

Date: 03/09/2025



## **Broughton Community and Sports Association**

### **Community Use Agreement**

Agreement in relation to arrangements for  
community use of sports facilities at Broughton  
Community and Sports Association 3G Pitch

In connection with Planning Permission:

PA/2021/546

# Contents

No	Heading	Page
	<b>Clauses</b>	
1.	<b>Recitals</b>	<b>2</b>
2.	<b>Definitions and Interpretation</b>	<b>2</b>
3.	<b>Aims</b>	<b>3</b>
4.	<b>Arrangements for Community Use</b>	<b>4</b>
5.	<b>Targets for Community Use</b>	<b>4</b>
6.	<b>Marketing and Promotion</b>	<b>4</b>
7.	<b>Management</b>	<b>4</b>
8.	<b>Financial Matters</b>	<b>4</b>
9.	<b>Monitoring and Review</b>	<b>5</b>
10.	<b>Duration of Agreement</b>	<b>6</b>
11.	<b>Dispute Resolution</b>	<b>6</b>
12.	<b>Authority</b>	<b>7</b>
13.	<b>No Variations</b>	<b>7</b>
14.	<b>No Agency</b>	<b>7</b>
15.	<b>Severability</b>	<b>7</b>
16.	<b>Waiver</b>	<b>7</b>
17.	<b>Non-Assignability</b>	<b>7</b>
18.	<b>Governing Law and Jurisdiction</b>	<b>8</b>
	<b>Schedule 1</b>	<b>9</b>
	<b>Schedule 2</b>	<b>10</b>
	Arrangements for Community Use	10

DATE 03/09/2025

- (1) **Broughton Community and Sports Association, c/o 3 Chancel Walk, Broughton, Brigg, North Lincolnshire, DN20 0JD (“the Club”)**
- (2) **Lincolnshire Football Association Ltd, LORIC Building, 23 Newport, Lincoln, LN1 3DN**
- (3) **North Lincolnshire Council Active Communities Team, North Lincolnshire Council, Church Square House, 30-40 High Street, Scunthorpe, North Lincolnshire, DN15 6NL**

## **1. Recitals**

- 1.1 Planning Permission was granted by the North Lincolnshire Council for the Development subject to conditions. Condition 23 of the Planning Permission requires that an agreement shall be submitted to the local planning authority for approval to demonstrate how community access to the Sports Facilities within the Development will be managed.
- 1.2 Broughton Community and Sports Association lease the land and are responsible for the use of the 3G Pitch.
- 1.3 The facility is going to be completely hired out for community use.

## **2. Definitions and Interpretation**

In this Agreement the following words or phrases have the corresponding meanings ascribed to them unless the context otherwise requires:

**Community Use** means use of the Sports Facilities by the local community including organised sports clubs, organisations and for casual use.

**Casual Use** means availability for any individual(s) or groups to book the Sports Facilities up to 7 days in advance for use on a pay-as-you-play basis, where space is available

**Development** means Broughton Community 3G Pitch for which Planning Permission has been granted

<b>Sports Facilities</b>	means the sports facilities identified in Schedule 1 to this Agreement forming part of the Premises
<b>Parties</b>	means the parties to this Agreement
<b>Planning Permission</b>	means planning permission (reference PA/2021/546) granted by the North Lincolnshire Council on 23/07/2021
<b>Priority Groups</b>	means those groups identified by the Parties as being under represented for the particular activity engaged in
<b>Review Committee</b>	means representatives of each of the Parties to this Agreement or their nominees
<b>Club Core Times</b>	means 5pm to 9pm Mondays to Fridays and 9am to 5pm Saturdays and Sundays as defined in Schedule 2 to this Agreement

### **3. Aims**

The Parties agree to pursue the following aims:

- Providing opportunities for the local community and sports organisations to participate in sport and physical activity for health improvement and development of their skills, particularly amongst low participant groups;
- Operating in line with the national agenda for sport taking into account nationally adopted strategies;
- Generating positive attitudes in sport and physical activity by young people and reducing the drop out rate in sports participation with age;
- Increasing the number of people of all ages and abilities participating in sport and physical activity including people with disabilities;
- Using the facilities to encourage the range, quality and number of Club sports club links and to stimulate competition that is inclusive of young people and adults;

- To provide affordable access to the facilities and to be self financing in terms of community use;

#### **4. Arrangements for Community Use**

The Club agrees to make the Sports Facilities available for Community Use in accordance with the provisions of Schedule 2 to this Agreement and will be offered during Club Core Times.

#### **5. Targets for Community Use**

The Club shall hire out the facility completely for Community Use.

#### **6. Marketing and Promotion**

The Club will be responsible for marketing and promoting the Sports Facilities in accordance with the agreed aims and targets.

#### **7. Management**

The Club will be responsible for the Sports Facilities and shall:-

- (a) resource, control and routinely ensure the maintenance of the Sports Facilities in a manner that will allow achievement of the agreed aims, and
- (b) make the Sports Facilities available on the occasions and times specified in Schedule 2:
- (c) ensure provision of heat, light and water and such other amenities as required for the Sports Facilities and their intended use;
- (d) ensure that the Sports Facilities comply with all legislation and guidance in force at the time of this Agreement relating to access for disabled users;
- (e) cover the cost of gas, fuel, oil, electricity, water, rates and taxes that may be attributable to the use of the Sports Facilities.

#### **8. Financial Matters**

- 8.1 The Club endeavours to ensure that the costs of operating Community Use at the Sports Facilities will be fully covered by income from such use and any surplus will be utilised to:

- 8.1.1 contribute to a contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facilities.
- 8.1.2 increase the use of the Sports Facilities by any Priority Groups by staging special promotions or by offering discounted rates of hire;
- 8.1.3 improve and increase the stock of sports equipment for use in connection with the Sports Facilities.

## **9. Monitoring and Review**

- 9.1 A Review Committee will be established to monitor and review. Invitation to form the Review Committee will, as a minimum include representative(s) of North Lincolnshire Council, Lincolnshire FA and Partner Clubs.
- 9.2 The group will convene at least twice per annum. Additional meetings will be held as considered necessary by a simple majority of members. Sub-groups/committees may be formed by the group if considered necessary or desirable. The first meeting will be held within 6 months of the opening of the facility.
- 9.3 One month prior to the date on which the Review Committee produces its annual report the Club shall make available to the Review Committee details of all usage, bookings, maintenance and financial matters relating to the Community Use of the Sports Facilities to assist with the development and improvement of community access.
- 9.4 The Review Committee shall undertake an assessment of the adequacy of the implementation of this Agreement in relation to:
  - hours of use of the Sports Facilities;
  - pricing policy;
  - compliance with targets and aims of this Agreement;
  - marketing;
  - financial performance of the Sports Facilities during the previous year; and
  - maintenance.

- 9.5 The Review Committee shall prepare a report based on the above assessment and prepare recommendations as to how Community Use of the Sports Facilities can be further developed and improved.
- 9.6 The Club shall implement all reasonable recommendations of the Review Committee as soon as reasonably practicable.
- 9.7 In the event any significant changes are required to this Agreement as a consequence of each or any annual review prior written approval of each of the Parties to this Agreement shall be required.
- 9.8 The Club shall not materially reduce the level of community access to the Sports Facilities required by Condition 23 of the Planning Permission without the prior written approval of the local planning authority following consultation with Sport England.

## **10. Duration of Agreement**

This Agreement shall operate for so long as the Club Facilities are provided in accordance with the Planning Permission. In the event the Club should cease the Parties agree to make every effort to secure the continued operation of the Sports Facilities for Community Use.

## **11. Dispute Resolution**

- 11.1 If the parties are in dispute then this clause will apply and the following process will apply.
- 11.2 The Parties in dispute will seek to agree a way forward without any further intervention
- 11.3 If no agreement reached then the Parties in dispute agree to jointly appoint a third party to undertake the following actions
- Undertake mediation and facilitation to seek to reach agreement between the parties on the way forward
  - If no agreement is reached then the third party will decide on the most appropriate way forward to deliver the objectives and terms of this Agreement
  - The Parties in dispute agree to be bound by the third party decision

11.4 If the Parties cannot agree on which third party to appoint then an independent third party will be appointed by the Local Government Association or any subsequent body.

11.5 All Parties in dispute will share the costs for the third party equally unless otherwise agreed in writing between the parties.

**12. Authority**

The Club warrants that it has the full right and authority to enter into this Agreement.

**13. No Variations**

This Agreement may only be varied in writing by a document executed by all the Parties hereto.

**14. No Agency**

Nothing in this Agreement shall be construed as creating a partnership, a joint venture, a contract of employment or a relationship of principal and agent between the parties hereto.

**15. Severability**

If any term condition or provision contained in this Agreement shall be held to be invalid unlawful or unenforceable to any extent such term condition or provision shall (save where it goes to the root of this Agreement) not affect the validity legality or enforceability of the remaining parts of this Agreement.

**16. Waiver**

No term or provision of this Agreement shall be considered as waived by any party to this Agreement unless a waiver is given in writing by that party.

**17. Non-Assignability**

This Agreement is personal to the parties and none of them shall assign sub-contract or otherwise deal with their rights or obligations without the prior written consent of the others.

## **18. Governing Law and Jurisdiction**

This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

## Schedule 1

1. The outdoor sports areas and facilities to be made available for Community Use shall comprise the following (as shown edged red on the attached plan):-

### 3G Pitch



2. The changing rooms, storage and toilet facilities are situated on Broughton Recreation Field (adjacent to this facility). Indicated on the plan above by: 
3. These facilities are accessible via a short walk. These facilities are owned and managed by Broughton Town Council and would need to be hired separately via their booking system.

## Schedule 2

### Arrangements for Community Use

#### 1. Users

1.1 The Sports Facilities shall be made available for Community Use.

#### 2. Hours of Access

Community Use	Mon - Fri :	17.00 – 21.00
	Sat :	9.00 – 17.00
	Sun :	9.00 – 17.00

N.B. The car park will be accessible during these opening hours.

The changing rooms, storage and toilet facilities are subject to Broughton Town Council's opening hours.

#### 3. Pricing

3.1 A policy of affordable pricing shall apply to maximise Community Use and in accordance with the aims of this Agreement. Prices shall be no greater than for similar local authority run facilities in North Lincolnshire

##### **Broughton Ravers JFC Training use:**

£12.50 + VAT per half pitch/quarter pitch per hour (Tuesday, Wednesday and Thursday between 17.00 and 21.00)

£25.00 + VAT per full pitch per hour (Tuesday, Wednesday and Thursday between 17.00 and 21.00)

##### **All other Training use:**

£25.00 + VAT per half pitch/quarter pitch per hour

£50.00 + VAT per full pitch per hour.

**Match use:**

<b>Match Type</b>	<b>Pitch</b>	<b>Duration</b>	<b>Cost</b>
5v5 (Mini Soccer)	Quarter Pitch	1 Hour	£25.00 + VAT
7v7	Half Pitch	1 Hour	£25.00 + VAT
9v9	Full Pitch	1 Hour 30 Minutes	£75.00 + VAT
11v11	Full Pitch	2 Hours	£100.00 + VAT

**4. Booking arrangements**

- 4.1 An easy and accessible advance booking arrangement for Casual Use and block bookings shall be established for hire of the Sports Facilities using a standard booking form.
- 4.2 The agreed booking arrangements shall operate as follows:-

Bookings will be made via the online digital booking system or via email to the Club.

All the Club's terms and conditions can be found via: [www.thisisbcsa.co.uk](http://www.thisisbcsa.co.uk)

**5. Parking Arrangements**

- 5.1 40 car parking spaces shall be available to park for community users

**IN WITNESS** whereof the hands of the parties or their duly authorised representatives the day and year first above written.

Signed by ...  .....

(Sean Clixby: Chair of Trustees)

Duly authorised by the Club

Signed by *J. Park*

(Name/Position: Jake Park – Head of Football Development at Lincolnshire FA)

Duly authorised by Lincolnshire Football Association

Signed by .....  .....

(Name/Position: Lesley Potts, Director of Communities)

Duly authorised by North Lincolnshire Council