

**SERVICE LEVEL AGREEMENT
FOR THE MANAGEMENT & USAGE OF
TAMWORTH COMMUNITY 3G
SYNTHETIC SPORTS PITCH**

**AGREEMENT BETWEEN
TAMWORTH BOROUGH COUNCIL AND
ACADEMIES ENTERPRISE TRUST**

INTRODUCTION

1.1 This statement represents a Service Level Agreement between Tamworth Borough Council and Academies Enterprise Trust

1.2 The parties subject to the agreement are as follows:-

Tamworth Borough Council	Academies Enterprise Trust
Marmion House.	183Eversholt Street
Lichfield Street	Kings Cross
Tamworth	London
Staffordshire	NW1 1BU
B79 7BZ	

1.3 The Service Level Agreement has been accepted and endorsed by representatives from Academies Enterprise Trust and by the Assistant Director Operations and Leisure of Tamworth Borough Council.

1.4 The agreement commences from 1st April 2019 and is valid for an initial period of twenty one years from the date stated above.

1.5 In this agreement, Tamworth Borough Council and Academies Enterprise Trust are hereafter referred to as “The Council” and “The College” respectively.

1.6 The agreement will be subject to annual reviews conducted in partnership by the College and the Council. During each review the progress towards meeting the agreed financial targets will be measured and any areas of concern and the required remedial action noted.

1.7 The Council and The College (as joint applicants) will adhere to and accept through independently signing and accepting the Football Foundations offer letter and the associated twenty one year terms and conditions, neither party have the right to cancel during this period.

2 BACKGROUND

2.1 The Tamworth Community 3G synthetic Sports Pitch (SSP) is located at the site of the playing fields on the Tamworth Enterprise footprint. The Tamworth Community 3G synthetic Sports Pitch (SSP) consists of the following:

Synthetic floodlighted Main Pitch and associated maintenance equipment.

Changing facilities located within the College building, which is operated on behalf of the Council by Academies Enterprise Trust.

2.2 The facilities will be utilised extensively by The College, community groups and clubs, individual customers and the Council (Sports Development Team).

2.3 This agreement will allow the College to operate the 3G Synthetic Sports Pitch for the benefit of the local community.

3 OPERATIONAL ETHOS

3.1 The Tamworth Community 3G Synthetic Sports Pitch (SSP) will remain the property of The College who shall operate an Equal Opportunities Policy for every individual of the community in respect of use of the facility. Priority use of the 3G Synthetic Sports Pitch (SSP) will be given to Council and Charter Standard Cottage Farm Rangers who use the facility as their base, for the pre agreed allocated hours of usage; Tuesdays 6pm –

8pm, Wednesday 7pm – 9pm and Thursdays 6pm-7pm. Use by other members of the community is governed by section 5 of this Service Level Agreement.

3.2 The College will actively promote the development of football at all levels and where possible form partnerships with the Council's Sports Development Team. The Council will actively promote the sport of football through the levels of the sports development continuum from foundation through to excellence for all sections of the community.

3.3 The College shall liaise directly with the Council Sports Development Officer to adopt a partnership approach to football development within the area and to avoid duplication.

4 OPERATION

4.1 The Tamworth community 3G synthetic pitch will be available for use and hire throughout the year.

4.2 The Council shall notify The College at the start of the calendar year of any council initiatives which will require to be honoured throughout the year. The College shall also notify the Council of any variation in available hours of use due to changes to college timetables, etc.

4.3 The College and the Council will work together to promote, where appropriate, one-off / casual use of the 3G facility.

4.4 The College is permitted to make use of the 3G Synthetic Sports Pitch (SSP) area as part of this exclusive agreement. In order for changing room provision to be made available for booked and non-booked hires, the allocated letting hours as detailed in 4.6 will be communicated to the Sports Development Officer and Community Lettings Officer on a monthly basis.

4.5 The College is responsible for all insurance matters regarding the 3G Synthetic Sports Pitch (STP). The College will take out and keep in force a comprehensive policy of insurance with reputable insurers to cover the 3G pitch, the grant assets, their use and any activities carried out thereon, against and in respect of all usual risks (including third party, public, employee and occupiers liability) to their full replacement value (where relevant), and a copy of the current policy shall be provided to the Foundation upon request.

4.6 The 3G Synthetic Sports Pitch (SSP) will be typically available for use / hire as follows:

TERM TIME

Monday – 16.00 – 22.00

Tuesday – 16.00 – 22.00

Wednesday - 16.00 – 22.00

Thursday - 16.00 – 22.00

Friday - 16.00 – 22.00

Saturday - 09.00 – 21.00

Sunday - 09.00 – 21.00

NON TERM TIME

Monday – 09.00 – 22.00

Tuesday – 09.00 – 22.00

Wednesday - 09.00 – 22.00

Thursday - 09.00 – 22.00

Friday - 09.00 – 22.00

Saturday - 09.00 – 21.00

Sunday - 09.00 – 21.00

Any variation in available times of use / hire due to changes in the College curriculum and activities will be agreed and noted at the start of the academic year.

Any requirement for earlier weekday usage by the Community will be discussed and negotiated with the College. In addition, the provision of time for competitive School football matches will be agreed one month in advance of the fixture, with the allocated hours of hire being amended to accommodate these.

4.7 The Council (Sports Development) will meet with the College on a monthly basis to monitor usage and performance of the 3G facility.

4.8 The Council will ensure that internal communication between Departments promote a pro-active approach to partnership working.

4.9 The College shall not be permitted to store any permanent equipment at the 3G Synthetic Sports Pitch (SSP) for the period of the Service Level Agreement, without prior arrangement / agreement with the Council.

4.10 The College must adhere to all Football Foundation guidelines and procedures relating to the 3G Synthetic Sports Pitch (SSP) facility.

5 USE BY OTHER MEMBERS OF THE COMMUNITY

5.1 The Council, in conjunction with the College, is permitted to operate the 3G Synthetic Sports Pitch (SSP) facility as it deems fit for the purposes of Community hires, Coach Education, Sports Development and Tournaments/Events.

6 MAINTENANCE

6.1 Direct damage to the surface or equipment at Tamworth Community 3G Synthetic Sports Pitch (SSP), caused by non-compliance with the Council and Manufacturer guidelines or procedures, shall result in The College being liable for any repair costs. Damage resulting from use / miss-use by the College shall be the responsibility of Tamworth Enterprise College to make good.

6.2 It is a requirement that closing checks are carried out by the Community Lettings Officer to ensure the facility is in a fit for purpose condition for next day use.

6.3 The Council and the College will carry out monthly inspections of the 3G pitch to ensure that the pitch and equipment remain in the best condition possible.

6.4 As part of this agreement the College will be required to ensure that the agreed routine pitch maintenance is carried out as per the manufacturer's guidance.

6.5 As part of this agreement The College will be responsible for meeting the electricity costs for floodlight operation during community use.

6.6 As part of this agreement The College are required to ensure that the pitch is maintained to the FIFA Quality Concept for Football Turf or the International Match Standard (IMS), and kept on The FA 3G Pitch Register throughout the duration of the clawback period. The pitch testing will be carried out by the framework contractor before it opens and then again at the end of year one. After this it will be tested every three years and proof of certification will be sent to the Football Foundation.

6.7 The College shall be responsible for ensuring appropriate and responsible use of the surface of Tamworth Community 3G Synthetic Sports Pitch (SSP) in line with the manufacturer's guidelines to ensure longevity of the surface.

7 UTILITIES

7.1 As noted in 6.5, the College will be responsible for meeting the cost of electricity for floodlighting during community use times.

8 MARKETING & PROMOTION

8.1 The marketing and promotion of the facility will be a partnership responsibility between the College and the Council.

9 HIRING OF THE FACILITY

9.1 As part of the agreement The Council and College will receive all income generated through the letting of this facility through a profit share agreement. Revenues generated by the site, net of contributions made to cover utilities/annual sinking fund, are ring-fenced into a football development fund held by The Council. The purpose of this fund will be to re-invest into football activities/ programmes or further football facility improvements; this football development fund and related sinking fund shall be reviewed on an annual basis and any re-investment decisions taken by a small working group made up of the applicants and Staffordshire FA. Applicants would be required to present annual accounts relating to facility income and sinking funds to the Football Foundation as part of on-going M&E obligations.

9.2 Management of all bookings will be the responsibility of The College.

9.3 The hire charges to be levied to third parties is to be consistent with charging framework agreed with Tamworth Borough Council

9.4 The Council will work in partnership with The College to develop community initiatives and encourage opportunities for wider participation at all levels, including Female Football, Walking Football, Summer Camps, Disability Football Leagues and FA initiatives.

9.5 The College must ensure that all reasonably practicable steps are taken to ensure that all coaches have been vetted through DBS. The College will be responsible for ensuring that they have their own Child Protection procedures and Child Protection officer within the organisation.

9.6 The Council shall facilitate an annual review of the Service Level Agreement and all its components. The Council or The College can request a meeting to discuss the Service Level Agreements delivery and compliance every quarter, with notification being sent one month in advance. The above will be over and above the scheduled monthly review meetings between the College and the Council.

9.7 Under no circumstances will The College be allowed to enter into a sub-lease agreement without the prior consent of the Council.

10 FINANCE & MONITORING

10.1 The College and Council will work together to ensure the financial viability of Tamworth Community 3G sports pitch. The success of the partnership will be reported bi-annually to the Football Steering Committee, where guidance and support in developing the partnership can be received.

10.2 The Council will set the hire charge for use of the facility in such a fashion to maximise community use, whilst ensuring a minimum breakeven financial position and in adherence with 9.3.

10.3 The Council and The College will ensure that, unless the Foundation has given its prior written consent, the fees and charges for use of the project and facilities by members of the public do not increase beyond any increase in the Retail Price index from the date on which the Application is approved by the board of the Football Foundation. The pricing structure is as follows;

Hire per Hour

Full Pitch £80.00

½ Pitch £40.00

¼ Pitch £20.00

Match £100.00

Please note the following discount will be applied to Charter Standard Clubs

Full pitch £75.00

½ Pitch £35.00

10.4 The College and Council will meet on a quarterly basis to monitor and review the financial success of the pitch. Through the review, areas of concern and under-performance will be identified and remedial action agreed.

11 COMPLAINTS PROCEDURE

11.1 Any complaint from members of the public relating to any area of the service should be directed through Tamworth Enterprise College. If needed the Council must be notified to ensure relevant procedures can be put in place.

11.2 The complaint will be replied to within 5 working days, with a full investigation and response taking place within 20 days.

11.3 Should the Council feel that The College are in breach of the SLA they will put the stated alleged breach in writing to The College.

11.4 A meeting will be called between The Council and The College if the complaint cannot be resolved.

12 MONITORING AND EVALUATION

12.1 The stated Service Level agreement between the Council and The College is for an initial twenty one year period and will expire twenty one years after the official opening of the facility; at this point a full review of the arrangement and SLA will be conducted by the Council in consultation with The College.

12.2 The Council and The College will meet formally on an annual basis to review progress, discuss any complaints or issues, which are pertinent to the success of the partnership.

12.3 These meetings will be recorded formally.

12.4 The meeting will consist of representatives from The Council and The College or delegated officers as nominated by The Council and The College.

12.5 An annual report shall be produced detailing achievements, attendance, complaints, income and expenditure and any other issues of relevance to the service level agreement. The Council will cooperate with and provide all the assistance required by the Football Foundation to ensure the Foundations annual monitoring requirements are complied with.

12.6 The performance of the facility and partnership will be reported on a bi-annual basis at the football Steering Committee. The Steering Committee will consist of Council and College representatives as well as representatives from Staffordshire FA and key partner clubs.

13 REVIEW

13.1 The detail of the Service Level Agreement will be reviewed annually in March each year and amended accordingly following discussions and agreement between Tamworth Borough Council and Tamworth Enterprise College

On behalf of Tamworth Borough Council I agree to the conditions of this Service Level Agreement for the use of Tamworth Community 3G Synthetic Sports Pitch.

Signed: _____

Name: _____

Position: _____

Date: _____

On behalf of Academies Enterprise Trust I agree to the conditions of this Service Level Agreement for the use of Tamworth Community 3G Synthetic Sports Pitch.

Signed: _____

Name: _____

Position: _____

Date: _____

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