

Date: 4 December 2024

The University of Southampton

and

Eastleigh Borough Council

~~Draft~~ Agreement in relation to arrangements for
community use of sports facilities at Wide Lane
Sports Grounds

In connection with Planning Permission
F/23/95045

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DATE [4 December 2024]

- (1) **The University of Southampton of Highfield, Southampton, SO17 1BJ (“the University”)**
- (2) **Eastleigh Borough Council of Civic Offices, Leigh Road, Eastleigh (“EBC”)**

1. Recitals

- 1.1 Planning Permission was granted by the Council for the Development subject to conditions. Condition 4 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 The parties wish to enter into this Agreement to make the outdoor Sports Facilities at the Development available (when their use is not required by the University) for use by the local community in compliance with the terms of this Agreement and Condition 4.
- 1.3 The University is the owner of the Sports Grounds and is responsible for their use.
- 1.4 The Council has responsibility for the provision of sports facilities in the Eastleigh area for use by and for the benefit of the community and is desirous of entering into this Agreement in furtherance of that responsibility and as the local planning authority in respect of the Development.
- 1.5 The University is the owner of the freehold and agrees to the limited provision of community access to the Sports Facilities.

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.
Local	Within a radius of 15 miles of Wide Lane Sports Grounds
Casual Use	means availability for any individual(s) or groups to book the Sports Facilities up to 1 days in advance for use on a pay-as-you-play basis, where space is available
Development	means 2 artificial turf pitches, one primarily football, one primarily rugby, for which Planning Permission has been granted
Sports Facilities	means the sports facilities identified in Schedule 1 to this Agreement forming part of the Wide Lane Sports Grounds.
Parties	means the parties to this Agreement
Planning Permission	means planning permission (reference F/23/95045) granted by the Council 4/8/23
Priority Groups	means those groups identified by the Parties as being underrepresented for the particular activity engaged in
Oversight group	means representatives of each of the Parties to this Agreement or their nominees
University Core Times	means 4pm to 10pm Mon, Tues, Thursday, Friday. Wednesday 10am-10pm. Sat / Sun 10am-10pm. The community can access within Core Times if there is no University demand.

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 school 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 University agrees to make the Sports Facilities available for Community Use in accordance with the provisions of Schedule 2 to this Agreement and may also be offered during University Core Times.

5. Targets for Community Use

The University shall use reasonable endeavours to achieve community use targets where appropriate in line with appropriate sports development strategies, including contributing to local participation targets for sporting and physical activity. The University shall endeavour to work with all local groups and parties to provide a range of opportunities and pathways for the community. These may include existing initiatives and will also include new and local activities.

6. Marketing and Promotion

The University will be responsible for marketing and promoting the Sports Facilities in accordance with the agreed aims and targets. A marketing strategy will be prepared and implemented and reviewed on an annual basis.

7. Management

7.1 The University 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 University 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 invest in the provision of sporting opportunities.

8.1.1 Make financial arrangements to ensure adequate funding 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, where appropriate.

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 An Oversight Group shall be established including a Representative of Eastleigh Borough Council, a Representative of Hampshire Football Association, a Representative of the Rugby Football Association, a representative of the community user groups / clubs and a Representative of the University, and others by invitation. The purpose of the committee is to monitor and review the performance of this agreement. The Oversight Group will meet at least twice per annum.
- 9.2 The University shall make available to the Oversight Group 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.
- 9.3 The Oversight Group 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.
- 9.4 The Oversight Group 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.
- 9.5 The University shall implement all reasonable recommendations of the Oversight Group as soon as reasonably practicable.
- 9.6 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.
- 9.7 The University shall not materially reduce the level of community access to the Sports Facilities required by Condition 4 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 University Facilities are provided in accordance with the Planning Permission. In the event the University should cease the Parties agree to make every effort to secure the continued operation of the Sports Facilities for Community Use.

11. Authority

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

12. No Variations

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

13. 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.

14. 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.

15. 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.

16. 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.

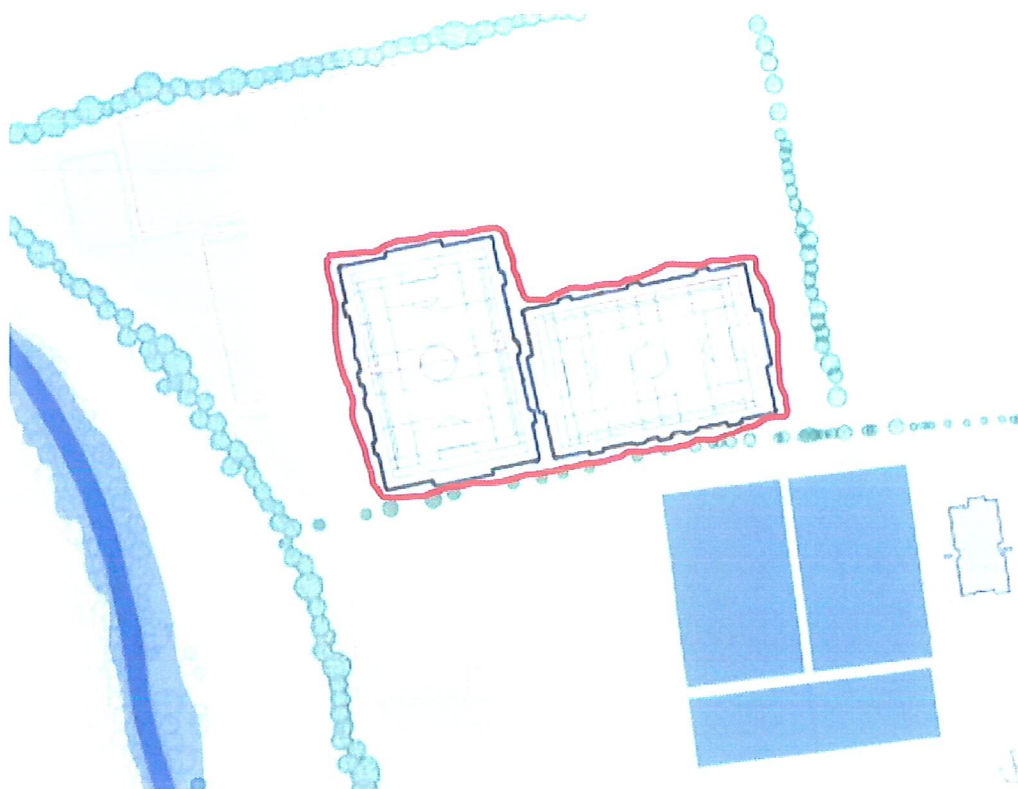
17. Governing Law and Jurisdiction

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(s)):-

Two artificial pitches, one mainly rugby and one mainly football. These spaces are supported by dedicated changing rooms and toilets within the Pavilion.



Schedule 2

Arrangements for Community Use

1. Users

- 1.1 The Sports Facilities shall be made available for Community Use if there is no University demand.

2. Hours of Access

Term time	Time allocated for Community Use	
Rugby	Mon	08:00 -16:00
	Tues	08:00 - 16:00
	Wed	08:00 – 10:00
	Thurs	08:00 -16:00
	Friday	08:00 -16:00
	Sat	08:00 - 10:00
	Sun	08:00 -10:00
Football	Mon	08:00 -16:00
	Tues	08:00 - 16:00
	Wed	08:00 – 10:00
	Thurs	08:00 -16:00
	Friday	08:00 -16:00
	Sat	08:00 - 10:00
	Sun	08:00 -10:00
Outside of term time	Time protected for Community Use	
Rugby	Mon	08:00 -18:00
	Tues	08:00 - 16:00 18:00 - 22:00
	Wed	08:00 -10:00
	Thurs	08:00 - 22:00
	Friday	08:00 - 16:00
	Sat	08:00 -10:00
	Sun	08:00 -10:00
Football	Mon	08:00 - 16:00 20:00 -22:00

Tues	08:00 - 16:00 18:00 -22:00
Wed	08:00 - 10:00 20:00 -22:00
Thurs	08:00 - 16:00
Friday	08:00 - 16:00 18:00 -22:00
Sat	08:00 -10:00
Sun	08:00 -10:00

Site opening hours are subject to change.

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 Eastleigh.

The prices indicated below are for 1 st August 2024 onwards. These will be reviewed and adjusted annually.		
Pitch size	Pricing (inc. vat, per hour)	
	Off peak (Mon-Fri before 15:00)	Peak (Mon-Fri after 3pm & weekends)
Full pitch	£95.56	£112.43
Half pitch	£63.07	£74.20
Quarter pitch	£31.54	£37.10

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 by contacting Southampton Sport to request a booking. A booking form will then be filled in and submitted. Terms and Conditions apply, these are published on the Southampton Sport, University website.

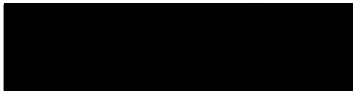
5. Parking Arrangements

- 5.1 The Car Parking at Wide Lane is open to all users including Community users. There may be exceptional times when car parking is unavailable to users.

6. Changing and toilet facilities

- 6.1 Changing and toilet facilities will be made available to Community Users during times protected for community use.

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

Signed by .  ..

Duly authorised by the University

Signed by .  ..

Duly authorised by the Council