



POLICY AND RESOURCES COMMITTEE

Wednesday, 17 March 2021

REPORT TITLE:	CONTRIBUTION TO THE CONSTRUCTION OF A 3G PITCH AT THE TRANMERE ROVERS TRAINING FACILITY AT SOLAR CAMPUS, LEASOWE
REPORT OF:	DIRECTOR OF RESOURCES

REPORT SUMMARY

Tranmere Rovers Football Club (the Club) has a long and successful history of working in partnership with the Council to deliver commissioned services on behalf of the Council and to deliver services that are not commissioned or paid for by the Council but support the delivery of beneficial outcomes to Wirral residents.

In September 2019 the Council entered into a Partnering Agreement with the Club that highlights our good historic relationships and our ambition to work together for the benefit of the residents of the Borough. The Club is a key anchor institution within Wirral and provides many functions that support the Council's 2025 plan. In 2018, with the knowledge of a deficit of 3G football pitches across Wirral, the Club and the council talked about working together to align an initiative to jointly fund the construction of a 3G football pitch at the Solar Campus on Leasowe Road in Wallasey costing £799,779. The need for more 3G pitches in Wirral and the infrastructure of this site makes this location a prioritised option.

A 3G pitch is an all-weather (free draining) Third Generation synthetic surface consisting of a carpet like surface with artificial blades of grass supported by a layer of sand and an infill of rubber crumb. It is developed for intensive use as it is hard-wearing, durable, and resilient and enables more training and matches to be played on it as opposed to a traditional pitch.

The 2019/20 capital programme approved at Full Council on 4 March 2019 included a scheme and budget for the contribution to Tranmere Rovers Football Club for just under 50% of the construction of such a pitch at a maximum total of £375k. Planning consent was given for the construction of the pitch at the Planning Committee on 8 September 2020. This scheme was the continuation of Tranmere Rovers' plan to relocate its training facilities from Ingleborough Road to the Solar Campus.

Planning permission was approved subject to nine conditions that are currently being implemented via a working group of residents, officers and Members.

The grant will be funded from the Council's existing capital programme, with the relevant conditions laid out in the grant agreement. As the revenue impact of the Capital Programme had already been included in the 2019/20 budget approved by Full Council in March 2019, and carried forward, there are no additional financial implications for the Council taxpayer as a result of awarding the grant.

RECOMMENDATION/S

The Policy & Resources Committee are recommended to:

1. Approve the request from Tranmere Rovers Football Club Limited for a maximum contribution of £375,000 toward the costs of construction of a 3G pitch at the Solar Campus in line with the relevant Community User conditions set out in the Appendix to this report
2. Agree that the Director of Law and Governance be authorised to draw up and finalise a legal agreement between the Council and Tranmere Rovers Football Club Limited to reflect the above arrangements.

SUPPORTING INFORMATION

1.0 REASON/S FOR RECOMMENDATION/S

- 1.1 A state of the art facility will be available for residents to use under a Community User Agreement with the Club.

2.0 OTHER OPTIONS CONSIDERED

- 2.1 Not to approve the request for a contribution to the construction of a pitch from the Club. This would result in the Club not being able to construct the pitch and not provide any facilities to residents for its use.
- 2.2 The Club could apply for Football Association funding to part-fund the construction of the pitch. However this is a time-consuming process and with conditions attached and the requirement to have the pitch available as soon as possible to meet the current shortage, outweighs the rationale for this.

3.0 BACKGROUND INFORMATION

- 3.1 The Club is firmly rooted in its community and is committed to harnessing the power of football to engage with and improve the lives of those at risk of social isolation, whether through poverty, unemployment, mental or physical health issues, or any other reason. They are also a dynamic and forward-thinking Club, with diversified activities which offer many training and employment opportunities for residents, and a rapidly growing football tourism and elite football development businesses, which bring significant cash into the local economy.
- 3.2 The Club has an excellent track record of measurable delivery and success, in both charitable and wider commercial work in the Wirral community. This drives economic growth and improves the lives of some of the Borough's most vulnerable people, as well as giving locals a sense of pride and identity in their own professional football team. Working in partnership with Wirral Council will enable both parties to achieve more, and faster, than either could alone.
- 3.3 The Campus is one of Tranmere Rovers education delivery sites, proving a range of programmes for young people aged 16-23. The environment, facilities and quality delivery have proven to support the young people with their educational and career aspirations. The 3G will enable the provision to expand further, therefore providing more opportunities to wider range of residents.
- 3.4 The Wirral Plan sets a long-term plan to bring about real change – not just in what can be achieved but in the way it is delivered. The Club are committed to working in partnership to deliver the corporate objectives and their ambition is to work with all partners in the public, private and community sector to achieve higher aspirations and to achieve a better Wirral.

- 3.5 The Playing Pitch Strategy (2016) approved by Cabinet on 27 November 2017, identifies that there is a shortfall of 3G Football Turf Pitches across Wirral. Specifically, in the Liscard, New Brighton and Wallasey area, there is a current deficit of four pitches. The Wirral Local Football Facility Plan (December 2018) identifies the proposed facility at the Solar Campus as one of the key investment priorities to address this shortfall. It is important that such pitches have floodlighting so they can be used throughout the year thereby maximizing usage.
- 3.6 Research undertaken by Wirral Public Health team in 2015 highlighted a deep sense of isolation and loneliness from many residents in the borough. Few had positive role models around health and fitness and many had restricted social networks. There was a prevalence of low-level mental health problems with many experiencing inertia, fatigue and lack of hope, self-belief, and confidence. When prompted, many struggled to identify hobbies or interests, there was a strong tendency to be 'illness-focussed' and lack of aspiration to work was rife. The researchers noted a widespread inability to visualise positive progression, compounded by lack of resilience in the face of even minor setbacks.
- 3.7 People with mental health problems are significantly more likely to be obese, have two to four times greater risk of cardiovascular and respiratory disease, five times greater risk of diabetes, and are less likely to get appropriate medical care for physical problems. Life expectancy for a person with schizophrenia is typically 10 years less than the average due to poor physical health. Sports programmes such as Tranmere in the Community can help tackle this inequality - through improvements in physical fitness, encouraging reductions in smoking and drug use, and through enabling access to other health services.
- 3.8 COVID has further exacerbated the impact on social isolation and mental health amongst residents, with many services having to pause support during the pandemic. Previously these services have been a lifeline for many residents providing the only source of contact and support during the week. Tranmere Rovers in the Community not only provides physical exercise for participants but also social activities and networks in which individuals engage regularly. The programme also offers a route into volunteering and employment opportunities within the Club. The Club has supported the humanitarian response during COVID, providing food parcels and wellbeing calls to socially isolated individuals in the community.
- 3.9 In 2018 the Club and the Council agreed in principle to jointly fund the construction of a 3G football pitch at the Solar Campus on Leasowe Road in Wallasey. A 3G pitch is an all-weather (free draining) Third Generation synthetic surface consisting of a carpet like surface with artificial blades of grass supported by a layer of sand and an infill of rubber crumb. It is developed for intensive use as it is hard-wearing, durable and resilient and enables more training and matches to be played on it as opposed to a traditional pitch. The proposal is for a top quality pitch, manufactured by

the standards required by the Football Association and FIFA approved with floodlighting to enable it to be used throughout the year.

- 3.10 The pitch will predominately be used for community use, with 61% of its usage made available to the community via a Community User Agreement. The Council's Playing Pitch Strategy identifies a deficit of playing pitches within Wirral. This proposal goes some way towards remedying that deficit and provides a state-of-the-art facility for residents to use. Whilst there will be a user charge for the pitch, this will generate income for the Club to offset the running costs, management and maintenance costs of the pitch.
- 3.11 The pitch will underpin the international business of the Club which brings beneficial economic outcomes to Wirral through accommodation and hospitality. It will also be of benefit to the Club's Education Programme.
- 3.12 The Club has secured the funding in place from its current resources to meet their 50% contribution toward the cost of the scheme, and has been ring-fenced to ensure the project can be delivered.
- 3.13 The Council will enter into a community user agreement with the Club to ensure community use of the 3G facility. The key features of the agreement will be:
 - (1) An agreement period of 7 years (considered to be the life of the 3G pitch on the predicted usage)
 - (2) Affordable pricing regime (the cost of hire will be no greater than Council run facilities)
 - (3) An easy and accessible booking system
 - (4) Onsite parking and changing facilities
 - (5) Annual report from the Club to the Council so the community use can be monitored
- 3.14 The Club will operate the facility for 86 hours per week on the basis of term time/non-term time. In term time the usage will be 61 hours for community use; 15 hours for international use and 10 hours for Club/academy use. In non-term time there will be 43 hours for community use and 43 for international use.
- 3.15 The Club will generate income from pitch lettings which will be used to meet all the running costs, management and maintenance of the facility. Any profits will be reinvested back into the Club for their activities, many of which will be community related. There will be no revenue costs for the Council to meet.
- 3.16 The Council will enter into a 7-year grant agreement with the Club as this period is the estimated length of the pitch surface given the proposed intensity of use and equates with other similar facilities which need replacement normally sometime between 7 and 10 years after being provided. The pitch will have an engineered base which has a life of up to 20 years, with a carpet on top when maintained properly will have a 10-year

life. The Club guarantee they will maintain it at a FIFA standard for the period of the grant agreement.

4.0 FINANCIAL IMPLICATIONS

- 4.1 If the Committee were to agree to provide financial assistance to the Club in the form of a grant, this will be funded as approved in the 2019 – 2025 Capital Programme. Following previous approval, the financing costs are already built into the budget and therefore there are no additional unbudgeted costs impacting on revenue. The agreement in section Financial Matters (iv) (see attached appendix) protects the Council in the scenario of the Club failing to develop the site.

5.0 LEGAL IMPLICATIONS

- 5.1 The Council has power to enter into the grant arrangement pursuant to its powers of general competence under section 1 of the Localism Act 2011.
- 5.2 The grant will be subject to compliance with the post Brexit Subsidy Control rules in the UK-EU Trade and Co-operation Agreement (TCA) Formerly Article 55 of the General Block Exemption Rule.
- 5.3 Article 55 has been replaced by the 6 Common Principles of the TCA which require the Council whenever the subsidy exceeds 325,000 Special Drawing Rights (£345,000) to:
- 1) identify an equity rationale e.g. social difficulties
 - 2) limit the subsidy to what is necessary and proportionate to achieve the objective
 - 3) demonstrate that the objective could not be achieved without the subsidy
 - 4) the subsidy should not normally compensate for the costs the recipient would have funded in the absence of a subsidy
 - 5) the subsidy is an appropriate way of achieving the social policy objective which cannot be achieved through other less distortive means
 - 6) the subsidy's positive contribution to achieving the social policy objective outweighs any negative effects on trade or investment
- 5.4 The 6 common principles have been assessed against the grant, and Annex 2: Public authorities' assessment of how individual subsidies comply with UK-EU Trade and Cooperation Agreement principles has been completed to evidence that the 6 common principles have been met

5.5 If the tests are not met, the maximum amount of the grant would be limited to the new "de minimis" amount of £345,000.

6.0 RESOURCE IMPLICATIONS: STAFFING, ICT AND ASSETS

6.1 There are no adverse resource implications from this report.

7.0 RELEVANT RISKS

7.1 The risk is that the outcome measures arising from the grant are not met the grant does not provide value for money. To mitigate this risk the Community User Agreement has been scrutinised and is considered to be acceptable and there will be an annual monitoring arrangement of the outcome measures of the scheme put into the grant agreement.

7.2 There is a risk that the Club may not have sufficient funds to contribute to the cost of the pitch if the eventual total cost exceeds the estimated total. This will be mitigated by a condition of the grant that where the Council has to provide additional funds to ensure construction is complete, that these will be recouped from letting income.

7.3 There is a risk that the demand for the 3G pitch may not materialise, however 3G pitches are in high demand as there is a significant deficit in provision across Wirral. Reports and surveys referred to above evidence this

8.0 ENGAGEMENT/CONSULTATION

8.1 An informal Overview and Scrutiny engagement session was held on 11 September 2019 for members of all Overview and Scrutiny Committees with the Chairman of the Club, Mark Palios to discuss the Partnering Agreement. This included a Q and A session. As part of that Scrutiny meeting, members were also given the opportunity to hear the details of the funding request and challenge the governance process and assurance for this.

8.2 The Council consulted with local residents through the planning application process and the communication with local residents has continued with a number of joint meeting between residents, ward members, the Club and officers. Residents generally support the proposal for the 3G pitch but have a number of concerns around highways, security, parking and management of the facilities. All of these issues, and a number of other issues they have in the area which are not related to the Club, are being addressed through a series of additional measures. The constructive meetings between the parties will continue to address all the issues in the area as far as this is possible to do so.

9.0 EQUALITY IMPLICATIONS

9.1 The provision of the 3G Football Turf Pitch will support junior football, curricular usage, senior football, BAME groups, women and girls and over 50's to participate in the sport. TRFC have an Equalities Policy to support such usage. There are no direct equality implications from this report.

10.0 ENVIRONMENT AND CLIMATE IMPLICATIONS

10.1 The climate impacts are likely to relate to:

- The embedded carbon costs associated with manufacture, transport and installation of materials used in the construction of the pitch and ancillary facilities and those associated with decommissioning at the end of the asset's useful life.
- The climate emissions associated with ongoing energy use over the life span of the facility
- The climate emissions associated by users travelling to and from the facilities
- The content and/or recommendations contained within this report are expected to increase carbon emissions

10.2 As part of the conditions of Planning approval, specific conditions to be implemented have beneficial environmental and climate implications. These are:

- No tree felling, scrub clearance, hedgerow removal, vegetation management is to take place during the period 1 March to 31 August inclusive. If it is necessary to undertake works during the bird breeding season then all buildings, trees, scrub, hedgerows and vegetation are to be checked first by an appropriately experienced ecologist to ensure no breeding birds are present. If present, details of how they will be protected are required to be submitted for approval and agreed in writing
- The development hereby permitted shall not be brought into use until details of bird boxes to include number, type and location on an appropriately scaled plan as well as timing of installation, has been provided for approval and implemented in accordance with those details.
- Prior to first use, details of the floodlighting shall be submitted to an approved in writing by the Local Planning Authority. For the avoidance of doubt, the submitted details shall include (but not be limited to) beam orientation, light spill, lux levels and proposed hours of illumination. Regard should be had to Guidance Note 08/18 Bats and Artificial Lighting of the Institute of Lighting Professionals to ensure that the lighting for the proposed development is considered and will not adversely affect the functionality of the ecological receptors. The

development shall be carried out in accordance with the approved details

- A scheme of landscape proposals including a timetable of works shall be submitted to and approved in writing by the Local Planning Authority prior to first use of the proposed development. The scheme shall include but not be limited to full plans and specifications for all hard and soft landscape works including proposals for replacement tree planting and indications of all existing trees and hedgerows on the land, including those to be retained.
- All planting in the approved details of landscaping shall be carried out in the first planting seasons following the completion of the development or prior to use of the pitch hereby approved, whichever is the sooner, and any trees, shrubs, hedges or plants which within a period of five years from the completion of development die, are removed, or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation

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APPENDICES

Appendix 1 Community User Agreement

BACKGROUND PAPERS

Planning Committee agenda papers 8 September 2020:

<http://democracy.wirral.gov.uk/documents/g8704/Public%20reports%20pack%208th-Sep-2020%2018.00%20Planning%20Committee.pdf?T=10>

Full Council 4 March 2019:

<http://democracy.wirral.gov.uk/documents/g7413/Public%20reports%20pack%2004th-Mar-2019%2018.00%20Council.pdf?T=10>

SUBJECT HISTORY (last 3 years)

Council Meeting	Date
Planning Committee Full Council	September 2020 March 2019

Date:

**TRANMERE ROVERS FOOTBALL CLUB LIMITED – The
Club**

WIRRAL BOROUGH COUNCIL – The Council

Draft Agreement in relation to arrangements for
community use of sports facilities at Solar Campus

In connection with Planning Permission
APP/20/00012

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DATE

- (1) **TRANMERE ROVERS FOOTBALL CLUB LIMIED** of Prenton Park, Prenton Road West, Birkenhead, CH42 9PY (“the Club”); and
- (2) **WIRRAL BOROUGH COUNCIL** of [*insert address*] (“the Council”)

Recitals

- (i) The Council is the owner, and the Club is the long leaseholder, of the Club Premises and is responsible for their use.
- (ii) The Club wishes to install a 3G pitch on the Club Premises and is prepared to make the pitch and associated facilities available to the public in order to increase the availability of 3G facilities in Wirral.
- (iii) In return for the Club agreeing to make the 3G pitch and associated facilities available to the public, the Council has agreed to contribute a grant of £375,000 towards the costs of the Development (as hereinafter defined).
- (iv) The parties wish to enter into this Agreement in order to make the Sports Facilities at the Club

Premises available (when their use is not required by the Club) for use by the local community in compliance with the terms of this Agreement.

Definitions and Interpretation

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

Architect	A suitably qualified person, appointed by the Club.
Community Use	means use of the Sports Facilities by the local community including organised sports clubs, organisations working in the fields of health, wellbeing and social inclusion, and for casual use who shall have the right to enforce the provisions of this Agreement which are for their benefit in accordance with the Contracts (Rights of Third Parties) Act 1999.
Casual Use	means availability for any individual(s) or groups to book the Sports Facilities for use on a pay-as-you-play basis, where space is available.
Core Times	means 6pm to 10pm Mondays to Fridays, and 9am to 10pm on weekends.
Club Premises	means the land and buildings comprising part of the Solar Campus site at Leasowe Road, subject to a lease agreement dated 8 th May 2015 and made between the Club and the Council.
Development	means the installation of a 3G pitch and associated floodlighting, fencing and pathways, for which Planning Permission has been granted.

International Use	The availability of the Sports Facilities to visiting players and coaches from overseas
Parties	means the parties to this Agreement.
Planning Permission	means planning permission (APP/20/00012) granted on 8 September 2020
Priority Groups	means those groups identified by the Parties as being under represented for the particular activity engaged in
Sports Facilities	means the sports facilities identified in Schedule 1/Appendix 1 to this Agreement forming part of the Club Premises.

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;
- Reducing the incidence of anti-social behaviour in the neighbourhood surrounding the Club Premises; and
- Enabling the development by the Club of an international football tourism business at Solar Campus, to encourage visitors to the Wirral and raise the profile of the area for the purposes of attracting inward investment and trade links.

Arrangements for Community Use and International Use

The Club agrees to make the Sports Facilities available for Community Use and International Use in accordance with the provisions of Schedule 2 to this Agreement

Targets for Community Use and International Use

The Club shall use reasonable endeavours to achieve Community Use and International Use targets in line with appropriate development strategies, including making a contribution to local participation targets for sporting and physical activity. The Club shall work with the Council and with local Charter Standard football clubs to provide a range of opportunities and pathways for the community. These may include existing initiatives and will also include new and local activities.

Marketing and Promotion

The Club 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 by the Club.

Management

- (i) The Sports Facilities shall be managed by the Club.
- (ii) The Club will, in accordance with this Agreement, seek to establish a practical policy framework for the

management and operation of the Sports Facilities during agreed periods of Community Use and International Use. This framework should seek to enable:

A POLICY OF AFFORDABLE PRICING TO ASSIST IN THE ACHIEVEMENT OF THE AIMS OF THIS AGREEMENT. THE POLICY WILL ENSURE THAT PRICES SHALL BE NO GREATER THAN SIMILAR LOCAL AUTHORITY RUN FACILITIES IN THE AREA;

THE PROMOTION AND FORWARD PLANNING OF DEVELOPMENT ACTIVITIES, AT TIMES WHICH BEST SUIT THE TARGET GROUPS;

EQUAL OPPORTUNITIES OF ACCESS;

AN EASY AND ACCESSIBLE BOOKING ARRANGEMENT FOR CASUAL USE AND BLOCK BOOKING, THIS SYSTEM TO BE REVIEWED ON AN ANNUAL BASIS; AND

AN APPROPRIATE MARKETING STRATEGY FOR THE MARKETING OF THE SPORTS FACILITIES FOR COMMUNITY USE.

(iii) The Club shall:

RESOURCE, CONTROL AND ROUTINELY ENSURE THE MAINTENANCE OF THE SPORTS FACILITIES IN A MANNER THAT WILL ALLOW ACHIEVEMENT OF THE AGREED AIMS,

MAKE THE SPORTS FACILITIES AVAILABLE ON THE APPROXIMATE OCCASIONS AND TIMES SPECIFIED IN SCHEDULE 2:

ENSURE PROVISION OF HEAT, LIGHT AND WATER AND SUCH OTHER AMENITIES AS REQUIRED FOR THE SPORTS FACILITIES AND THEIR INTENDED USE;

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; AND

COVER THE COST OF GAS, FUEL, OIL, ELECTRICITY, WATER, RATES AND TAXES THAT MAY BE ATTRIBUTABLE TO THE USE OF THE SPORTS FACILITIES.

Financial Matters

- (iv) The costs of the Development have been estimated at £799,779 and the breakdown is attached as Schedule 3 (the “Costs”). The Council has agreed to contribute a grant of £375,000 towards the costs of the Development
- (v) The Council shall pay £375,000 as a grant subject to the grant agreement, this will be paid of a phase basis as the project progresses.
- (vi) The Club shall pay the balance of the Costs and shall be responsible for any over-run in the event that the total costs exceed the estimates set out in Schedule 3.
- (vii) In the event of the Club failing to achieve completion of the Development within 18 months of the date of this Agreement, the Council shall have the right to give written notice of default to the Club requiring the Club to remedy the default within 6 months. In the event that the Club does not remedy the default

within that 6 month period,
the Council may, at its
option:

(viii)

Claw-back from the Club the £375,000 contributed by the Council to the Development; or

Take control of the Development including the right to complete and operate the Sports Facilities. In the event that the Council elects to complete the Development and operate the Sports Facilities, the Club shall lose the right to use the Sports Facilities for its own purposes other than on a paying basis with the Council's agreement.

(ix) The Club endeavours to ensure that the costs of operating and maintaining the Sports Facilities for Community Use and International Use will be fully covered by income from such use.

8.6 Any profit from the operation of the Sports Facilities, after provision for its obligations under this Agreement, may be retained by the Club and used for activities in relation to the Club's objectives.

Monitoring and Review

(x) The Club shall submit an annual report to the Council to demonstrate details of all usage, bookings, maintenance and financial matters relating to the Community Use and International Use of the Sports Facilities to assist with the development and improvement of community access and development of football tourism.

- (xi) 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.
- (xii) The Club shall not materially reduce the level of community access to the Sports Facilities without the prior written approval of the Council.

Duration of Agreement

This Agreement shall operate for 7 years. This period is the estimated time when the 3G pitch will need to be replaced based upon the use predicted. At the beginning of Year 6, of this agreement, the parties shall meet to discuss any requirements for the future continuation of community use of the 3G pitch

Authority

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

No Variations

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

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.

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.

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.

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.

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

The plan attached at Appendix 1 highlights:

1. In Red: The outdoor sports areas and facilities to be made available for Community Use.
2. In green: two areas for parked cars; one is concrete and marked out for 27 spaces. The second is a gravel area that can accommodate approximately 40 cars, as part of the planning conditions this car park will be resurfaced and marked out.
3. In Blue: The indoor sports areas and facilities to be made available for Community Use shall comprise of two community changing rooms.

Schedule 2

1. Usage

An indicative schedule of Community Use, International Use and Club Use is as set out in Appendix 2. It is acknowledged that precise timings may change, but the proportion of time when the Sports Facilities are made available for Community and International Use, and the proportion of Core Time allocated to Community Use and International Use shall not be less than those indicated in the Appendix when taken over a 12 month period.

2. Pricing

- 2.1 A policy of affordable pricing shall apply to maximise Community Use and in accordance with the aims of this Agreement. Prices for Community Use shall be no greater than the maximum charged for similar local authority run facilities in Wirral.

3. Booking arrangements

- 3.1 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. Parking Arrangements

There will be parking provision for approximately 70 cars which will be adequate based on the proposed usage of the site. Service users will be given guidance related to access, parking and a code of conduct whilst they are on the site to support with operations and reduce disturbance to local residents.

Schedule 3

Anticipated Costs

Preliminaries and site Establishment	£ 55,562
Modular Changing facilities-	£ 268,363
FIFA Quality 106mx70m 3G football Pitch (including floodlights)	£ 475,854
Gross Value (excluding VAT)	£799,779

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

[Amend as appropriate]

Signed by

Duly authorised by the Club

Signed by

Duly authorised by the Council

Solar Campus 3G - Indicative Community Usage Plan – Term Time

Day	Time	User group	Income Source
Mondays	10am-12pm	Schools/colleges/training providers	Pay per use by schools/colleges
	12-3pm	International	TRFC customers
	3-5pm	Health based Activities	Health auth/CCG/individual users
	5-7pm	TRFC Scholars/Development	
Tuesdays	7-10pm	Grassroots Clubs training	Club hire fee
	10am-11pm	Schools/colleges/training providers	Pay per use by schools/colleges
	11-2pm	International	TRFC customers
	2-4pm	TRFC Scholars/Development	
	4-5pm	Health based Activities	Health auth/CCG/individual users
	5-7pm	TRFC Scholars/Development	
Wednesdays	7-10pm	Grassroots Leagues	League fee
	10am-11am	Schools/colleges/training providers	Pay per use by schools/colleges
	11am-12pm	International	TRFC customers
	12-3pm	Colleges League	League fees
	3-5pm	International	TRFC Customers
	5-7pm	Grassroot sessions	
	7-10pm	Grassroots Clubs training	Club hire fee
	10am-12pm	Schools/colleges/training providers	Pay per use by schools/colleges
Thursdays	12-3pm	International	TRFC customers
	3-4pm	Health based Activities	Health auth/CCG/individual users
	4-7pm	TRFC Scholars/Development	
	7-10pm	Grassroots Leagues	League fee
	10am-12pm	Schools/colleges/training providers	Pay per use by schools/colleges
Fridays	12-2pm	Health based Activities	Health auth/CCG/individual users
	2-4pm	International	TRFC customers
	4-7pm	Grassroot sessions	
	7-10pm	Youth engagement activities	User fee/grants

Saturdays	9-1pm	TRFC Academy	
	1-3pm	International	TRFC customers
	3-6pm	Girls'/womens' football	Club hire fee
	7-10pm	Youth engagement activities	User fee/grants
Sundays	9-1pm	TRFC Academy	
	1-4pm	Youth Development Leagues	League fees
	4-7pm	Womens' Leagues	League fees
	7-10pm	Adult grass roots	Club fee

Delivers - 61 hours community, 15 hours international and 10 hours Club/Academy = 86 hours per week

Solar Campus 3G - Indicative Community Usage Plan – Non-Term Time

In non-term time the 3G would be made available exclusively for International and Community usage.

Where possible, health-based activities would continue during these periods, but the focus would be on using the facility for grassroots tournaments, players and coach development, and international camps.

Delivers - 43 hours community, 43 hours international.

Based on 38 weeks of term time, 13 weeks of non-term time and 1 week closure for pitch maintenance, the usage split would be:

- 61% community use
- 26% international use
- 13% Tranmere Rovers Football Club use

As highlighted in the following chart

Usage

