



Updated: 1st July, 2023

Draft Agreement in relation to arrangements for community use of sports facilities at
Kedbull Leisure Group Ltd, Nelson Road, Northfleet, Kent, DA11 7EG

Local Authority: Gravesham Borough
Council

In connection with Planning Permission
20200001

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Parties

- (1) **Kedbull Leisure Group Ltd**, company registration 10246735, of Building 18, Gateway 1000 Arlington Business Park, Whittle Way, Stevenage, England, SG1 2FP
- (2) Gravesham Borough Council, Civic Centre, Windmill Street, Gravesend DA12 1DD

1. Recitals

- 1.1 Planning Permission was granted by the Gravesham Borough Council for the Development of football pitches and a leisure facility clubhouse with gym subject to conditions. Condition number 17 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 and/or the wider site will be managed.
- 1.2 The parties wish to enter into this Agreement in order to make the 3G football pitches, gras football pitches, gym and Sports Facilities at the Development, available for use by the local community in compliance with the terms of this Agreement and Condition 17.
- 1.3 Kedbull Leisure Group Ltd are the lease agreement holder of the Premises and is responsible for their use.
- 1.4 The Council has responsibility for the provision of sports facilities in the Gravesham 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 Gravesham Borough Council is the landowner of the site and agrees to provision of community access to the Sports Facilities is required to be provided by Kedbull Leisure Group Ltd, with football pitches and coaching being the main sports provision.
- 1.6 Kedbull Leisure Group Ltd supports and promotes community participation in sports, mainly football in the local area to local schools and youth/men/girls grass roots football clubs.

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 180 days in advance for use on a pay-as-you-play basis, where space is available.
Development	means the development of the site at Nelson Road, Northfleet, Kent DA11 7EG for which Planning Permission has been granted.
Sports Facilities	means the sports facilities identified in Schedule 1 to this Agreement forming part of the School Premises
Management team	means the senior management team as defined in clause [6.1] of this Agreement
Parties	means the parties to this Agreement.
Planning Permission	means planning permission (reference 2020001) granted by the Gravesham Borough Council on 17 th January, 2020.
Priority Groups	means those groups identified by the Parties as being underrepresented for the particular activity engaged in
Review Committee	means representatives of each of the Parties to this Agreement or their nominees.
Site Premises	means the land and buildings comprising what was Fleet Leisure, Nelson Road, Northfleet, Kent DA11 7EG

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, including low participant groups;
- Operating in line with the national agenda for football and leisure taking into account nationally and locally adopted strategies, such as Gravesham's Sport, Leisure & Active Recreation Strategy which has outlined a number of key priorities and actions to provide framework for tackling inactivity through new accessible facility provision within the borough;
- Generating positive attitudes in sport and physical activity by young people and reducing the drop out rate in football participation with age;
- Increasing the number of people of all ages and abilities participating in sport, football and physical activity including people with disabilities;
- Using the facilities to encourage the range, quality and number of school or 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

Kedbull Leisure Group Ltd 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 school core times or after school times to local schools.

5. Targets for Community Use

Kedbull Leisure Group Ltd shall use reasonable endeavours to achieve community use targets and encourage usage by local schools and various grass roots football clubs for girls, boys and adults of all abilities, 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

Kedbull Leisure Group Ltd 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 to encourage wider local and community usage.

7. Management

- 7.1 A senior management has been established to develop Community Use of the Sports Facilities in accordance with the terms of reference to this Agreement.
- 7.2 Senior management team is made up of Kedbull Leisure Group Ltd directors and 2 other non-director representatives.
- 7.3 Under these terms of reference, the senior management team will, in accordance with this Agreement, seek to establish a practical policy framework for the management and operation of the Sports & Leisure Facilities during agreed periods of Community Use. This framework should seek to enable:
- (a) 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 run facilities in the area with some discounted or free provision to local schools;
 - (b) the promotion and forward planning of development activities, at times which best suit the target groups;
 - (c) equal opportunities of access;
 - (d) an easy and accessible booking arrangement for Casual Use and block booking, this system to be reviewed on an annual basis.

Bookings are processed using a bespoke web portal <https://pitchbooking.com/partners/kedbullleisure> which is direct click through from our main web page www.kedbull.com

Bookings can also be made using the contact information on the main Kedbull website using email info@kedbull.com

More information on booking, pricing and access in **Schedule 2**

- (e) implement measures to mitigate the impact of the immediate community and neighbouring residential houses by staggering pitch usage times as best possible but also offering discounted membership and pitch usage fees (**see schedule 2**)
- (f) an appropriate marketing strategy for the marketing of the Sports Facilities for Community and wider Use.

7.4 Kedbull Leisure Group Ltd 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 Kedbull Leisure Group Ltd 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;
- 8.1.4 Pay down any finance liabilities or other cost liabilities required to run the Sports Facilities.

9. Monitoring and Review

- 9.1 Kedbull Leisure Group Ltd shall make available details of all usage, bookings, maintenance and financial matters relating to the community and wider use of the Sports Facilities to assist with the development and improvement of community access.
- 9.2 Kedbull Leisure Group Ltd shall undertake continuous and regular 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.
- 9.3 From time to time, preferably annually Kedbull Leisure Group Ltd shall prepare a report based on the above assessment and prepare recommendations as to how community use and wider use of the Sports Facilities can be further developed and improved.
- 9.4 Kedbull Leisure Group Ltd shall implement all reasonable recommendations of the review as soon as reasonably practicable.
- 9.5 Kedbull Leisure Group Ltd shall not materially reduce the level of community, school and grass root football access to the Sports Facilities required by Condition 17 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 Sport Facilities are provided in accordance with the Planning Permission. In the event Kedbull Leisure Group Ltd should cease the Parties agree to make every effort to secure the continued operation of the Sports Facilities for Community Use.

11. Authority

Kedbull Leisure Group Ltd 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 3G and grass football pitches/areas and facilities to be made available for Community Use. This means the pitches and site will be accessible to all groups including the the general public on a pay and play basis as well as to other groups who may wish to block book the facilities on a longer term basis.

Some of these groups shall comprise of the following, but not exclusive to: -

- Local Schools use for football, PE and Sports Days
 - U18 Education and football scholarship program
 - Local grass roots football clubs, training and matches, for adults, boys and girls of all abilities
 - Affordable coaching session for children and adults with Down Syndrome and Cerebral Palsy
 - Affordable coaching sessions to local community, of all abilities
 - General public for casual use – “Pay & Play”
 - Charities
 - Walking football for over 50s
 - Professional or semi-professional club usage for training
2. The indoor sports areas and facilities (together with any ancillary facilities such as toilets, changing rooms, class rooms and bar) to be made available for Community Use shall comprise of the following:-
 - Gym membership for the general public
 - Classrooms for education, lessons and workshops used by scholars, companies and local schools.
 - Bar and function rooms for local community hire and usage (social events)
 - Changing rooms for local youth football teams

Schedule 2

1. Users

1.1 The Sports pitches, gym, bar and function rooms shall be made available for Community Use. Below are some examples of users:

- Grass roots football clubs for youth boys, youth girls, men and ladies
- Charities
- Schools
- Youth clubs and similar schemes/clubs
- Members of the general public
- Professional or semi-professional football clubs

2. Hours of Access and Usage

3G Pitches

- Mon - Fri: 9am to 10pm
- Sat: 9am to 8pm
- Sun: 9am to 8pm

Gym & Spa

- Mon - Sun: 7am to 10pm

Clubhouse bar and function rooms

- Mon - Fri: 9am to 11pm
- Sat: 9am to 10pm
- Sun : 9am to 8pm

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 run facilities in and around the Gravesham area.

Football Pitches Hire:

11 a side 3G Pitch:

Full Pitch: £115 + VAT (if VAT is applicable) per hour

Half Pitch: £70 + VAT (if VAT is applicable) per hour

9 a side 3G Pitch

Full Pitch: £75 + VAT (if VAT is applicable) per hour

Half Pitch: £45 + VAT (if VAT is applicable) per hour

7 A side 3G Pitch

Full pitch: £62.50 + VAT (if VAT is applicable) per hour

Half Pitch: £37.50 + VAT (if VAT is applicable) per hour

11 a Side Grass Pitch £70 + VAT (if VAT is applicable) per hour

9 a Side Grass Pitch £50 + VAT (if VAT is applicable) per hour

N.B: Block booking, off peak bookings, schools and target groups will be offered discounted rates. To discuss please contact us on email info@kedbull.com

4. Membership Scheme

The General Public can visit and use the social area/facilities (bar and function rooms) without being members. However, there are various membership schemes with usage benefits, outlined below.

Local community/general public that live in Nelson Road, Newman's Road, Newton Abbot Road, Field Court, Harden Road, Hartshill Road, Strutton's Avenue, Snelling Avenue **will receive a 10% discount on the below membership costs.**

A. Football membership cost: £24.95 per month

- 10% pitch booking discount for Pay & Play casual usage only (half or full pitch)
- 10% Discount on food and beverages
- 10% function room event hire discount

B. Gym Membership Cost: £44.95 per month

- Full access to gym & spa
- Access to classes
- 10% Discount on food and beverages
- 10% function room event hire discount
- Pre-sale on ticketed events

C. Social Membership Only Cost: £9.95 per month

Social Membership Benefits:

- 10% Discount on food and beverages
- 10% function room event hire discount
- Pre-sale on ticketed events

4.1 Pitch & Event Booking Arrangements

Pitch Booking:

Single bookings for casual use or block bookings can be processed online using a bespoke web portal <https://pitchbooking.com/partners/kedbulleisure> which is found via a direct click through from our main web page www.kedbull.com

Bookings can also be made using the contact information on the main Kedbull website.

Email info@kedbull.com

Telephone contact details for queries or bookings

Ieuan Ferris Tel: 07818364563

Daniel Kedwell Tel: 07857346107

Nathan Bullas (Director) Tel: 07884088039

Schools, football clubs or individuals can access www.kedbull.com to book pitch space on a one off or block booking basis also, but for a school rate discount please email info@kedbull.com

We will discuss and amend our rate card fees prior on behalf of certain groups such as schools and charities to ensure they are offered affordable pricing

Event Booking

Email: info@kedbull.com to discuss arrangements

5. Parking Arrangements

- 5.1 220 car parking spaces shall be available to park for all users in the main car park.
- 5.2 Parking is to be on site only and NOT in surrounding roads

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

Signed by

Director

Duly authorised by Kedbull Leisure Group Ltd

Signed by

Duly authorised by the Council