

Date: 16th April 2025

The Jubilee Park Sports Hub

Knowsley Metropolitan Borough Council

Huyton Jubilee Community Sports Hub CIO

Agreement in relation to arrangements for
community use of sports facilities at Jubilee
Park Sports Hub

In connection with Planning Permission
23/02847/FUL

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DATE [16th April 2025]

- (1) **THE JUBILEE PARK SPORTS HUB** of Jubilee Park, Dinas Lane, L36 2NW (“The Hub”)
- (2) **KNOWSLEY METROPOLITAN BOROUGH COUNCIL** of Archway Road, Huyton, L36 9UX (“the Council”)
- (3) **The Environmental Sustainability Services** within “the Council” of Court Hey Park, Roby Road, Huyton. L16 3NA (“The Environmental Sustainability Services”)
- (3) **Huyton Jubilee Community Sports Hub CIO** of Jubilee Park Pavilion, Lincombe Road, L36 2NW (“the Management”)

1. Recitals

- 1.1 Planning Permission was granted by the Council for the Development subject to conditions. Condition 3 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 in order to make the Jubilee Sports Hub available for use by the local community in compliance with the terms of this Agreement and Condition 3.
- 1.3 The Council is the landowner of the Premises and is responsible for their use.
- 1.4 The Council has responsibility for the provision of sports facilities in the Knowsley 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 Environmental Sustainability Service within the Council is the Landowner/applicant for Planning Permission to the Councils local planning authority.
- 1.6 The Landowner is the owner of the Jubilee Park Sports Hub and agrees to provision of community access to the Sports Facilities.

- 1.7 The Huyton Jubilee Community Sports Hub CIO will be appointed by the Environmental Sustainability Services to manage and operate the Facility through a Community Asset Transfer.
- 1.8 The Huyton Jubilee Community Sports Hub CIO supports and promotes community participation in sports in the local area.

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 14 days in advance for use on a pay-as-you-play basis, where space is available
Development	means the use of the 3G all weather pitch located at Jubilee Park, Dinas Lane, L36 2NW for which Planning Permission has been granted
Sports Facilities	means the sports facilities identified in Schedule 1 to this Agreement forming part of the Jubilee Park Sports Hub.
Steering Group	means the Steering Group as defined in clause [6.1] of this Agreement
Parties	means the parties to this Agreement
Planning Permission	means planning permission (reference 23/02847/FUL) granted by the Council on [17 th October 2024]
Priority Groups	means those groups identified by the Parties as being under represented for the particular activity engaged in

Review Committee	means representatives of each of the Parties to this Agreement or their nominees
Hub Core Times	means 9am to 9pm Mondays to Friday and 9am to 6pm Saturday and Sunday during Autumn/Winter and 9am to 6pm Monday to Sunday during Spring/Summer as defined in Schedule 2 to this Agreement
Hub Premises	means the land and buildings comprising the Jubilee Park Sports Hub

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;
- Increasing the number of females of all ages and abilities participating in sport and physical activity;
- Increasing the number of people of all ages and abilities participating in sport and physical activity including people from low socio-economic backgrounds;
- 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 Council and Huyton Jubilee Community Sports Hub CIO agrees to make the Sports Facilities available for Community Use in accordance with the provisions of Schedule 2 to this Agreement.

5. Targets for Community Use

The Council and Huyton Jubilee Community Sports Hub CIO shall use reasonable endeavours to achieve community use targets in line with appropriate sports development strategies, including contributing to Liverpool County FA participation targets for sporting and physical activity. The Huyton Jubilee Community Sports Hub CIO shall work with Liverpool County FA, Everton in the Community, the Merseyside Schools Sports Partnership, Merseyside Sports Partnership and other community stakeholders 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 Council and Huyton Jubilee Community Sports Hub CIO 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 As part of the Community Asset Transfer a Steering Group will be established to ensure that the facility is being appropriately managed and meeting the aims as set out below:

- (1) To deliver the Project Development Plan and ensure a balanced and inclusive Programme of Use
- (2) To provide user feedback about facilities management

The Steering Group will meet quarterly and be chaired by the Huyton Jubilee Community Sports Hub CIO Chair. The Community Liaison Champions will act as Secretaries. The Chair will be responsible for managing the Development Plan and will work with project partners to collect usage data for Football Foundation monitoring purposes. Signed Service Level Agreements (SLAs) detail partners' commitment to the Steering Group and the Site Development Plan.

7.2 Membership shall include representative(s) (or their nominee) from each of the following:-

- (a) Huyton Jubilee Community Sports Hub CIO
- (b) The Council
- (c) Liverpool County FA
- (d) Everton in the Community
- (e) Merseyside School Sport Partnership
- (f) Merseyside Police Neighbourhood Team

7.3 Under these terms of reference, the Huyton Jubilee Community Sports Hub CIO 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. 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 local authority run facilities in the area;
- (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;
- (e) an appropriate marketing strategy for the marketing of the Sports Facilities for Community Use.

7.4 The Huyton Jubilee Community Sports Hub CIO 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 Huyton Jubilee Community Sports Hub CIO 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 3 months prior to the date on which the Review Committee produces its annual report the Huyton Jubilee Community Sports Hub CIO 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.

9.2 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.

9.3 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.

9.4 The Huyton Jubilee Community Sports Hub CIO shall implement all reasonable recommendations of the Review Committee as soon as reasonably practicable.

9.5 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.

9.6 The Huyton Jubilee Community Sports Hub CIO shall not materially reduce the level of community access to the Sports Facilities required by Condition 23/02847/FUL 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 Sports Hub Facilities are provided in accordance with the Planning Permission. In the event the Huyton Jubilee Community Sports Hub CIO should cease the Parties agree to make every effort to secure the continued operation of the Sports Facilities for Community Use.

11. Authority

The Council 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

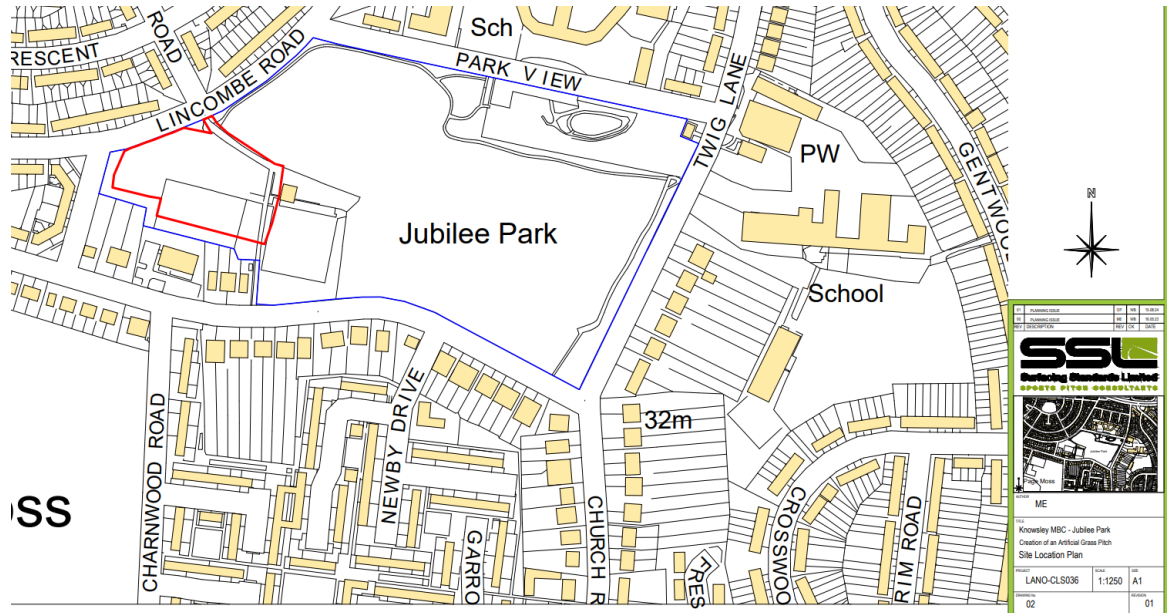
This Agreement is personal to the parties and none of them shall assign sub-contract or otherwise deal with their rights or obligations without the prior written consent of the others.

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)):-



Schedule 2

Arrangements for Community Use

1. Users

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

2. Hours of Access

During Autumn/Winter

Community Use	Mon - Fri :	9:00 – 21:00
	Sat :	9:00 – 18:00
	Sun :	9:00 – 18:00

During Spring/Summer

Community Use	Mon - Fri :	9:00 – 18:00
	Sat :	9:00 – 18:00
	Sun :	9:00 – 18:00

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 Knowsley.

Type of group	Cost per Quarter pitch/per hour	Comparison cost for Knowsley
Youth Football	£25-30	£55
Community Groups	£25-40	£55
Targeted groups	£0-20	£55

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:-

A digital booking system provided by the Football Foundation will be utilised in order to record and demonstrate that the aims of the Community usage programme are being achieved.

5. Parking Arrangements

5.1 43 car parking spaces shall be available to park for community users, the car park will operate within the operating hours of the facility.

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

Signed by  Date17/04/25.....

Duly authorised by the Head of Environmental Sustainability Services and Communities on behalf of the Council

Signed by  Date ...17/04/25.....

Duly authorised by the Green Infrastructure Manager acting on behalf of Knowsley Metropolitan Borough Council as Landowner

On receipt of a Community Asset Transfer being agreed upon and signed once the Jubilee Park Sports Hub is built the Huyton Jubilee Community Sports Hub CIO will provide an updated co-signed version of the above document.