

**Dated**

**2024**

## **Service Level Agreement**

Relating to land at Weir Meadow, Station Road, Ide.

**IDE PARISH COUNCIL**

**IDE GREEN ROVERS AFC**

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## **Parties**

This Agreement is made the                    day of                    2024

Between:

1. Ide Parish Council care of Smallridge House, The Green, Ide, Exeter EX2 9RT ('**the Council**') and
2. Ide Green Rovers Amateur Football Club care of 7 The Hams, Ide, Exeter EX2 9RU ('**the Football Club**')

## **Background**

- (A) Weir Meadow is a level area of former agricultural land within the Parish of Ide comprising approximately 6 acres.
- (B) Policy 005 of Ide Neighbourhood Plan made on 4<sup>th</sup> September 2018 identified Weir Meadow (then in agricultural use) as an area to provide outdoor sports and recreation facilities together with a pavilion, including changing rooms and a car parking area to serve the sporting facilities.
- (C) On 22<sup>nd</sup> September 2022 the Council purchased Weir Meadow and other land from the Church Commissioners for England to be held in accordance with purposes identified in the Neighbourhood Plan.
- (D) Since acquisition, the Council has carried out works to Weir Meadow so that part of it is now suitable for the playing of football and part for the playing of cricket.
- (E) The Football Club has been constituted for many years but does not have a home ground in Ide. The Football Club is a member of the Devon Branch of the Football Association and currently plays in the Devon and Exeter Sunday League. The Football Club has identified Weir Meadow as its new home ground and is supported in this by the Council.
- (F) The Council and the Football Club have agreed to collaborate to help (i) realise the aspirations set out in the Neighbourhood Plan in relation to Weir Meadow (ii) carry out further improvements to the football pitch on Weir Meadow and (iii) promote the playing of sport in the wider community with assistance from the Football Foundation.

### **1 Pitch improvements and maintenance.**

- 1.1 The Council has created a newly sown football pitch at Weir Meadow to a sufficient standard for the playing of football. The parties however recognise that improvements can be made to the pitch over time by levelling, soil improvements and other measures on advice from the Football Foundation and in accordance with the PitchPower Assessment report referred to below.
- 1.2 The Council applied to receive Football Foundation funding for which the terms and conditions may last for a minimum duration of 10 years to improve the quality of the grass football pitch at Weir Meadow.
- 1.3 The Council has obtained a PitchPower Assessment report from the Football Foundation and the Council intends to carry out improvement works to the football pitch at Weir Meadow as recommended in the report.

- 1.4 The parties will cooperate with one another over the best means to carry out such works of improvement, to engage a suitable contractor and to secure necessary funding.
- 1.5 The Council will provide an agreed schedule of maintenance to the Football Club that clearly outlines the tasks and frequency of the tasks for which the Council is responsible to carry out on an annual basis to the football pitch at Weir Meadow.
- 1.6 The parties will also cooperate with one another to secure funding for plant and equipment with which to maintain the football pitch and for the enhancement of the experience of visitors to Weir Meadow through the provision of improved changing facilities and on-site car parking.
- 1.7 The Council will be responsible for keeping the grass on the football pitch to a suitable length for the playing of football and providing goal posts, but the Football Club will be responsible for pitch markings, corner flags and other equipment necessary for play and practice.

## 2 **Key contacts**

- 2.1 The key contact for the Council will be Nicholas Bradley or otherwise the chair of the Council for the time being and the key contact for the Football Club will be Stuart Brooking or other trustee of the Football Club notified by the Football Club to the Council from time to time.
- 2.2 The parties through their key contacts will meet at regular intervals and agree a reporting system to ensure that each party is aware of progress made towards realising the objectives of this Agreement.

## 3 **Bookings**

- 3.1 Whilst it is intended that the Football Club will have priority over bookings for the football pitch for home matches, the parties recognise that at other times Weir Meadow and the football pitch will be available for use by the community at large. The Council will discuss any additional site user/ booking requests with the Football Club and otherwise use reasonable endeavours to take steps to ensure that the football pitch is not overplayed and the pitch can continue to meet the required performance standard.
- 3.2 The Council will not enter into any arrangement with any other sports club in relation to the use of the football pitch (other than as may be required as part of the overlap area with the cricket ground in the cricket season) without the prior written consent of the Football Club.
- 3.3 Bookings for the playing of football matches will be made on the terms of a hire agreement substantially in the form of the draft set out in the attached Schedule. The match fee will be set by the Council but will be no more than the going rate for comparable facilities provided elsewhere to Clubs in the same division of the football league.
- 3.4 Each booking shall unless otherwise agreed be in respect of a period beginning at 12 noon on the day before any match is due to be played and ending at 3pm on the day of the match or at such later time as the parties agree when the booking shall be made. The Football Club will have exclusive control of the football pitch and associated facilities throughout the duration of the booking and may put up notices restricting access to the football pitch from the beginning of the hire period.

3.5 The Football Club will at all times maintain third party liability insurance cover for its activities at Weir Meadow and will provide evidence of such cover on request by the Council.

#### 4 **Football Club commitments**

4.1 The Football Club will:

- have Weir Meadow as its home ground and use it on a regular basis.
- agree to grow the level of football opportunities that it offers which could by way of example include:
  - Providing equal access to women and girls – in agreement locally with the Devon FA.
  - Tackling inequalities by being an open and welcoming club to all new members.
  - Retaining the 'England Accreditation' standard.
- work with the Council to protect the quality of the grass pitch to ensure that it meets and continues to meet the Performance Quality Standard (PQS) of 'Good'. This could mean at times cancelling a match, for example during times of bad weather.
- provide regular updates on the Football Club's booking requirements and notify of cancellations and changes as soon as is practically possible.
- ensure that all goal post safety measures are followed along with the relevant RESPECT requirements including a parent barrier/line, technical boxes for coaches and RESPECT signs / messages being displayed.
- ensure that all safeguarding measures are in place in accordance with any statute or regulation.
- support the Council to carry out the PitchPower inspections at set times during the season.

#### 5 **Duration and timetable**

5.1 Subject to clause 5.2, the Council and the Football Club intend that the arrangements contemplated by this Agreement will last indefinitely but may be determined by either party in the event that Football Club no longer plays in a division of the Devon Football League of the FA or is wound up or otherwise ceases to exist.

5.2 The parties will review this Agreement every 12 months to consider if any changes are appropriate in all the circumstances.

#### 6 **Good faith**

6.1 The parties will act towards each other in the implementation of this Agreement with the utmost good faith.

6.2 Each party hereby confirms its agreement to the terms contained in this Agreement.

Signed by Nicholas Bradley .....

Chairman, Ide Parish Council

Signed by Stuart Brooking .....

Trustee, Ide Green Rovers AFC

**Schedule**

**Hire Agreement**

**Ide Parish Council - Football pitch at Weir Meadow, Station Road, Ide.**

**Booking Confirmation**

Please return this document to us by email: [ideparishclerk@gmail.com](mailto:ideparishclerk@gmail.com)

Name/ Organisation	<b>Ide Green Rovers AFC</b>
Contact Name and Address	<b>Stuart Brooking, 7 The Hams, Ide</b>
Phone Number	<b>07801 789215</b>
Email	<b>Stufoot28@gmail.com</b>

**Booking details**

Date (s) required for hire of football pitch to start at 12 Noon on day prior to the day of the event and ending at 3pm on the day of the event.	
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Duly authorised signatory of hirer,  
Ide Green Rovers AFC

Date

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By signing this form, Ide Green Rovers AFC agrees to observe the Terms and Conditions for the hire of the football pitch set out below.

## Ide Parish Council

### Terms and Conditions for hire of the football pitch

The following terms will apply to the hire of the football pitch, changing facilities and car parking (where provided) at Weir Meadow, Station Road, Ide.

1	In these terms and conditions
	<b>‘the Council’</b> means Ide Parish Council.
	<b>‘the event’</b> means the football fixture due to be played by the hirer at Weir Meadow.
	<b>‘the facilities’</b> means the football pitch at Weir Meadow, the changing room, the car parking area and any associated facilities.
	<b>‘the Parish Clerk’</b> means the Clerk to the Council, or any member of the Council nominated to act in their place to administer the booking.
	<b>‘the hire’</b> means the use of facilities by agreement with the Council.
	<b>‘the hirer’</b> means the trustees of Ide Green Rovers AFC.
	<b>‘the hiring’</b> means the agreement to use the facilities.
	<b>‘people using the facilities’</b> means people invited, allowed or required by the hirer to attend, watch or take part in the event including members and guests Ide Green Rovers AFC.

2.	<p><b>Applying to hire the facilities</b> Application for hire must be made using this booking confirmation form.</p> <ol style="list-style-type: none"> <li>a) The current trustees of the hirer will be deemed to be hirer, and they will be jointly and severally liable under the terms of this hire agreement.</li> <li>b) The agreement to hire the facilities will come into existence when: <ul style="list-style-type: none"> <li>• the booking confirmation form has been signed and returned to the Parish Clerk; and</li> <li>• the Parish Clerk has confirmed acceptance of the booking in writing.</li> </ul> </li> <li>c) The Council accepts no responsibility for any equipment, or any property brought onto or left at the facilities by the hirer.</li> <li>d) The Council reserves the right, in circumstances of emergency, to cancel any booking at short notice without responsibility for any loss, damage or inconvenience caused by the cancellation.</li> <li>e) This agreement will give the hirer the exclusive right to use the facilities during the period of hire.</li> <li>f) During the period of the hire, the hirer shall be responsible for the supervision and care of the facilities.</li> <li>g) The Council reserves the right to refuse any application for hire or to cancel a booking if by reason of inclement weather the football pitch is likely to sustain unacceptable damage if the hiring were to proceed.</li> </ol>
3.	<p><b>Use of the facilities</b></p> <ol style="list-style-type: none"> <li>a) The hirer shall not use the facilities for any other purpose than the playing of football.</li> <li>b) The hirer shall not sub-hire the facilities or allow the facilities to be used for any unlawful purpose or in a way which would render invalid any insurance policies in respect of them.</li> </ol>



	<ul style="list-style-type: none"> <li>c) Where the Council makes available the use of car parking, people using the facilities may park their motor cars and motor cycles but entirely at their own risk.</li> <li>d) The hirer must ensure that vehicles are not parked or driven on the playing field.</li> <li>e) The hirer must ensure that all vehicles shall be removed from Weir Meadow prior to 6pm on the day of the event unless otherwise agreed with the Council.</li> <li>f) The hirer will not bring or allow to be brought any cooking equipment onto the facilities without the prior written consent of the Council.</li> <li>g) The hirer must not cause or allow any nuisance to neighbouring properties.</li> </ul>
<b>4.</b>	<p><b>Fees</b></p> <ul style="list-style-type: none"> <li>a) The hirer must pay the Council the fixed fees for hiring the facilities within 14 days of receiving the invoice.</li> <li>b) Failure to pay within 14 days or prior to the date of the event will result in the booking being cancelled.</li> <li>c) No events is permitted to take place unless it shall have been pre-booked and the fees paid.</li> </ul>
<b>5.</b>	<p><b>Litter</b></p> <ul style="list-style-type: none"> <li>a) At the end of the event the hirer must ensure that they remove any of their property from Weir Meadow.</li> <li>b) All litter must be cleared at the end of the event. There are no facilities for any waste disposal on site.</li> <li>c) All property and litter must be removed from the changing rooms.</li> </ul>
<b>6.</b>	<p><b>Football boots &amp; Changing Rooms</b> The hirer must ensure that the changing facilities are left in a clean and tidy condition.</p>
<b>7.</b>	<p><b>Goalposts &amp; Pitch marking</b> The Council will provide goal posts and nets, but the hirer will supply its own corner flags and carry out the pitch markings. The Football Club will remove the goal posts from the goal mouths on the football pitch to a suitable position in Weir Meadow at the end of each event.</p>
<b>8.</b>	<p><b>Licences</b> The facilities are not licensed for the sale or supply of alcohol. The hirer shall not sell or permit to be sold any alcohol for consumption in any part of the facilities without the permission of the Council in writing. The hirer will be responsible for obtaining the necessary Temporary Event Notice (TEN) from the Licencing Authority no later than 10 working days before the event. A copy of the TEN must be kept on the facilities during the event.</p>
<b>9.</b>	<p><b>Animals</b> The hirer shall not allow people using the facilities to bring dogs onto the facilities except for assistance dogs.</p>
<b>10.</b>	<p><b>Behaviour</b> The hirer will use all reasonable endeavours to ensure that those taking part in the event refrain from the use of foul or abusive language and uphold the standards of conduct prescribed by the Football Association.</p>
<b>11.</b>	<p><b>Public Address Systems</b> The hirer shall not use any public address equipment and/or other amplifying equipment without the prior written consent of the Council. The equipment must not cause annoyance or nuisance to the occupiers of surrounding property.</p>
<b>12.</b>	<p><b>Charging &amp; Fund Raising</b></p> <ul style="list-style-type: none"> <li>a) The hirer shall not conduct or knowingly permit collections, games of chance, sweep stakes or lotteries or any betting of any kind at the facilities.</li> <li>b) The hirer shall not sell nor allow the sale of food and drinks at the facilities without the consent of the Council.</li> </ul>
<b>13.</b>	<p><b>Loss and Damage</b></p> <ul style="list-style-type: none"> <li>a) The hirer shall report all breakages and/or damage caused to the facilities during the period of hire to the Parish Clerk as soon as possible and pay for the repair or replacement of all such breakages and damage.</li> </ul>

	<ul style="list-style-type: none"> <li>b) The hirer shall ensure that the facilities are in a safe and fit condition for the activity they are undertaking.</li> <li>c) The hirer must submit a copy of its Risk Assessment to the Council prior to the beginning of each football season.</li> </ul>
<b>14.</b>	<p><b>Insurance</b></p> <ul style="list-style-type: none"> <li>a) The hirer shall insure against any third-party claims which may lie against them (or the organisation if acting as representative) and the Council whilst using the facilities.</li> <li>b) The hirer is required to produce evidence of insurance as described above at least 14 days before the date of hiring, or at the time of booking if that is less than 14 days before the event.</li> <li>c) The hirer shall indemnify the Council against all claims, demands, actions and proceedings arising out of the event and/or people using the facilities.</li> </ul>
<b>15.</b>	<p><b>Safeguarding Children, Young People and Vulnerable Adults</b></p> <ul style="list-style-type: none"> <li>a) The hirer will take relevant safeguarding precautions in respect of any children, young people or vulnerable adults participating in the event. The hirer shall ensure that any activities for children provided by the hirer at the event comply with relevant legislation and that only fit and proper persons have access to the children. Where required by law, the hirer shall have a valid certificate from the Disclosure and Barring Service and the hirer shall take full responsibility for any other persons engaged by the hirer to look after the children.</li> <li>b) The hirer shall provide a copy of the Safeguarding Children, Young People and Vulnerable Adults Policy adopted by the hirer to the Council at the beginning of each football season and evidence that all relevant checks through the Disclosure and Barring Service have been carried out.</li> </ul>
<b>16.</b>	<p><b>Health and Hygiene</b></p> <p>The hirer shall, if preparing, serving or selling food, ensure that all relevant food health and hygiene legislation and regulations are adhered to.</p>