**Peterston super Ely Community Council**

**Management Agreement for operation of the Multi Use Games Area**

This agreement is made on: of Two Thousand and Twenty One between Peterston super Ely Community Council (PSECC) and the Peterston Tennis and Sports Club (TaSC).

PSECC holds the leasehold of the recreation ground in Peterston super Ely from the Vale of Glamorgan Council, which includes the site of the Multi Use Games Area (MUGA) shown in red on the attached plan.

This Agreement sets out the terms and conditions under which TaSC shall undertake the functions of management and operation of the MUGA on behalf of the Community Council. Legislation regulating the use of the MUGA may change from time to time. Where this impacts on the clauses of this agreement, the wider legislation takes the precedence in determining the operation of this facility.

1. TaSC shall:
   1. Manage and operate the MUGA as a community facility. The responsibilities are set out in Schedule 1 of this management agreement.
   2. Ensure the MUGA is opened up and kept unlocked for use during its permitted hours of operation:

08.00 - 21.00 Monday - Friday

08.00 - 20.00 Saturday and Sunday.

* 1. Reserve the MUGA for free open access to the local community use between the hours of 15:00 and 17:00 Monday to Friday and 14:00 to 17:00 on Saturday and Sunday. It will not be available for organized bookings during these hours unless the event is organized by TaSC or the PSECC. TaSC should aim for a minimum of five of these non-bookable slots to be available every week, and where practicable provide replacement slots close to the original slot.
  2. Operate a booking system for organized groups or individuals to reserve all or part of the MUGA outside the reserved slots in c) above. Charge appropriate fees for such bookings
  3. Ensure that when the MUGA is not booked it should be available for free community use, unless this is not possible for maintenance or other reasons. TASC will inform PSECC by email if the MUGA is required to be closed at short notice.
  4. Ensure, where possible, that priority for bookable slots is given to local people and organisations[[1]](#footnote-2).
  5. Be a not-for-profit organisation. All funds raised from bookings, grants, fund raising and donations must be reinvested into the MUGA. This will pay for expenditure in relation to the successful running of the MUGA.
  6. Ensure reserves accrue year on year, where possible. Reserve funds will be specifically earmarked for the major costs associated with the MUGA structure.
  7. Maintain the MUGA facility and club room, including implementing the jointly agreed maintenance plan; and reporting maintenance and safety issues to PSE CC in a timely manner. Major contracts and costs will be jointly agreed by TaSC and PSE CC..
  8. Take out appropriate insurance cover.
  9. Provide the following documents to PSECC on an annual basis by 30th June each year:  
     1. A plan for operation and development of MUGA activities in the next year.
     2. A report on the use made of the MUGA in the previous year.
     3. Annual return and financial accounts in relation to Charity Commission.
     4. Details of insurance held for the MUGA and TaSC trustees.
  10. Meet with representatives of PSECC a minimum of twice per year to discuss operation of the MUGA.

1. PSECC shall:
   1. Ensure the condition of the MUGA facility and club house, which are CC assets, is maintained at a good standard for the long term.  The responsibilities are set out in Schedule 2 of this management agreement.
   2. Take out appropriate insurance cover, and provide details of the insurance cover relating to the Community Council's responsibilities for the MUGA to TaSC each year.
   3. Prepare a costed maintenance plan for agreement with TaSC.
   4. Adhere to the maintenance schedule agreed.
   5. Invoice TaSC for the agreed costs of maintenance work.
   6. Liaise with Vale of Glamorgan Council for periodic safety inspections of the MUGA.
   7. Consult with TaSC before carrying out any improvement or alteration works to the MUGA.
   8. Meet with representatives of TaSC a minimum of twice per year to discuss operation of the MUGA.
2. This Agreement may be terminated by either party giving to the other not less than six months notice.
3. This Agreement will be formally reviewed after 1 year from the date of its signing. After this, every four years unless either party requests a review before this period.

**Signed:**

For PSECC:

Name: Position:

Signature:

For TaSC:

Name: Position:

Signature:

**Schedule 1 Roles and Responsibility of TaSC**

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| Role | Responsibility |
| Revenue Generation | 1. Raise money through bookings. 2. Apply for grants to pay for equipment and develop sporting activities for the community. 3. Hold periodic fundraising events in association with clubs and users to boost revenue. |
| Insurance | 4. Take out appropriate insurance to cover risks to equipment, contents of the clubhouse, liabilities, and any other risks identified by TaSC. |
| Equipment | 1. To provide and maintain all equipment that will be available for use. Equipment to be made available to individual or organized users at the discretion of TaSC. |
| Fire Safety | 1. To ensure there is an up-to-date fire risk assessment in place. 2. To provide and maintain all necessary fire safety equipment. |
| Electric costs | 1. To provide floodlight tokens, TaSC will charge an appropriate fee for lighting tokens. 2. To pay electricity costs of the clubhouse. |
| Water Costs | 1. To pay for the costs of water usage and sewage disposal arising from use of the clubhouse. |
| General Maintenance and repairs | 1. To agree an appropriate maintenance plan for the MUGA with PSECC. 2. Ensure sufficient revenue is raised to cover maintenance costs (assets and equipment). 3. To report any maintenance and safety issues to PSECC in a timely manner. |
| Booking | 1. To provide and manage a booking system. |
| Liaison with users | 1. Deal with all correspondence with sport users, including clubs and organised groups. |
| Security | 1. Ensure that the MUGA is adequately secured to deter vandalism and theft. |

**Schedule 2 Roles and Responsibilities of PSE CC**

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| Role | Responsibility |
| Insurance | 1. Take out appropriate insurance to cover risks to the MUGA and clubhouse, and any other risks identified by PSE CC. |
| Electric costs and Electric certification | 1. Community Council to obtain statutory certificates and arrange for necessary inspections. |
| Fire Safety | 1. To ensure all fire safety standards are met and reviewed in line with statutory requirements. |
| Water | 1. To maintain an adequate water supply. |
| General maintenance and repairs | 1. To coordinate Vale of Glamorgan Council MUGA inspections to identify any required repairs. 2. To prepare an annual maintenance plan for the MUGA for agreement with TaSC and coordinate necessary works to be undertaken. 3. To recoup maintenance costs from TaSC where directly related to the MUGA. 4. Where appropriate, seek a contribution towards indirect costs. 5. Be ultimately responsible for maintenance to a safe standard. |
| Safe access | 1. Provide and maintain safe access to and from the MUGA for all users. |
| Fundraising | 1. Support fundraising events to boost revenue for the maintenance of the MUGA. 2. Submit grant applications for appropriate funding. |

End of Document *Final draft 24/5/21*

1. ‘Local’ means the communities of St Brides super-Ely, Peterston-super-Ely and Pendoylan. [↑](#footnote-ref-2)