Service Level Agreement (SLA) for Facility Usage and Management

Updated 13-3-24

Definitions

Hiring Party - Yorkshire Regional Talent Centre (hereby known as YRTC), Junior Football Academy based at 36 High Street, Silkstone, Barnsley, S75 4JW.

Facility Operator – Trinity Academy, St Edward's (hereby known as TASE).

1. **Purpose**: This Service Level Agreement (SLA) outlines the terms and conditions governing the partnership between TASE and YRTC for the use and Management of the Astroturf facility and Grass Pitches located at the TASE. The agreement will setup levels of service, costs of hiring the facilities and methods of resolving disputes.

2. **Facility Overview**: TASE agree to provide YRTC access to the following facilities during the hire periods:

   a) Astroturf Facility including Floodlights.
   b) Grass Pitches
   c) School Cafe Facilities
   d) Storage Container Area
   e) Toilet Facilities
   f) Car Parking

3. **Safeguarding and Child Welfare**: YRTC agrees to adhere to the latest Department of Education statutory guidance regarding safety. This is currently entitled 'Keeping Children Safe in Education 2023'. This guidance will be updated annually in line with the latest release from the Department for Education. YRTC will also ensure that all users of the facility are compliant with the latest FA safeguarding requirements. Currently, all coaches must have an in date Enhanced DBS certificate and be in date with their FA Safeguarding Childrens Course. Any breaches of safeguarding will be reported following Trust protocol, including where necessary to the LADO and this could result in a termination to the agreement.

4. **Insurance:** YRTC will ensure that all users are affiliated with the FA. FA Affiliation requires a club to have Bluefin insurance that that incorporates Public Liability, Employers Liability, Professional Liability, Officer and Community Liability and Cyber Liability.

5. **Usage Guidelines**

   a) YRTC shall manage and hire the facilities as above for 50 weeks of the year (Excludes 2-week Christmas break)

   b) YRTC will directly hire the facilities as set out in attached Addendum A.

   c) YRTC will manage the bookings of the Astroturf and Grass pitches during the time periods when the facilities are not being hired by YRTC.

   d) The school café facilities may be made available during the weekend letting periods.

   e) TASE and YRTC will plan appropriate management and staffing arrangements for when the café is to be in use. The arrangement could involve staff of Trinity or YRTC or a combination of both.

   f) YRTC will provide a shipping container for storing their equipment, such as footballs, cones, bibs, mini goals etc.

   g) TASE and YRTC will collaborate to identify the most suitable location for the shipping container on the site so that equipment is conveniently accessible for both the Astroturf and Grass pitches.

   h) Wix will be used as a booking platform for the facilities which will be managed by YRTC. Both YRTC and TASE will access to the system. A booking can only be made by parties who have been verified as suitable to use the facilities. Money will be paid to YRTC prior to facilities being used. Fees due to TASE will be paid on the 1st Monday of every month.

   i) TASE (or an appointed company) will manage the opening and closing of the facilities during the letting periods and maintain the security of the site.

   j) TASE retains the right to schedule school-related events or maintenance activities that may affect facility management. Such scheduling conflicts will be communicated with a minimum of 2 weeks' notice.

6. **Duration of Agreement**: This agreement shall be effective from the signature date and will be reviewed every 6 months from the date the facilities become operational and will be a rolling agreement unless terminated earlier by mutual consent with either party not giving less than 6months notice or for breach of terms.

7. **Responsibilities**

TASE Responsibilities:

a) Maintain the facilities in good condition.

b) Grass cutting weekly during summer months.

c) Provide access to changing rooms and other necessary amenities.

d) Ensure a safe and secure environment.

e) Plan for opening and closing the facilities during letting periods.

f) Maintain the security of the site.

YRTC Responsibilities:

a) Adhere to the agreed-upon schedule as included in schedule A.
b) Respect TASE's rules and regulations. (These may change from time to time.
c) Manage the bookings of the Astroturf and Grass pitches during the time periods when not hired by YRTC.
d) Ensure that all the parties who hire the facility are affiliated with the County FA.
e) Ensure that all parties who hire the facilities have FA insurance that incorporates Public Liability, Employers Liability, Professional Liability, Officer and Community Liability and Cyber Liability.
f) Ensure that all parties using the facility comply with the FA safeguarding requirements.
g) Ensure that all parties using the facility provide contact details of the club's welfare officer.
h) Ensure the conduct of participants and spectators align with the school's standards.
i) Provide a shipping container for equipment storage.
j) Collaborate with TASE to identify a suitable location for the shipping container.
k) Collaborate with TASE on management and staffing arrangements for the café during letting periods.
l) Collaborate with TASE on a process for transferring letting fees between bank accounts.

m) Support TASE with funding bids.

8. Fees and Payment:

a) YRTC agrees to pay the following usage fees:

i. **Weekday rate**: £30 per hour for one third of the Astroturf and £30 per hour for a full 11 v 11 grass pitch.

ii. **Weekend rate** £95 for two hours for the full Astroturf pitch and £60 for two hours for an 11 v 11 grass pitch.

b) YRTC will make a payment on the first working day of each month. The agreed timetable and WIX booking system will generate the payment due. Once payment has been received an invoice will be generated to match the payment made.

9. Termination

a) Both parties recognise that the benefits of the partnership for the students/staff within both organisations and to the wider community. It is, therefore, agreed to work closely together to overcome any issues that may arise during the contract period.

b) A review will take place every 6 months to ensure the SLA remains fit for purpose however should a need arise; the SLA can be changed as required with agreement by both parties.

c) Both parties agree to a 6-month standard notice period should the agreement need to be terminated. Where practicable the termination should match the end of the football season or school year.

d) Should either party cause a material breach (See section 10) to this agreement based on failure to complete their duties. The party may terminate in the contract within 28 days' notice of the beach by giving notice in writing to confirm the breach.

10. Material Breaches

a) Nonpayment of hire fees, which are overdue on the first Monday of every month.

b) No access provided to the facility for longer than 1 month unless previously agreed.

c) Failure to comply with the Department of Education guidance for Keeping Children Safe in Educational settings. This will relate to the latest guidance released by the DfE.

d) Failure to comply with the FA guidance relating to enhanced DBS checks and Safeguarding Children

e) Failure to provide proof of suitable insurance protection.

f) Material damage caused by either party to the facility.

11. **Insurance:** TASE, under the Trust's insurance provision, will maintain adequate insurance for the facilities and YRTC shall maintain adequate insurance covering its members when using the site. Proof of insurance will be made available upon request.

12. **Confidentiality:** Both parties agree to keep any non-public information obtained during this agreement confidential.

13. **Amendments:** Any changes to this agreement must be made in writing and mutually agreed upon by both parties

This service Level Agreement is executed by the authorised representatives of Trinity Academy St Edwards, as part of Trinity Multi Academy Trust and Yorkshire Regional Talent Centre Junior Football Academy.

Trinity Academy St Edwards:

Principal Name: Mark Allen **Signature**: …… **Date**: ……

Chief Operating Officer: Peter Knight **Signature: ……** **Date: ……**

Yorkshire Regional Talent Centre:

Chaiman Name: Alastair Townsley **Signature**: …… **Date**: ……

Addendum A

NEW ASTRO TURF AND GRASS PITCH FACILITIES

PROJECTED USAGE AND INCOME

The costs to rent the facilities can be seen in section 8 'Fees and Payments'.

APPROACH

Yorkshire RTC co-ordinate 18 teams that play advanced football in the Junior Premier League on Saturdays and during School holidays. The teams are composed of advanced players from all the Sunday League feeder clubs across the local area.

Yorkshire RTC will provide a stable income from their own use of the facilities and co-ordinate the remaining block bookings using their contacts with local feeder clubs. This approach will eliminate administration costs and guarantee that the facilities are used and maintained to a high standard. Yorkshire RTC also have experience at generating funding through the football foundation to maintain and further enhance sporting facilities.

PROJECT USAGE

The tradition hiring period for a Sunday League club is 20 weeks as they move to Floodlit Astroturf when the clocks go back in October and then move onto their own grass facilities in April.

	Football Season								Off Season			
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Facility Usage	Grass	Grass	Astro	Astro	Astro	Astro	Astro	Grass	Grass	Grass	Grass	Grass

Yorkshire RTC have an extended hiring period of 46 weeks. The breaks are at Christmas (two weeks), at the end of season in May (two weeks) and during the Summer in July (two weeks).

The initial projected usage of Yorkshire RTC and its feeder clubs are shown in the tables below. However, the balance of usage will change over time as Yorkshire RTC introduce additional girls teams, disability football and soccer tots activities.

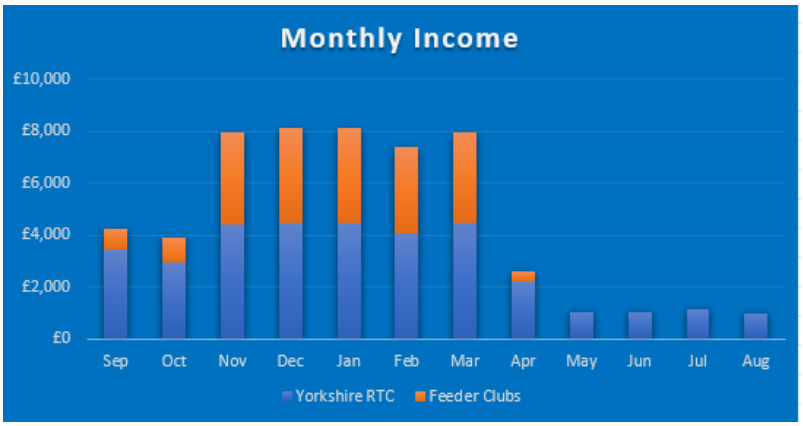
Astro				
		Astro 1	Astro 2	Astro 3
Mon	6pm	YRTC	Feeder	Feeder
	7pm	YRTC	Feeder	Feeder
	8pm	Feeder	Feeder	Feeder
Tue	6pm	YRTC	YRTC	YRTC
	7pm	YRTC	YRTC	YRTC
	8pm	Feeder	Feeder	Feeder
Wed	6pm	YRTC	YRTC	YRTC
	7pm	YRTC	YRTC	YRTC
	8pm	Feeder	Feeder	Feeder
Thu	6pm	YRTC	Feeder	Feeder
	7pm	YRTC	Feeder	Feeder
	8pm	Feeder	Feeder	Feeder
Fri	6pm	Feeder	Feeder	Feeder
	7pm	Feeder	Feeder	Feeder
	8pm	Feeder	Feeder	Feeder
Sat	9am to 3pm	YRTC	YRTC	YRTC
Sun	9am to 3pm	Feeder	Feeder	Feeder

Grass		
Mon	6pm	YRTC
	7pm	YRTC
Tue	6pm	YRTC
	7pm	YRTC
Wed	6pm	YRTC
	7pm	YRTC
Thu	6pm	YRTC
	7pm	YRTC
Fri	6pm	Feeder
	7pm	Feeder
Sat	9am to 3pm	YRTC
Sun	9am to 3pm	Feeder

PROJECTED INCOME

Based on the above parameters the projected income is:-

	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Totals
Yorkshire RTC	3420	2940	4380	4440	4440	4080	4440	2220	1020	1020	1140	960	34500
Feeder Clubs	800	980	3590	3680	3680	3320	3500	400	0	0	0	0	19950
Totals	4220	3920	7970	8120	8120	7400	7940	2620	1020	1020	1140	960	54450
Cumulative	4220	8140	16110	24230	32350	39750	47690	50310	51330	52350	53490	54450	



Summary

Based on the above parameters the projected total income from the facility will be circa £54,450. Initially circa 63% (£34,500) of the income will come from Yorkshire RTC with a potential of 37% (£19,950) coming from the Yorkshire RTC feeder clubs.