



**Memorandum of Understanding
Relating to the delivery of the
3G Football Turf Pitch
on the Torpoint Community College site in 2025**

THIS AGREEMENT is dated

2024

PARTIES

- (1) **TORPOINT COMMUNITY COLLEGE** of Trevol Rd, Torpoint PL11 2NH (**Torpoint Community College – The College**); and
- (2) **TORPOINT TOWN COUNCIL** of 1-3 Buller Road, Torpoint, PL11 2LD (**Town Council**).
(together the **Parties**).

1. BACKGROUND

- 1.1 It has been an aspiration in the local community to have improved sporting facilities in Torpoint for many years, with a MUGA or all-weather type facility being developed on The College site. The Parties are committed to work together to bring forward this aspiration to become a reality for the community.
- 1.2 The Parties recognise that in order to achieve their aims and realise the delivery of a 3G Football Turf Pitch built behind the YMCA Sports Hall by the end of 2025, for the community, they need to work in partnership and in conjunction with key stakeholders. These include Football Foundation, Plymouth YMCA, Torpoint and Rame Active Community Network and Cornwall FA. The Parties are also working with local football clubs and the Argyle Community Trust who will be key to the delivery of football and wider sporting outcomes and support.
- 1.3 This Agreement sets out a framework for that partnership.

2. COMMON OBJECTIVES

- 2.1 The Parties agree to co-operate and work together to achieve the following Common Objectives to:
 - (a) Deliver a 3G Football Turf Pitch on the College site, with a specially designed surface featuring long-pile synthetic grass which is tested to allow the pitch to host affiliated football on it whilst meeting the safety standards. It is anticipated the pitch will be available for community use during weekday evenings and school holiday periods, and at weekends.
 - (b) Offer schools in Torpoint and Rame regular opportunities to use the pitch.
 - (c) Abide by the legal requirements of all grant funders, ensuring timely reporting, for re-claim of expenditure incurred.

(d) Engage with the wider community to find out what type of sports and physical activities they would like, how this project could deliver activity that will benefit both individuals and the wider local community, and how it will impact the growth and retention of both affiliated and recreational football in the area.

2.2 The Parties acknowledge that this is a short term partnership and that there will be a range of activities undertaken to realise the Common Objectives. Many of these will be commissioned and delivered on their own timescales dependent on funding, planning permission and other drivers and constraints.

2.3 In order to deliver the Common Objectives, the Parties will collaborate to develop a Programme Plan which will be a living document monitored through the Working Group set out in Section 4 and Schedule 1 of this agreement.

3. PRINCIPLES OF COLLABORATION

3.1 The Parties agree to adopt the following principles when working towards the Common Objectives:

- (a) acknowledgement that the ultimate decision-making powers and responsibilities with regard to resources and investment rest with ~~in the respective~~ Parties' existing ~~decision making structures.~~
- (b) subject to the stipulations in Section 5 below, share relevant information as reasonably requested provided that doing so does not breach any data protection or other legislation;
- (c) communicate openly about major concerns, issues or opportunities relating to the Common Objectives;
- (d) be accountable by taking on, managing and accounting to the other Parties for the performance of the roles and responsibilities set out in the Agreement;
- (e) work collaboratively, using modern tools for communication and collaboration (e.g. MS Teams, Zoom etc.) to eliminate duplication of effort, mitigate risk and minimise costs;
- (f) adopt a respectful, positive and constructive outlook, recognising our partners' constraints of capacity and budgets;
- (g) comply with applicable laws and best practice, including any Parties procurement or contract procedure rules, data protection and freedom of information legislation;

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(h) act in a timely manner;

(i) act in good faith to support achievement of the overall Common Objectives

3.2 The Parties acknowledge that specific projects may arise during the course of this work which require separate agreements to be entered into (whether legally binding or not).

3.3 This Agreement may involve other organisations with the consent of all Parties, and who are added later by written addendum.

4. GOVERNANCE FRAMEWORK

4.1 To oversee the work and to ensure effective communications at a senior level between the Parties, a Working Group will be established as set out in Schedule 1 of this agreement, which will ensure effective operational coordination and delivery.

5. CONFIDENTIALITY

5.1 Each Party undertakes that it will not at any time use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any Confidential Information concerning the business or affairs of any other Party which may have come to its knowledge as a result of entering into this Agreement and each of the Parties shall use its reasonable endeavours to prevent the publication or disclosure of any Confidential Information concerning such matters. For the avoidance of doubt, this paragraph is legally binding and survives termination of this Memorandum.

5.2 For the purposes of this Agreement, "Confidential Information" shall mean all information (of whatever nature and however recorded or preserved) disclosed by one Party to another, which: (a) is marked as or has been otherwise indicated to be confidential; or (b) derives value to a Party from being confidential; or (c) would be regarded as confidential by a reasonable business person; except to the extent that such information is already in the public domain at the time of disclosure or enters the public domain otherwise than by a breach of any obligation of confidentiality.

5.3 The parties will not issue any statement regarding the 3G project without the consent of the other parties unless the information has become publicly available through another source.

Deleted: <#>Schedule 1 of this agreement sets out the agreed governance framework and terms of reference for the Working Group. (Jan - I have not provided ToRs – think this sentence can be deleted.)¶

6. FUNDING

- 6.1 The Town Council agrees to receive donations from third parties for and on behalf of the project. All income will be appropriately recorded in the Council accounts until The College serves an invoice request for the amount received.
- 6.2 Should the project not proceed the Town Council will return all donations from whence they have been received.
- 6.3 All terms and conditions of any grant funding secured and associated documentation for funding claims will be held for the required amount of time, by both Parties.
- 6.4 The Parties will follow the terms and conditions of the Town Council Grant Awarding Policy for any Town Council donations to be awarded to the project.

7. TERM AND TERMINATION

- 7.1 This Agreement shall commence on the date of this Agreement and shall continue to operate until either of the Parties withdraws pursuant to Section 7.2 and the period of the notice given has expired.
- 7.2 A Party can withdraw from this Agreement at any time by giving 30 days written notice to the other Party.
- 7.3 A key role of the [Working Group](#) will be to provide assurance to the Parties that the Common Objectives remain valid and achievable. In the event that the [Working Group](#) decides that the Common Objectives are not valid or achievable, its Chair will write to the Parties to that effect and make recommendations.

8. CHARGES AND LIABILITIES

- 8.1 Each party shall bear their own costs and expenses incurred in complying with their obligations under this Agreement, unless otherwise agreed.
- 8.2 All parties shall remain liable for any losses or liabilities incurred due to their own or their employees' actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this Agreement.

9. LEGAL STATUS

- 9.1 This Agreement is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from this Agreement. The Parties are nevertheless entering into the Agreement intending to honour all their obligations.

- 9.2 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either party as the agent of the other party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party.
- 9.3 Each Party shall be responsible for ensuring that they have the legal power to support the delivery of the Common Objectives.
- 9.4 Each Party acknowledges that the other Parties will have their own internal governance requirements that may be required before any formal decision can be taken by that Party. Any consensus reached in pursuance of the Common Objectives is not binding on that Party and merely indicates a willingness to explore that opportunity.

Signed for and on behalf of The Torpoint Community College	
Signature:
Name:	
Position:	
Signed for and on behalf of Torpoint Town Council	
Signature:	
Name:	
Position:	

Schedule 1

Governance Framework

To facilitate this process it is agreed that a non-constituted Working Group of key stakeholders is formed. Torpoint Community College will Chair the Working Group and invite parties to join, as required, to support delivery of the project.

A **Programme Plan** will detail the timeline of activities for the project, recognising the Football Foundation funding application deadline of 13th January 2025, for a Football Foundation decision, no later than 20th April 2025.

Torpoint Town Council will use CIL grant funding (awarded by Cornwall Council) and any other donations it has received, to exclusively support the delivery of the 3G Football Turf Pitch on the Torpoint Community College site in 2025. The CIL grant funding will ONLY be utilised according to the full terms and conditions of the grant, which stipulates an amount of £85,000 of CIL funding will be awarded, subject to the following conditions: -

1. Planning permission must be obtained.
2. Confirmation of approval of outstanding funding applications, particularly the application for £455k (**or balance of funding required**) from the Football Foundation. If one or both of the two smaller funding applications (totalling £15k) are unsuccessful, the CIL support can be increased up to £100k as long as this will fill any resultant funding gap.

Torpoint Community College will not expend the grant funding unless in receipt of authorisation from the Town Clerk and RFO at Torpoint Town Council to so do, who will be directed by decisions made by the Town Council.

Any grant funding awarded directly by Torpoint Town Council, will be subject to the terms and conditions of the council's Grant Awarding Policy see link here: -

https://www.torpointtowncouncil.gov.uk/data/uploads/3574_96844885.pdf.

Torpoint Community College and/or its appointed representatives will be available for meetings and community updates as reasonably required by Torpoint Town Council.

Torpoint Community College and/or its appointed representatives will provide regular updates to Torpoint Town Council, as requested.

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