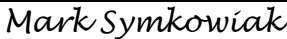


	Redmoor Academy
	Community Use Agreement

Version	4.0
Sources	Other Secondary Schools Sport England Template - https://www.sportengland.org/how-we-can-help/facilities-and-planning/planning-for-sport/community-use-agreements Planning Application 23/01164/FUL
Status	Pending
Equality Impact Assessment	
Governors oversight committee	FGB
Date approved	
Date of next review	As Required
Policy owner	Redmoor Academy
Policy location	
Target group	Active Together (Hinckley & Bosworth Borough Council) Leicestershire and Rutland County FA. Stoke Golding FC Hinckley Ladies Netball Hinckley Basketball Club All other relevant stakeholders
Consultation Period	January / February 2024
Linked policies	Lettings Policy KCSIE Child protection policy
Signed – Chair of Governors Redmoor Academy	<i>H Clayden</i> Hugh Clayden
Signed – Principal Redmoor Academy	<i>Mr M Nicolle</i> Mr M Nicolle
Signed – Nada Hankin Active Together - Hinckley & Bosworth Borough Council	<i>Nada Hankin</i> Nada Hankin

Signed – Mike Hill Stoke Golding FC	 Mike Hill		
Signed – Mark Symkowiak Hinckley Basketball Club	 M Symkowiak		
Signed – Chloe Martin & Holley Hemsley Hinckley Ladies Netball Club	  Chloe Martin Holly Hemsley		
Document History:			
Version	Date of Review	Reviewed by:	Revisions made:
1.0	20/03/2024		New Agreement Created
2.0	17/10/2024		Revised Agreement Created
3.0	20/03/2024		Revised Agreement Created
4.0	08/04/2024		Revised Agreement

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1. Recitals

- 1.1 Planning Permission was applied for by Redmoor Academy for the Development subject to conditions. One condition 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 and/or the wider school site will be managed.
- 1.2 The parties wish to enter into this Agreement in order to make the Sports Facilities at the Development and the wider school site, available (when their use is not required by the School) for use by the local community in compliance with the terms of this Agreement.
- 1.3 The School is the leaseholder of the land and owner of the School Premises and is responsible for their use and hire.

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 7 days in advance for use on a pay-as-you-play basis, where space is available

Development means 4 classroom and sports hall block for which Planning Permission is being sought

Sports Facilities means the sports facilities identified in Schedule 1 to this Agreement forming part of the School Premises

Management Committee¹ means the management committee as defined in clause [6.1] of this Agreement

Parties means the signatory parties to this Agreement

¹ Delete definition if no Management Committee.

Planning Permission means planning permission (reference 23/01164/FUL)

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 signatory Parties to this Agreement or their nominees

School Core Times means 8:00 to 17:30 Mondays to Fridays during term time as defined in Schedule 2 to this Agreement

School Premises means the land and buildings comprising Redmoor Academy

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;
- 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 School 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 School shall use reasonable endeavours to achieve community use targets (*where appropriate*) in line with appropriate sports development strategies, including making a contribution to local participation targets for sporting and physical activity. The School shall work with any relevant partners to provide a range of opportunities and pathways for the community. These may include existing initiatives and will also include new and local activities. There will be at least one annual meeting (annual review) including the appropriate representation from the school, local community and local council and users to review these targets and plan for subsequent years.

6. Marketing and Promotion

The School 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 with the management committee on an annual basis.

7. Management

7.1 The management Committee will establish within 3 months of the date of this Agreement to develop Community Use of the Sports Facilities in accordance with the terms of reference and constitution of Schedule 3 to this agreement.

7.2 Membership shall include representatives (or their nominee) from each of the following.

- a) Principal of Redmoor Academy
- b) Business Manager of Redmoor Academy
- c) Active Together – Hinckley & Bosworth Borough Council
- d) Parties to the agreement.
- e) Representatives from Community user groups

7.3 Under these terms of reference, the Management Committee will, in accordance with this Agreement, use a practical policy framework for the management and operation of the Sports Facilities during agreed periods of Community Use. This framework will set up:

- (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 School will be responsible for the Sports Facilities and shall subject to income:-

- (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

- 1.1 The School 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:
 - 1.1.1 contribute to a contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facilities.
 - 1.1.2 increase the use of the Sports Facilities by any Priority Groups by staging special promotions or by offering discounted rates of hire; [*where appropriate*]
 - 1.1.3 improve and increase the stock of sports equipment for use in connection with the Sports Facilities.[*where required*]

9. Monitoring and Review

- 9.1 The management committee comprising signed parties of this agreement, their representatives and other clubs using this facility shall steer monitor and review this agreement. The agenda at the annual meeting will include setting the timetable for sub meetings in accordance with Sport England guidance..
- 9.2 An annual report will be made available 1 month prior to the annual meeting of stakeholders providing 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.
- 9.3 The annual review 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.
- 9.4 The annual review 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.
- 9.5 In the event any significant changes are required to this Agreement as a consequence of each or any annual review this will be voted on during the annual review meeting.
- 9.6 The School shall not materially reduce the level of community access to the Sports Facilities 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 School Facilities are provided in accordance with the Planning Permission. In the event the School should cease, the Parties agree to make every effort to secure the continued operation of the Sports Facilities for Community Use.

11. Authority

The School 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 indoor toilets and changing facilities will be made available for Community Use. Outdoor facilities shall comprise the following (as shown edged red on the attached plan(s)):-

Sports Fields

Tennis/ Netball courts



2. The indoor sports areas and facilities (together with any ancillary facilities such as *toilets, changing rooms etc*) to be made available for Community Use shall comprise the following (as shown edged red on the attached plan(s)):-

Sports hall

Fitness Studio



Schedule 2

Arrangements for Community Use

1. Users

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

2. Hours of Access

TERM-TIME

Community Use	Mon - Fri :	17:30 – 21:30
	Sat :	09.00 – 16.00
	Sun :	09.00 – 16:00

SCHOOL HOLIDAYS

Community Use	Mon - Fri :	08:00 – 21:30
	Sat :	09.00 – 16.00
	Sun :	09.00 – 16:00

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 Hinckley and Bosworth.

To be benchmarked locally and agreed by the Management Committee.

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 and agreed by the Management Committee.
- 4.2 The agreed booking arrangements shall operate as follows:-

System to be procured prior to building being handed over

5. Parking Arrangements (if applicable)

- 5.1 90 spaces including disabled and EV charging (evening only) are available for uses alongside cycle storage.

Schedule 3 –

Management Committee – Terms of Reference & Constitution.

Redmoor Academy

Management Committee – Terms of Reference and Constitution

Membership:

The community use management committee typically includes persons representing the following parties, though other representatives and guests may be invited to attend meetings or to join the committee.

- School
- Local Authority
- Community Groups

Purpose:

1. To each set annual targets for selves towards meeting agreed aims and objectives of this agreement.
2. To review progress against previously set targets.
3. To ensure effective partnership working between the organisations involved in school/club/community use.
4. To review and agree core timetables for annual use, booking arrangements and implementation.
5. To review operational costs and pricing.
6. To consider day to day management issues and agree resolutions and timescales for rectification.
7. To share good practice and seek out opportunities for joint working.
8. To monitor public use hours to ensure no reduction in availability hours.
9. Consider potential opportunities for development of use.

Officers:

The role of the Chairperson:

- ☐ To direct and control the meetings of the committee.
- ☐ To cast a further vote if necessary to resolve any tied decision (s).
- ☐ To represent the group at other meetings and functions as necessary.

The secretary shall have the following roles:

- To compile and maintain minutes of all meetings.
- To compile issue agendas for meetings in a timely fashion.
- To take care of communications to and from the group.

Operation:

1. Full group meetings will convene at least once per annum. Additional meetings will be held as considered necessary.
2. Committee membership, terms of reference and procedures should be reviewed annually or when there is an organisational change, policy or significant requirement to review earlier.
3. The school will resolve day to day issues.

Reporting:

1. Minutes of review meetings will be circulated to all parties.

Agenda:

- (a) Apologies
- (b) Minutes & Actions of previous meeting
- (c) Reports from each partner on progress against targets
- (d) Review use of the facilities
- (e) Future timetable of use
- (f) Day to day management issues
- (g) Sports development opportunities and joint working
- (h) AOB
- (i) Date of next meeting