

	Redmoor Academy
	Community Use Agreement

Version	1		
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	All Stakeholders		
Consultation Period	January / February 2024		
Linked policies	Lettings Policy KCSIE Child protection policy		
Signed – Chair of Governors			
Signed – Principal	Mr M Nicolle Mr M Nicolle		
Document History:			
Version	Date of Review	Reviewed by:	Revisions made:
1.0	20/03/2024		New Agreement Created

Contents

No	Heading	Page
1.	Recitals	3
2.	Definitions and Interpretation	3
3.	Aims	4
4.	Arrangements for Community Use	5
5.	Targets for Community Use	5
6.	Marketing and Promotion	5
7.	Financial Matters	5
8.	Monitoring and Review	5
9.	Duration of Agreement	6
10.	Authority	6
11.	No Variations	7
12.	No Agency	7
13.	Severability	7
14.	Waiver	7
15.	Non-Assignability	7
16.	Governing Law and Jurisdiction	7
	Schedule 1	8
	Schedule 2	9
	Arrangements for Community Use	9

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

¹ Delete definition if no Management Committee.

Parties	means the parties to this Agreement
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 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 on an annual basis.

7. Financial Matters

7.1 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:

7.1.1 Contribute to a contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facilities.

7.1.2 Increase the use of the Sports Facilities by any Priority Groups by staging special promotions or by offering discounted rates of hire; particularly where pupils at the school are able to participate

7.1.3 For school use to improve outcomes for pupils

8. Monitoring and Review

8.1 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.

- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 The School shall not materially reduce the level of community access to the Sports Facilities required by Condition 6 of the Planning Permission without the prior written approval of the local planning authority following consultation with Sport England.

9. 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.

10. Authority

The School warrants that it has the full right and authority to enter into this Agreement.

11. No Variations

This Agreement may only be varied in writing by a document executed by all the Parties hereto.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 facilities to be made available for Community Use 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 :	To be agreed
	Sun :	To be agreed

SCHOOL HOLIDAYS

Community Use	Mon - Fri :	08:00 – 21:30
	Sat :	To be agreed
	Sun :	To be agreed

[Subject to the School providing appropriate justification to the management committee, the School may restrict the use of grassed sports areas to protect them to fit in with the school requirements².]

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 at a Full Governor Board (FGB) meeting.

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.
- 4.2 The agreed booking arrangements shall operate as follows:-

System to be procured prior to building being handed over

² Delete if not applicable.

5. Parking Arrangements (if applicable)

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

DRAFT