



Community Use Agreement

Agreement in relation to arrangements for community use of sports facilities at
North Chadderton School
In connection with Planning Permission PA/058622/10

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Community Use Agreement



DATE (1) NORTH CHADDERTON SCHOOL of Chadderton Hall Road, Oldham, OL9 0BN (“the **School**”)

(2) OLDHAM BOROUGH COUNCIL of Civic Centre, West Street, Oldham, OL1 1UH (“the **Council**”)

(3) ACTIVE OLDHAM C/O – Civic Centre, Level 4, West Street, Oldham, OL1 1XJ. (Community Sports Network, Sports and Physical Activity Alliance – SPAA).

1. Recitals

1.1 Planning Permission was granted by the Oldham Borough Council for the Development subject to conditions. Condition 14 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 indoor and outdoor Sports Facilities at the Development and/or 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 and Condition 14.

1.3 The School is the owner of the School Premises and is responsible for their use.

1.4 The Council has responsibility for the provision of sports facilities in the Borough area for use by and for the benefit of the community and is desirous of entering into this Agreement in furtherance of that responsibility and as the local planning authority in respect of the Development.

1.5 The Council is the local education authority for the area and the applicant for Planning Permission.

1.6 The Landowner is the owner of the School and agrees to provision of community access to the Sports Facilities

1.7 Active Oldham is the local Sport and Physical Alliance which is a partnership of key sport and physical activity stakeholders

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 the site and buildings that make up North Chadderton School for which Planning Permission has been granted

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

Management Committee means the management committee as defined in clause 7.1 of this Agreement

Parties means the parties to this Agreement

Planning Permission means planning permission (PA/058622/10) granted by the Oldham Council on 16 November 2010

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 0800hrs to 1800 hrs Mondays to Fridays during term time as defined in Schedule 2 to this Agreement

School Premises means the land and buildings comprising North Chadderton School.

3. Aims

The Parties agree to pursue the following aims:

- (a) 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 and actively promote and market these opportunities;
- (b) Operating in line with the national agenda for sport and physical activity taking into account nationally adopted strategies;
- (c) Generating positive attitudes in sport and physical activity by young people and reducing the drop out rate in sports participation with age;
- (d) Increasing the number of people of all ages and abilities participating in sport and physical activity including people with disabilities;
- (e) 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;
- (f) Using the facilities to increase the number of volunteers and support a cooperative Borough;
- (g) Support the development of a quality workforce that meets local need;
- (h) 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 overall aim will be to support more people in Oldham to become more active more often. The School shall work with the Council's Chadderton Sports Development Officer, Active Oldham and also the Council's preferred Leisure Operator to provide a range of opportunities and pathways for its students and the wider community. These may

include existing initiatives and will also include new and local activities. It will include working with local sports clubs and volunteers.

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. Management

7.1 The Management Committee will be Governor members of the Premises Committee which is an established sub-committee of the Governing Body.

7.2 The Premises Committee will ensure the following are undertaken:-

- (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.

7.3 The School will be responsible for the Sports Facilities and shall:-

- (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.

7.4 The areas available for community use are as detailed in Schedule 1

8. Financial Matters

8.1 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:

- 8.1.1 contribute to a contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facilities.
- 8.1.2 increase the use of the Sports Facilities by any Priority Groups by staging special promotions or by offering discounted rates of hire;
- 8.1.3 improve and increase the stock of sports equipment for use in connection with the Sports Facilities.

9. Monitoring and Review

- 9.1 The policy will be reviewed annually by the Premises Committee. An annual report will be produced covering the 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.
- 9.2 The School shall not materially reduce the level of community access to the Sports Facilities required by Condition 14 of the Planning Permission 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 – Areas for Community Sport Use

1. The outdoor sports areas and facilities to be made available for Community Use shall comprise the following:-
 - All Weather Pitch for Football only
 - Multi Use Games Area for all appropriate sports.

2. The indoor sports areas and facilities, together with any ancillary facilities toilets, changing rooms etc., to be made available for Community Use shall comprise the following:-
 - Sports Hall
 - Gym

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 :	1800 hrs to 2200 hrs
	Sat :	0900 hrs to 2200 hrs
	Sun :	0900 hrs to 1800 hrs

SCHOOL HOLIDAYS

Community Use	Mon - Fri :	0800 hrs to 2200 hrs
	Sat :	0900 hrs to 2200 hrs
	Sun :	0900 hrs to 1800 hrs

The hours of use by the community for internal spaces will be as above except where the school requires use for school based clubs etc

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 requirements

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 Oldham.

- 5 Court Sports Hall £38.20/hour

- Gym £22.40/hour
- Full Size AWP £82.08/hour
- Two Thirds AWP £60.36/hour
- One Third AWP £34.50/hour
- MUGA £38.20/hour

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:-

- Completion of the booking and agreement form available from the school

5. Parking Arrangements

5.1 Car parking spaces outside of school hours shall be available to park for community users.

Community Use Agreement



IN WITNESS whereof the hands of the parties or their duly authorised representatives the day and year first above written.

Signed by

Duly authorised by the School

Signed by

Duly authorised by the Council

Duly authorised by Active Oldham [Community Sports Network]

Signed by