

The Cavendish School Community Use Agreement

Date: 1 September 2016

THE CAVENDISH SCHOOL of Eldon Road, Eastbourne, East Sussex

Agreement in relation to arrangements for community use of the sports facilities at
The Cavendish School

In connection with Planning Permission EB/3238/CC

Contents

No	Heading
1.	Recitals
2.	Definitions and Interpretation
3.	Aims
4.	Arrangements for Community Use
5.	Targets for Community Use
6.	Marketing and Promotion
7.	Management
8.	Financial Matters
9.	Monitoring and Review
10.	Authority
11.	No Variations
12.	No Agency
13.	Governing Law and Jurisdiction
14.	Declaration
Schedule 1 - School plans	
Schedule 2 - Arrangements for Community Use	

DATE 1 September 2016

- (1) THE CAVENDISH SCHOOL of Eldon Road, Eastbourne, East Sussex ("the School")
- (2) The Cavendish School occupies the land on a 125yr Academy lease dated 010812. East Sussex County Council (ESCC) retain the freehold of the site.

1. Recitals

- 1.1 Planning Permission was granted by the County Council for the Development subject to conditions. Condition 22 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 will be managed.
- 1.2 The School have set up this agreement to make the Sports Facilities at the Development 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 Planning Condition 22.
- 1.3 Eastbourne Borough Council has responsibility for the provision of sports facilities in the area for use by and for the benefit of the community and is desirous of entering into this Agreement in furtherance of that responsibility
- 1.4 East Sussex County Council is the local education authority for the area.
- 1.5 The School has a community sports development project agreement and wishes to build on this arrangement in support of this agreement.

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 facility by the local community including organised sports clubs, organisations and for casual use.
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Casual Use	means availability for any individual(s) or groups to book the facility at relatively short notice for use on a pay-as-you-use basis.
Development	means that covered under Planning Permission EB/3238/CC forming a new Primary Phase as part of an all-through 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
Planning Permission	means planning permission (reference EB/3238/CC) granted by the County Council on 3 August 2015
School Core Times	means 9.00am to 5.00pm Mondays to Fridays during term time
School Premises	means the land and buildings essential for the educational purposes of the School

3. Aims

The School agrees to pursue the following aims:

- To generate positive attitudes in sport and physical activity by young people and reduce the drop out rate in sports participation with age;
- To increase and improve the quality of sporting opportunities for the students of the School and to extend their curricular and extra-curricular sports activities
- To provide additional opportunities for local people and sports organisations to participate in sport and to develop their skills, particularly among low participant groups.
- To establish the School as a local centre for Community Sports and for raising the standards of performance in the locality.

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

The ownership of the facilities remains under the control of the School's Governing Body and the operational management with Eastbourne Borough Council outside of school core time.

5. Targets for Community Use

The School shall use reasonable endeavours to achieve community use of facilities working with Eastbourne Borough Council through an existing joint use agreement for the School's sports centre

6. Marketing and Promotion

The School, in partnership with Eastbourne Borough Council, will be responsible for marketing and promoting the facility in accordance with the targets.

7. Management

7.1 The School's Governing Body, working in partnership with Eastbourne Borough Council, will be responsible for the management of the sports facilities. This partnership already exists as per the joint use agreement where advantages can be shared between these parties for the benefit of the community.

7.2 The School will be responsible for the Sports Facilities in school core time and Eastbourne Borough Council in community core time and both shall:-

- (a) resource, control and routinely ensure the maintenance of the sports facilities in a manner that will allow achievement of the agreed aims,
- (b) make the sports facilities available on the occasions and times specified in Schedule 2:

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 used to contribute to maintenance, repairs and ultimately renewal of the sports facilities.

8.2 The Governing Body shall be free to enter into agreements for making available the sports facilities during the school core time to other persons or bodies on such terms and at such costs as they may in their discretion determine. Such agreements shall not, however, prejudice the operation of this Agreement

8.3 Where arrangements exist between Eastbourne Borough Council and the School in terms of community use, the School wish for these arrangements to be extended to cover this facility. Any costs/recharges will be agreed by the School and Eastbourne Borough Council.

9. Monitoring and Review

9.1 An annual report shall be made available to the Governing Body with details of 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 It may be necessary to review the aims, targets and finance of the community use agreement. This will be done by all parties within the existing joint use agreement.

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 approved by the Full Governing Body in agreement with Eastbourne Borough Council.

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 any parties.

13. Governing Law and Jurisdiction

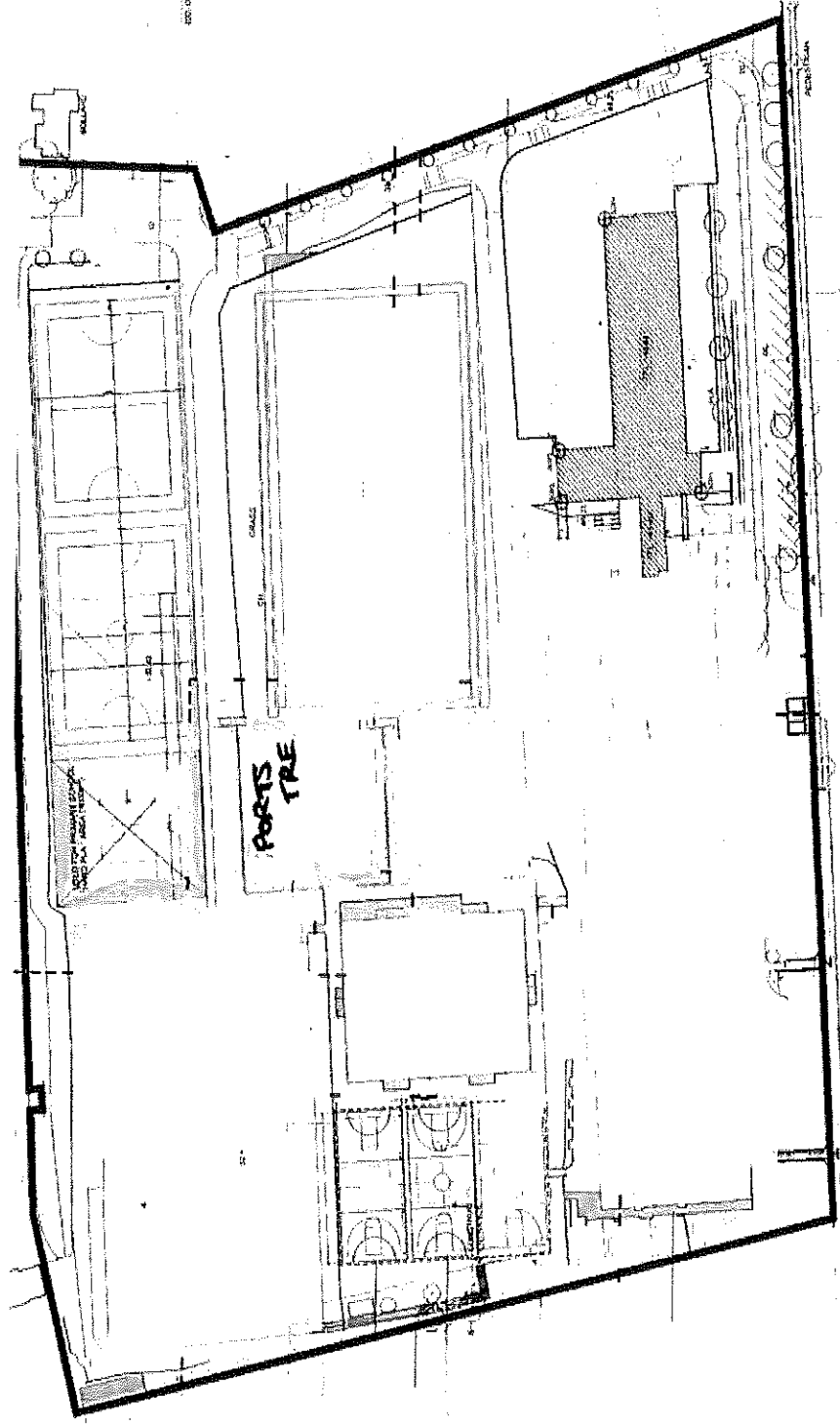
This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

14. Declaration

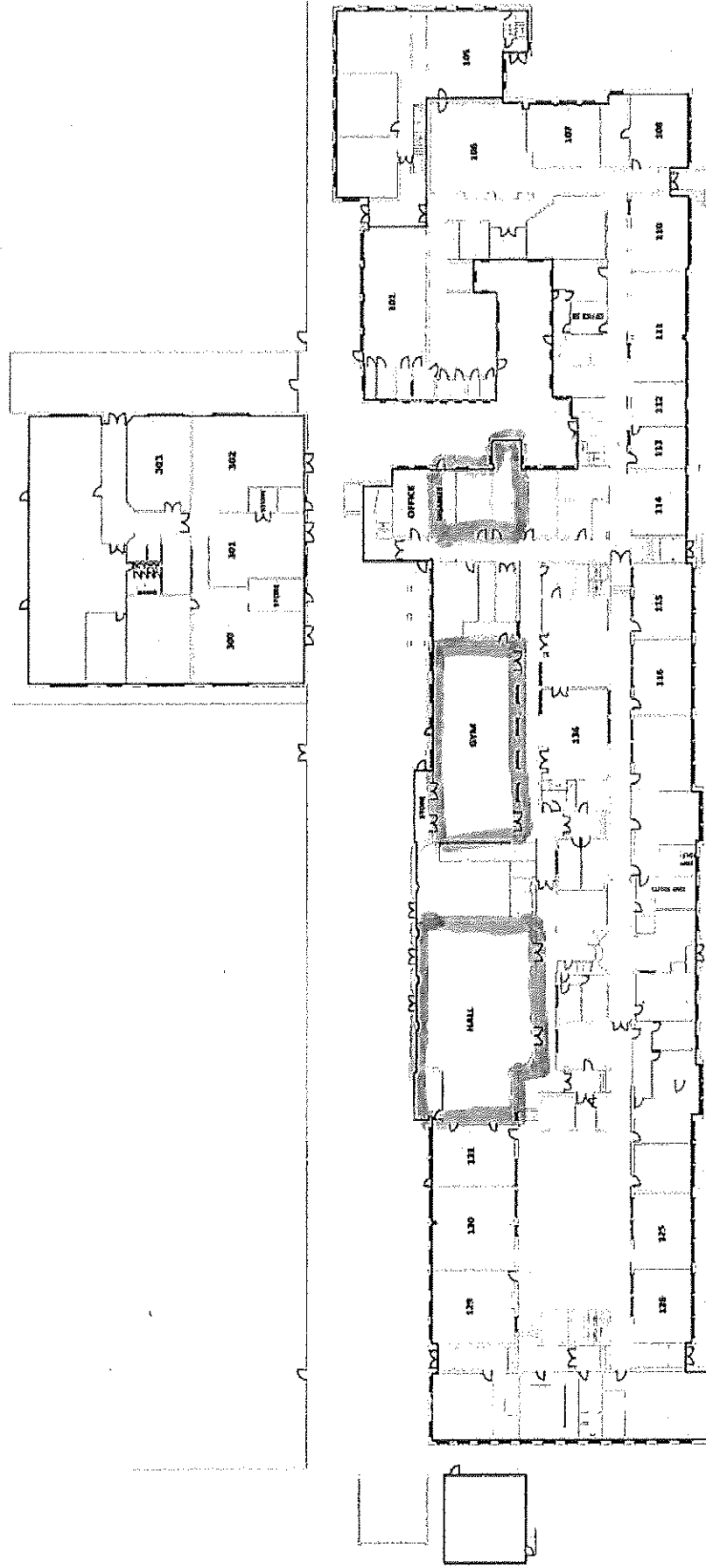
This agreement runs alongside the joint use agreement managed by the joint management liaison committee.

Schedule 1

1. The outdoor sports areas and facilities to be made available for Community Use shall comprise the following (as shown edged yellow on the attached plan):-



2. The indoor sports areas and facilities to be made available for Community Use shall comprise the following (as shown edged green on the attached plan) PLUS the sports centre marked in 1. above:-



Schedule 2

Arrangements for Community Use

1. Users

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

2. Hours of Access

Community Use

TERM-TIME		
Sports Centre	Monday to Friday	5.30pm – 10.30pm
	Saturday and Sunday	9.00am – 10.30pm
School Hall & Gym	Monday and Friday	5.30pm – 10.30pm
	Saturday	9.00am – 10.30pm
SCHOOL HOLIDAYS		
Sports Centre, School Hall & Gym	Every day	9.00am – 10.30pm

[Time may need to be used from the above for repairs and maintenance]

[Subject to the School providing appropriate justification to providers of community use the School may restrict the use of grassed sports areas to protect them to fit in with the school requirements.]


3. Pricing

- 3.1 Pricing shall apply to maximise Community Use and in accordance with the aims of this Agreement as agreed by the school.

4. Booking arrangements

- 4.1 An easy and accessible booking arrangement for Casual Use and block bookings shall be established for hire of the Sports Facilities.

Duly authorised by the School:

Signed by 

date 9 JUNE 2016

Print Name PETER MARCHANT
HEADTEACHER