

**Draft Community Use Agreement in
relation to arrangements for
community use of the sand based
Astro Turf sports facility and car
park at Uplands Community College**

- **The School – Uplands Community College**
- **Local Authority – East Sussex County Council**
- **Uplands Sports Centre**
- **Wadhurst Parish Council**
- **Community users**

**In connection with Planning Permission
[reference]**

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DATE: November 2013

- (1) **UPLANDS COMMUNITY COLLEGE** of Lower High Street, Wadhurst, East Sussex, TN5 6AZ (“the **School**”)
- (2) **EAST SUSSEX COUNTY COUNCIL** of County Hall, St Anne’s Crescent, Lewes, East Sussex, BN7 1UE (“the **County Council**”)
- (3) **EAST SUSSEX COUNTY COUNCIL** of County Hall, St Anne’s Crescent, Lewes, East Sussex, BN7 1UE (“the **Landowner**”)
- (4) **UPLANDS SPORTS CENTRE** of Lower High Street, Wadhurst, East Sussex, TN5 6AZ (“the **Community Sports Centre**”)
- (5) **WADHURST PARISH COUNCIL** of [address] (“the **Parish Council**”)

1. Recitals

- 1.1 Planning Permission was granted by the [Council/County Council] for the Development subject to conditions. Condition [insert number] 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 floodlit Astro Turf Sports Facilities and car park at the 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 Conditions.
- 1.3 East Sussex County Council is the owner of the School Premises and the school responsible for their use.
- 1.4 The School has some 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.
- 1.5 The County Council is the local education authority for the area and the Landowner for Planning Permission/local planning authority. The County Council is the owner of the

land and of the School and agrees to provision of community access to the Sports Facilities.

1.6 Uplands Sports Centre has been appointed by the School to manage and operate the Facility

1.7 Uplands Community College and Uplands Sports Centre supports and promotes community participation in sports in the local area.

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

Development means the floodlit Astro Turf sports facilities and car park 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 (reference []) granted by the [Council/County Council] on [date]

Priority Groups	means those groups identified by the Parties as being under represented for a particular activity engaged in the use of the facility
Review Committee	means representatives of each of the Parties to this Agreement or their nominees
School Core Times	means 8.30am to 4.30pm Mondays to Fridays during term time as defined in Schedule 2 to this Agreement
School Premises	means the land and buildings comprising Uplands Community College and Uplands Sports Centre.

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;
- To provide an engaging and stimulating learning environment

- To ensure students to receive high quality teaching and learning during periods of inclement weather
- To provide a specialist surface on which students can develop their hockey and tennis skills
- To raise the profile of Physical Education and fitness
- The new development will allow for greater staff and 6th form parking on site

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 of this Agreement. The facility may also be offered during School Core times depending on individual requests and school usage during the time requested.

5 Targets for Community Use

The School shall use reasonable endeavours to achieve community use targets 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 the Sports Centre, Local Authority Sports Development groups, community sports groups, Wadhurst Parish Council and other relevant bodies to provide a range of opportunities and pathways for the community. These may include existing initiatives and will also include new and local activities.

6 Marketing and Promotion

The Sports Centre 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 Community Services Committee will be responsible for the development of 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 representative(s) (or their nominee) from each of the following:-

- a) The School
- b) The Sports Centre
- c) Uplands childcare facility
- d) 4 members of the Governing Body
- e) Targeted Youth Support Service
- f) ACRES
- g) Community groups, including Parish Council representatives

7.3 Under these terms of reference, the Community Services Committee will, in accordance with this Agreement, seek to establish a practical policy framework for the management and operation of the Sports Facilities during agreed periods of Community Use.

This framework should seek to enable:

- 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 and Uplands Sports Centre 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 heating, lighting 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

8.1 The School and Uplands Sports Centre 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 (where appropriate)
- 8.1.3 improve and increase the stock of sports equipment for use in connection with the Sports Facilities (where required)

9 Monitoring and Review

9.1 One week prior to the date on which the Community Services Committee meets to discuss the financial year end report, Uplands Sports Centre shall make available to the Committee details of all usage. This includes 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 Community Services Committee 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.

9.3 Community Services Committee 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.

9.4 The School and Uplands Sports Centre shall implement all reasonable recommendations of the Community Services Committee as soon as reasonably practicable.

9.5 In the event any significant changes are required to this Agreement as a consequence of each or any annual review prior written approval of each of the Parties to this Agreement shall be required.

9.6 The School shall not materially reduce the level of community access to the Sports Facilities required by Condition *[insert number]* 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. The Agreement will be reviewed on an annual basis and when agreed by all parties will be updated accordingly

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. The Agreement will be reviewed on an annual basis and when agreed by all parties will be updated accordingly

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 facilities to be made available for Community Use shall comprise the following as shown edged red on the attached plan(s):-

(See appendix 1)

2. The indoor sports areas and facilities (together with any ancillary facilities (toilets, changing rooms, etc.)) are to be made available for Community Use comprising of the facilities available in the Sports Centre

Schedule 2

Arrangements for Community Use

1. Users

- 1.1 The Sports Facilities and car park shall be made available for Community Use outside of core school hours.
- 1.2 Wadhurst Astronomical Society shall have access to the school grounds during the evenings on pre-agreed dates to support field work. The school will ensure that at these pre-agreed times all external lighting on site will be switched off to reduce night sky light pollution.
- 1.3 All users of the facility to adhere to the Sports Centre Code of Conduct and Etiquette's policy
- (see appendix 2)*
- 1.4 The school and Sports Centre will do their best to accommodate any reasonable request from community users.

2. Hours of access for use of Sports Centre facilities

TERM-TIME

Community Use	Mon - Fri	5.00pm to 9.00pm
	Sat:	9.00am to 6.00pm
	Sun:	9.00am to 6.00pm

SCHOOL HOLIDAYS

Community Use	Mon - Fri	9.00am to 9.00pm
	Sat:	9.00am to 6.00pm
	Sun:	9.00am to 6.00pm

BANK HOLIDAYS		9.00am to 1.00pm
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HOURS OF USE FOR THE PORTABLE FLOODLIGHTS

TERM-TIME

Community Use	Mon - Fri	5.00pm to 9.00pm
	Sat:	10.00am to 6.00pm
	Sun:	10.00am to 6.00pm

SCHOOL HOLIDAYS

Community Use	Mon - Fri	10.00am to 9.00pm
	Sat:	10.00am to 6.00pm
	Sun:	10.00am to 6.00pm

BANK HOLIDAYS		10.00am to 1.00pm
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The facility will NOT be open for access on the following days: CHRISTMAS DAY, BOXING DAY, NEW YEARS DAY and EASTER SUNDAY (Palm Sunday)

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 within a 10 mile radius.

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 the existing booking procedures currently used by Uplands Sports Centre.
- 4.2 The agreed booking arrangements shall operate as follows:-

Uplands Sports Centre currently uses an online facility for all bookings as well as the standard form and telephone booking system. *(See appendix 3 for the standard booking form)*

5. Parking Arrangements

- 5.1 Car parking spaces shall be available for community users to park on Uplands Community College site outside of core school hours.
- 5.2 Uplands Community College and Uplands Sports Centre will direct staff and 6th form students to use the car parks during the core school day. The car park adjacent to the Astro Turf facility will be a long stay car park and the car park at the front entrance will be the short stay and overflow car park. It is the responsibility of Uplands Community College to monitor the appropriate usage of their car parks.
- 5.3 The car park adjacent to the Astro Turf shall be locked every evening at the same time as the Muga/Astro Turf as per the agreed hours of access

Schedule 3

Community Services Committee

Terms of Reference and Constitution for use of Astro Turf

1. Purpose

- (a) To monitor progress against agreed aims and targets: programming, usage and financial and to provide regular reports for the stakeholders of the school on those topics.
- (b) To decide on policy issues e.g. pricing, the framework of sports programmes and staffing.
- (c) To ensure effective partnership working between the organisations involved in school community use.
- (d) To determine strategies for future developments at the School and timetables for their implementation.

2. Officers

The Chair shall have the following roles;

Role of Chair:

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 committee at other meetings and functions as necessary.

The Clerk to Governors has the following role;

Role of Clerk to Governors:

To compile and maintain minutes of all meetings.

To compile and issue agendas for meetings in timely fashion.

To take care of all communications to and from the committee.

3. Operation

- (a) The Community Services committee will convene at least three times per annum. Additional meetings will be held as considered necessary by a simple majority of members.
- (b) Uplands Sports Centre will resolve day to day issues. Whilst the Sports Centre has full authority for any decisions they must adhere to the policy framework established by the committee.
- (c) Day to day operation will be the responsibility of the Sports Centre.
- (d) Sub-groups/committees may be formed by the Community Services Committee if considered necessary or desirable.

4. Reporting

- (a) Minutes of committee meetings will be maintained.
- (b) A formal annual report, as set out in paragraph 9 of this agreement, will be issued to cover policy, financial and sports development matters.
- (c) Other specific reports requested by other committee members when possible.

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 Uplands Community College

Signed by

Duly authorised by East Sussex County Council

Signed by

Duly authorised by Uplands Sports Centre

Signed by

Duly authorised by Wadhurst Parish Council