Date: 5th May 2017.

Community Use Agreement

for the use of the

Artificial Grass Pitch

at

King Edward VI Community College

Agreement between :

The Governing Body of King Edward VI Community College and Devon County Council

Agreement in relation to arrangements for the community use of the Artificial Grass Pitch at King Edward VI Community College

In connection with Devon County Council Planning Permission – application reference

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(1) **THE GOVERNING BODY OF** King Edward VI Community College ("the School")

(2) **DEVON COUNTY COUNCIL** ("the **Council**")

1. Recitals

1.1 Planning Permission was granted by the Devon County Council for the Development subject to conditions. Condition **X** 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 Artificial Grass Pitch Sports Facilities on 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 Condition.

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 local 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 Devon County Council is the local education authority for the 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 one days in advance for use on a pay-as-you-play basis, where space is available
Development	means creation of new external sports pitch with associated features including Artificial Grass Pitch 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
Football Development Group	means the Football Development Group committee as defined in clause [7.1] of this Agreement
Parties	means the parties to this Agreement
Planning Permission	means planning permission Application reference: **XX** granted by Devon County Council on **XX**
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 **9am to 6pm** Mondays to Fridays during term time as defined in Schedule 2 to this Agreement
School Premises	means the land and buildings comprising King Edward VI Community College.

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 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 Devon County Council and community 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.

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 A Management Committee will be established 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 representative(s) (or their nominee) from each of the following:-

(a) King Edward VI Community College (staff and Governor representation)

(b) Devon County Council

(c) Community Partners

(d) Club representation

7.3 Under these terms of reference, the Management 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 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.

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. (detail to be added about how the sinking fund will to be set aside from the School accounts or if it is included in the School Accounts how it is going to be ring-fenced to replace and upgrade the pitch)

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 One month prior to the date on which the Management Committee produces its annual report the School shall make available to the Management Committee 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 Management 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;
- maintenance.
- progress towards achieving the sinking fund targets

9.3 The Management 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 shall implement all reasonable recommendations of the Management 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.

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 facilities to be made available for Community Use shall comprise the following:

    - Artificial Pitch

2. The indoor facilities to be made available for Community Use shall comprise the following :-

    - Changing rooms, toilets and shower facilities

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**	**18:00 to 22:00**
	Sat :	**09:00 to 20:00**
	Sun :	**09:00 to 20:00**

SCHOOL HOLIDAYS

Community Use	**Mon - Fri :**	**09:00 to 22:00**
	Sat :	**09:00 to 20:00**
	Sun :	**09:00 to 20:00**

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 the South Hams.

Pricing Policy – Weekdays – 6pm to 10pm			
Key Partner Clubs	**Charter Standard Clubs**	**Non Charter Standard Clubs / Pay and Play**	**Other hire – Full pitch per hour**
Quarter pitch - £30	Quarter pitch - £32	Quarter pitch - £35	Commercial - £110
Half pitch - £50	Half pitch - £55	Half pitch - £60	County FA - £80
Full pitch - £75	Full pitch - £95	Full pitch - £100	Professional Club - £80

Key partner clubs, CFA and Pro Clubs	Other hire
Off peak hire – Quarter pitch - £20	Off peak hire – Quarter pitch - £25
Off peak hire – Half pitch - £30	Off peak hire – Half pitch - £40
Off peak hire – Full pitch - £20	Off peak hire – Full pitch - £65

Match Play weekends
5v5 Mini Soccer – Quarter pitch per hour - £15
7v7 - Half pitch per hour - £25
9v9 – Half pitch per 1.5 hour booking - £30
11v11 Full pitch per two hour booking - £70

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 booking system.

4.2 The agreed booking arrangements shall be finalised after the first Management Committee meeting.

5. Parking Arrangements (if applicable)

5.1 50 car parking spaces shall be available to park for community users

Schedule 3

Management Committee Terms of Reference and Constitution

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.

A Secretary will be elected by the full committee at the first meeting of each financial year (April to March) and will serve for one full year.

- Role of Secretary:
  - 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 full committee will convene at least three times per annum. Additional meetings will be held as considered necessary by a simple majority of members.

(b) The School will resolve day to day issues. Whilst the School has full authority for any decisions they must adhere to the policy framework established by the full committee.

(c) Day to day operation will be the responsibility of the School.

(d) Sub-groups/committees may be formed by the Management 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 ……

Chair of Governors, King Edward VI Community College.

Duly authorised by the Governing Body of King Edward VI Community College

Signed by ……

Duly authorised by Devon County Council.