

App Ref: PA/2016/1650 - BAYSGARTH SCHOOL - Sport
England Ref: Y/NL/2016/43913/C

Bob Sharples <Bob.Sharples@sportengland.org>

Fri 28/10/2016 15:04

To: Planning <Planning@northlincs.gov.uk>;

 1 attachment

Community Use Agreement -NEW.docx;

FAO J Roberts Esq.

Dear James,

Thank you for consulting Sport England in respect of the details relating to the approval of details reserved by condition 16 (community use) in relation to PA/2014/1301.

I have assessed the submitted document and I am afraid it reads more like a lettings policy than a community use agreement. I cannot therefore recommend discharge of the condition.

I am attaching a good example which the applicants could use a base template

If you would like any further information or advice please contact the undersigned at the address below.

Yours sincerely,

bob

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Principal Planning Manager - Northern Hub




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[Sport England](#)

This girl can

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Date - 13th April 2016

COMMUNITY USE AGREEMENT

The Governing Body of St Thomas a Becket Catholic School

Local Authority - Wakefield

Land owner - Dioceses of Leeds



wakefieldcouncil
working for you

Community Use Agreement for the use of Sports Facilities at:

St Thomas a Becket Catholic School,

Barnsley Road

Sandal,

Wakefield,

WF2 6E.

In connection with Planning Permission

15/01914/FUL



Community Use Agreement

This agreement is made on 13th day of April 2016

1. Parties

- 1.1 The Governing Body of St Thomas a Becket Catholic School (the Governing Body)
- 1.2 St Thomas a Becket Catholic School (the school)
- 1.3 Wakefield Local Authority (the authority)

2. Recitals

- 2.1 Planning Permission (15/01914/FUL) was granted by Wakefield Council for the development subject to conditions. Condition 14 of the Planning Permission requires that this agreement shall be submitted to the local planning authority for approval to demonstrate how community use of the Sports Facilities within the development will be managed for community use.
- 2.2 The Governing Body and the Authority wish to enter into this agreement to make the Sports Facilities (both indoor and outdoor) of the School available (when their use is not required by the school from 18.00 till 21:00 each evening Monday to Friday, and from 9:00 till 16:00 on weekends) for the use by the local community to promote participation in community activities and encouraging provision of community facilities in compliance with the terms and conditions of this Agreement.
- 2.3 The School is the owner of the School Premises and is responsible for their use.



Definitions and Interpretation

Anchor Clubs	Local sports clubs and teams who will use the Facility as a Hub for practices, fixtures and events.
Club Bookings	bookings with a named, established or affiliated club with an agreed arrangement with the school.
Community Use	means use of the Sports Facilities by the local community.
Sports Facilities	means the sports facilities identified in Schedule 1 to this agreement forming part of the school premises.
Low Income	In receipt of Unemployment Benefit or Income Support
Marginal Costs	Staff costs and administration, heating, lighting, cleaning and routine maintenance, publicity, insurance premiums, non-capital equipment purchase and maintenance.
Parties	means the parties to this Agreement
Planning Permission	means planning permission granted by Wakefield County Council (reference number 15/01914/FUL) for the development of the Sports Hall and associated Sports Facilities.
Peak Use Period	the busiest periods, identified in schedule 1
People with Disabilities	all registered disabled people
Priority Groups	means those groups identified by the Parties as being under represented for a particular activity engaged in, identified in Schedule 2.
Review Panel	means representatives of each of the Parties to this Agreement or their nominees
School Core Time	means the hours of operation (8:00 till 17:30 Monday to Fridays during Term time as defined in Schedule 2 of this agreement)



School St Thomas a Becket Catholic School, Barnsley Road, Sandal, Wakefield, WF2 6EQ.

School Premises means the land and buildings and facilities owned by the School.



3. Aims

The School, Governing Body and Wakefield Council agree to support development and use of the Facility in order to pursue the following aims.

- 3.1 To increase and improve the quality of community activities to the pupils of the school in curricular and extracurricular activities.
- 3.2 To provide affordable opportunities for, residents and local organisations to participate in community activities, particular where low participation groups are involved.
- 3.3 To generate positive attitudes in sport and physical activity for young people and reduce the dropout rate in sports participation with age.
- 3.4 Increase the number of people of all ages and abilities participating in sport and physical activity including people with disabilities and those with low income.
- 3.5 Use the Sport Facilities to encourage the range, quality and number of school sports club links and to stimulate competition and resilience that is inclusive of sports men and women.

4. Objectives

In accordance with the above aims the Parties agree to the following objectives:

- 4.1 To maintain a balanced programme of use that satisfies school needs and provides for a wide range of community provision.
- 4.2 To provide facilities at a cost to the user which is in line with local norms for other facilities under the control of Wakefield County Council or other schools who are subject to an agreement involving Wakefield Authority.



5. Marketing and Promotion

- 5.1 The School will be responsible for marketing and promoting the community use of the Sports Facilities in accordance with the agreed aims, objectives and targets. A marketing strategy will be prepared and implemented and reviewed on an annual basis.
- 5.2 The school will liaise with West Yorkshire Sport within the first 12 months of operation to share good practice and review the initial impact the Sports Facility will have on community involvement.

6. Management

The Governing Body and the School agree to:

- 6.1 Establish a management committee within 9 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.
- 6.2 Be responsible for managing the Facility to support the aims and objectives set out in this Agreement.
- 6.3 Make the Facility available as per Schedule 1.
- 6.4 Develop specific agreements with anchor clubs that will regularly use the Facility.
- 6.5 Provide lights, heating and other amenities as required for the Facility to be used properly.
- 6.6 Maintain full reinstatement value insurance of the Facility against all usual commercial risks including public liability.
- 6.7 Keep the Facility in good working order and repair accidental damage arising from damage by an insured risk.



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 Facility during agreed periods of Community Use.

Within the financial constraints imposed by Part 2 Chapter VI of the Education Act 1996 as amended and the Governing Body's Instrument of Government this framework should include:

- 6.8 Agreement with user groups and clubs of an affordable pricing scheme which clearly assists the aims and objectives of this Agreement whilst seeking to recover the Marginal Costs and where possible make some provision for replacement of end-of-life assets, so that the use can be financially sustainable.
- 6.9 Agreement with all parties regarding promotion, forward planning, take-up targets for activities and review of performance.
- 6.10 Ensure that the Sports Facility comply with all legislation and guidance in force of this Agreement relating to equal opportunities of access, where appropriate.
- 6.11 Flexibility to extend access beyond the defined Community Use Period provided that this does not adversely affect the School's activities.
- 6.12 Straightforward booking arrangements for Club bookings.
- 6.13 Regular review of the programme bookings during the first 12 months of operations of the Facility under this Agreement, and will be reviewed on an annual cycle.
- 6.14 The Premises Committee will liaise with the Management committee to enforce the above 6.3 to 6.7, pricing, promotion, targets, performance review, targets for promotion of activities, and any other matter raised by signatories to this Agreement. The Management Committee shall include representatives from the Governing body and School Management.
- 6.15 The Management Committee will meet each school term (3 times per year) and produce an annual report for all signatories and clubs summarising the financial and operational matters of the past 12 months.



7. Financial Matters

- 7.1 Where the Marginal Costs of operating the Facility for Community Use are recovered from users, the Authority and Governing Body agree to use this money towards the development, ongoing support, improvement and upkeep of the Facility.
- 7.2 Contribute to a contingency fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facility.
- 7.3 The Management Committee will include a deferment / cancellation policy in the pricing policy.
- 7.4 Increase the use of the Sports Facility by staging special promotions or by offering discounted rates of hire.
- 7.5 Improve and increase the stock of sports equipment for use in connection with the Sports Facilities.
- 7.6 The operation of the Facility must be self-financing without impact or financial support from the School's budget.

8. Monitoring and Review

- 8.1 6 months prior to the date on which the Management Committee produces its annual report the School shall make available to a Review Panel 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 provision.
- 8.2 The Review Panel shall include representatives from the School, the Governing Body, the Authority, the County Sports Partnership organisation (West Yorkshire Sport) and Sport England, or their representatives.



8.3 The Review Panel shall undertake the assessment of the adequacy of the implementation of this Agreement in relation to;

- Hours of use of the Sports Facility
- Pricing Policy
- Compliance with aims and objectives of this Agreement
- Advertising and marketing
- Financial performance of the Sports Facility so far, and projected financial forecasts.
- Maintenance costs

8.4 The Review Panel shall prepare a report based on the above assessment and prepare recommendations as to how Community Use of the Sports Facility can be further developed and improved.

8.5 The School shall implement all reasonable recommendations of the Review Panel as soon as reasonably practicable.

8.6 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.

8.7 The School shall not materially reduce the level of community access to the Sports Facility without the prior written approval of Wakefield Authority following consultation with Sport England.

9. Terms of Use

Where a specific agreement is set up with an anchor club, or block booking, the club will be required to agree to;

9.1 Ensure proper supervision of any activities taking place, with appropriately qualified and trained staff and a secure environment.



- 9.2 Have in place the correct insurance, policies, procedures that are required legally and under the terms of a club's membership of an accredited body or association.
- 9.3 Have comprehensive safeguarding policies and procedures.
- 9.4 Not undertake any activities that in the view of the Governing Body conflict with the ethos of the School.

10. Duration of Agreement

This Agreement shall operate for so long as the School Facilities are supplied for Community Use, and the site remains in educational use.

11. Authority

The Governing Body 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 principle and agent between the parties.



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 the party gives the waiver in writing.

16. Non-Assignability

This Agreement is personal to the parties and none of them shall assign sub contract or otherwise deal with the right 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.

18. Appointment of Sub-Contractor

The Authority shall have the right to appoint a sub-contractor to carry out the duties of the Authority under this Agreement. The Authority will ensure that:

- 18.1 Any Sub-Contractor appointed is of adequate financial standing and has the necessary technical skills and competence.
- 18.2 The Sub-Contractor enters into an agreement with the Parties to this Agreement that they will be bound by all of the terms of this Agreement.



19. A Party ceasing to exist

In the event that either the Governing Body or the Club ceases to exist or is wound up this Agreement shall continue in force between the remaining Parties and the Authority shall seek to continue to have the Sports Facility made available for community use in accordance with this Agreement.

20. Change of School Category

The Governing Body and the Authority both agree not to take any step to change the category of the School pursuant to the provisions of the School Standards and Framework Act 1998 as amended without seeking to secure the continued community use of the Facility in accordance with this Agreement.

IN WITNESS whereof the Parties have executed this Agreement as a Deed.

Executed as a Deed by affixing

THE COMMON SEAL of THE COUNCIL OF THE BOROUGH OF WAKEFIELD

In the presence of

Head of Legal Services / Authorised signatory

SIGNED for (on behalf of **THE GOVERNING BODY OF ST THOMAS A BECKET CATHOLIC SCHOOL** and **THE SCHOOL**)

Mrs Anne Marie Glover
Chair of Governors

Mr John Rooney
Principal



SCHEDULE 1: Sports Facilities for Hire & Hours of Use

S1.1 The images below clearly demonstrate all of the indoor sports areas and facilities to be made available for Community Use.

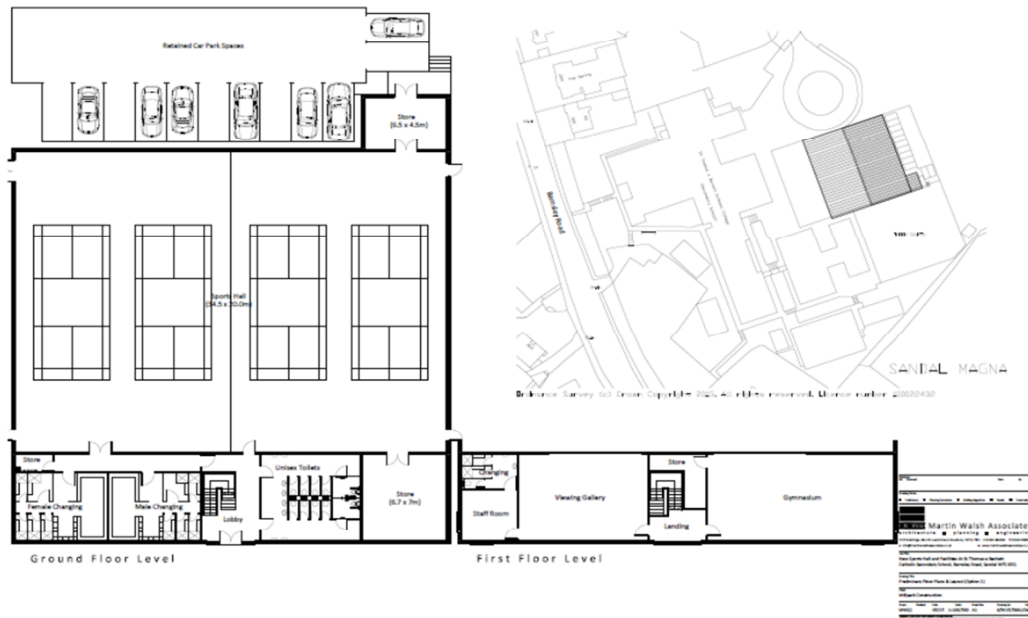


Figure 1.1 above illustrates the floor plan of the Facility.

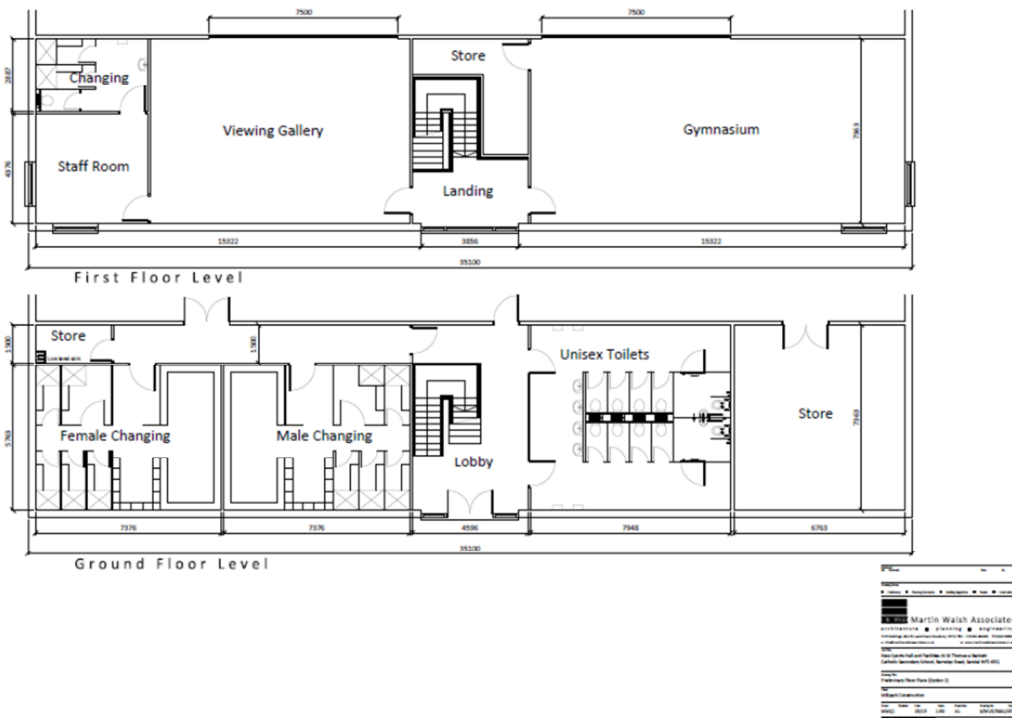


Figure 1.2 illustrates details of the additional amenities and upper mezzanine of the Sports Facility.



S1.2 The School core hours are 8:00 - 17:00 during term time, with the term dates defined by the calendar available from the School and held on the School's website.

S1.3 The hours available for each Facility are as follows:

Sports Facility	Details	Availability (Times)	Days
Sports Hall	<ul style="list-style-type: none"> • 4 badminton court space, • Basketball nets, • Cricket nets, • Indoor 5 a side 	Outside of school core hours	Week days / weekends by agreement
Fitness Suite	<ul style="list-style-type: none"> • New purpose built fitness room equipped with modern cardio and weight machines. 	Outside of school core hours	Week days / weekends by agreement
Dance Studio	<ul style="list-style-type: none"> • Multi use space, mirrored wall, sprung floor. 	Outside of school core hours	Week days / weekends by agreement
Gymnasium	<ul style="list-style-type: none"> • Large multi use space, has axillary changing rooms, showers and toilets 	Outside of school core hours	Week days / weekends by agreement
Football pitch	<ul style="list-style-type: none"> • Large full size pitch that fulfils all FA regulations and requirements. Changing and shower facilities for two teams available. Netting and ball hire also available 	Outside of school core hours	Week days / weekends by agreement
Rugby League pitch	<ul style="list-style-type: none"> • Large full size pitch that fulfils all RFL regulations and requirements. Changing and shower facilities for two teams available. Post protectors and ball hire also available. 	Outside of school core hours	Week days / weekends by agreement



SCHEDULE 2: Arrangements for Community Use

S2.1 Users

The Sports Facility shall be made available for Community Use.

S2.2 Hours of Access in School Term Time

Day of Week	School Use	Community Use
Monday	8:00 - 17:30	18:00 - 21:00
Tuesday	8:00 - 17:30	18:00 - 21:00
Wednesday	8:00 - 17:30	18:00 - 21:00
Thursday	8:00 - 17:30	18:00 - 21:00
Friday	8:00 - 17:30	18:00 - 21:00
Saturday		9:00 - 16:00
Sunday		9:00 - 16:00

S2.3 Hours of Access in School Holidays

Day of Week	School Use	Community Use
Monday		8:00 - 21:00
Tuesday		8:00 - 21:00
Wednesday		8:00 - 21:00
Thursday		8:00 - 21:00
Friday		8:00 - 21:00
Saturday		9:00 - 16:00
Sunday		9:00 - 16:00

This Arrangement is 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 needs and curriculum requirements.

S2.4 Pricing strategy

A policy of affordable pricing shall apply to maximise Community Use and in the accordance with the Aims of this Agreement. Prices shall be no greater than for similar local authority run facilities in Wakefield.



S2.5 Booking arrangements

An easy and accessible advance booking arrangement for Block and Club bookings shall be established for hire of the Sports facilities using a standard booking form. These procedures will be available both in writing and on line once an initial enquiry is made by the external users.

S2.6 Parking Arrangements

Figure 1.1 demonstrates how additional car parking for 12 vehicles has been incorporated into the planning and design of the new Sports Facility. Existing car park facilities are located to the back of the school premises and will be available to users for Community Use.

