The Sir Robert Woodard ACADEMY

Date: 25th September 2018

The Sir Robert Woodard Academy (as part of)

Woodard Academies Trust

and

Adur District Council

Agreement in relation to arrangements for community use of sports facilities at The Sir Robert Woodard Academy, 44 Upper Boundstone Lane, Lancing, West Sussex, BN15 9QZ

In connection with Planning Permission AWDM/1883/15

Contents

No	Heading	Page
1.	Recitals	2
2.	Definitions and Interpretation	2
3.	Aims	3
4.	Arrangements for Community Use	4
5.	Targets for Community Use	4
6.	Marketing and Promotion	4
7.	Management	5
8.	Financial Matters	5
9.	Monitoring and Review	6
10.	Duration of Agreement	7
11.	Authority	7
12.	No Variations	7
13.	No Agency	7
14.	Severability	7
15.	Waiver	7
16.	Non-Assignability	8
17.	Governing Law and Jurisdiction	8
Schedule 1 Sports Areas and Facilities available		9
Schedule 2 Arrangements for Community Use		10

DATE: 25th September 2018

(1) **THE SIR ROBERT WOODARD ACADEMY** of 44 Upper Boundstone Lane, Lancing, West Sussex, BN15 9QZ ("the **School**")

(2) **WOODARD ACADEMIES TRUST** of 1 Adam Street, London, WC2N 6LE ("the **Trust**")

(3) **ADUR DISTRICT COUNCIL** of Portland House, 44 Richmond Road, Worthing, West Sussex, BN11 1HS ("the **Council**")

1. Recitals

1.1 Planning Permission was granted by the Council for the Development of floodlit artificial multi-games pitch with sprint track and long jump pit and associated landscaping, subject to conditions. Condition 04 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 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 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 no.04.

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

1.4 The Trust is the owner of The Sir Robert Woodard Academy, and agrees to the provision of community access to the Sports Facilities.

2. Definitions and Interpretation

In this Agreement the following words or phrases have the corresponding meanings ascribed to them unless the context otherwise requires:

AGP means Artificial Grass Pitch

MUGA	means Multi-Use Games Area
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 5 days in advance for use on a pay-as-you-play basis, where space is available
Development	means AGP and 100m running track with long jump, 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
Parties	means the parties to this Agreement
Planning Permission	means planning permission (reference AWDM/1883/15) granted by the Council on 4th October 2016
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 8.00am to 5.00pm Mondays to Fridays during term time as defined in Schedule 2 to this Agreement
School Premises	means the land and buildings comprising The Sir Robert Woodard Academy

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 where appropriate, 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 local sport partnerships and national governing 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 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 and development of Community Use of the Sports Facilities will be the responsibility of the Trust, and delegated to the Academy Principal.

7.2 The Trust 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.
(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.

8. Financial Matters

8.1 The School is legally required 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.

8.2 Within two months following first community use of the 3G pitch, the School will provide to the Council a draft form of Funding Agreement, detailing the arrangements for transferring surplus net income from community use to the Council on an annual basis. The Agreement will also set out agreed deductions from Gross Income to be made by the School which shall include reasonable running and maintenance expenses and contribution to the sinking fund, The Council and the School shall work in good faith with each other to agree the Funding Agreement and any required amendments to the submitted draft. Where there is any disagreement between the Parties about the final terms of the Funding Agreement and reasonable deductions, then the Parties may refer the matter to an independent third party appointed by Sports England.

9. Monitoring and Review

9.1 On an annual basis, the School shall produce a report including 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 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 The School 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 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.

9.5 The School shall not materially reduce the level of community access to the Sports Facilities required by Condition 04 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

1. The outdoor sports areas and facilities to be made available for Community Use shall comprise the following:-

    - Floodlit Artificial Grass Pitch (full)
    - Floodlit Artificial Grass Pitch (half)
    - Floodlit Artificial Grass Pitch (5-a-side)
    - 100m Sprint Track
    - Long Jump
    - Multi-Use Games Area (full)
    - Netball Court
    - Tennis Court
    - Handball Court
    - Grass Pitch
    - Changing Facilities

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

    - Sports Hall with bleacher seating (full)
    - Sports Hall with bleacher seating (half)
    - Sports Hall with bleacher seating (one court)
    - Fitness Suite (can only be provided with qualified fitness instructor)
    - Dance Studio

3. There is car parking on site, with 45 spaces made available for users of the AGP

Schedule 2

Arrangements for Community Use

1. Users

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

2. Hours of Access

ARTIFICIAL GRASS PITCH

TERM-TIME

Community Use	Mon - Fri :	5.00pm – 8.30pm
	Sat :	9.00am – 8.30pm
	Sun :	10.00am – 6.00pm

SCHOOL HOLIDAYS

Community Use	Mon - Fri :	9.00pm – 8.30pm
	Sat :	9.00am – 8.30pm
	Sun :	10.00am – 6.00pm

ALL OTHER SPORTS FACILITIES

TERM-TIME

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

SCHOOL HOLIDAYS

Community Use	Mon - Fri :	8.00am – 10.00pm
	Sat :	9.00am – 9.00pm
	Sun :	10.00am – 6.00pm

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

3. Pricing

A policy of affordable pricing shall apply to maximise Community Use and in accordance with the aims of this Agreement. Prices shall be broadly in range with similar local authority run facilities in Adur.

Facility	Proposed Charges Per Hour	*Comparison Charges Per Hour*
Floodlit 3G Artificial Grass Pitches (full pitch)	£100.00	*£100.00*
Floodlit 3G Artificial Grass 5-a-Side Pitch	£40.00	*£60.00*
Floodlit Outdoor Multi-Use Games Area (full)	£35.00	*£40.00*
Floodlit Outdoor Multi-Use Games Area (half)	£17.50	*£20.00*
6 Court Sports Hall with Bleacher Seating	£40.00	*£40.00*
Dance Studio	£20.00	*£20.00*
Drama Studio	£20.00	*£20.00*
Theatre with seating capacity of 180	£30.00	*£33.33*
Classrooms	£15.00	*£16.25*
ICT Suite	£20.00	*£25.00*
Art Rooms	£20.00	*£20.00*
Food Technology / Cooking Rooms	£20.00	*£25.00*
Music Practice Rooms	£10.00	*£25.00*
Recording Studio	£20.00	*£13.40*
Chapel	£15.00	*£52.50*
Conference Room with AV	£25.00	*£15.00*
Fitness Suite with equipment (groups of 4)	£40.00	*£80.00*
Grass Pitch	£40.00	*£40.00*

The following discounts will apply to the standard hire charge:

Staff - 10% discount
Youth groups - 20% discount
Adult education - 25% discount
Registered charities - 30% discount

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:-

i. Community User to contact School to check availability
ii. School to confirm availability and price with Community User
iii. School to send booking form, terms and conditions of hire, and invoice to the Community User, no later than 20 days before the proposed hire.
iv. Community user to return signed booking form, signed terms and conditions and payment to the School, no later than 7 days before the proposed hire.
v. School to reserve facility on the 'School Booking System' software once payment is received.
vi. School to prepare any special requirements before the hire.
vii. School to welcome Community User and be on hand to deal with any issues arising or ongoing queries.

5. Parking Arrangements

5.1 45 car parking spaces shall be available to park for community users.

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

Signed by ... [redacted]

Duly authorised by Worthing Borough Council

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Signed on behalf of the The Robert Woodard Academy acting by two Directors

Signed by .....

Duly authorised by

The Sir Robert Woodard Academy

.....

Print Name (First Director)

Signed by .....

Duly authorised by

The Sir Robert Woodard Academy

.....

Print Name (Second Director)

Signed on behalf of the Woodard AcademiesTrust acting by two Directors

Signed by [redacted]

Duly authorised by the

the Woodard AcademiesTrust

PAUL KENNEDY

Print Name (First Director)

Signed by [redacted]

Duly authorised by the

the Woodard AcademiesTrust

VICTORIA CREED

Print Name (Second Director)