Date: 21st January 2025

Davison CE High School for Girls

West Sussex County Council

Draft Agreement in relation to arrangements for community use of sports facilities at Davison CE High School for Girls

In connection with Planning Permission [AWDM/1688/22]

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DATE: 21st January 2025

(1) **Davison CE High School for Girls of Selborne Road, Worthing, West Sussex, BN11 2JX**

(2) **South Downs Leisure**

1. Recitals

1.1 Planning Permission was granted by Worthing Borough Council for the Development of a 3G sports pitch and associated perimeter fence and floodlighting subject to conditions. Condition No. 10 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 Outdoor Sports Facilities at the Development and/or 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. 10.

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

1.4 Worthing Borough Council has responsibility for the provision of sports facilities in the Worthing 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 The County Council is the local education authority for the area and the Landowner. Davison CE High School is the applicant for Planning Permission.

1.6 [*The Landowner is the owner of the Davison CE High School for Girls and agrees to provision of community access to the Sports Facilities*].

1.7 South Downs Leisure has been appointed by the School to manage and operate the Facility.

1.8 South Downs Leisure 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 3G Football Pitch inc. floodlighting 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[1] means the management committee as defined in clause [6.1] of this Agreement

Parties means the parties to this Agreement

Planning Permission means planning permission (reference AWDM/1688/22) granted by *Worthing Borough Council* on 21.08.23.

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 including Worthing Borough Council and Sussex FA (to be invited.)

School Core Times means 8:40am 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 Davison CE High School for Girls

3. Aims

The Parties agree to pursue the following aims:

- To increase and improve the quality of sporting and physical activity, and opportunities for pupils of the School in curricular and extra-curricular sporting activity.

- To provide opportunities for the local community sports organisations and individuals to participate in sport and physical activity, and to develop their sporting skills. A particular focus will be to encourage increased activity in sport amongst low participant groups.

- Where appropriate, to establish the School sports facilities to help raise standards in coaching, education, and training; and to develop opportunities for individuals to realise their full potential in sport.

[1] Delete definition if no Management Committee.

In accordance with the above aims, the following objectives will be developed:

- To maximise use of the facilities during term time and School closure periods.
- To give priority use to any agreed sports development plans during community use periods.

To prioritise, where appropriate the following target groups:

- School user group including other schools, academies and colleges in the area
- Community Partner Group as identified
- 16 and under age group
- Girls and Women
- People with disabilities
- To offer at all times and where practical, a balanced programme of use that satisfies School curriculum and extra-curricular sporting needs, and further provides for a wide range of community sports.

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 South Downs Leisure local participation targets for sporting and physical activity. The School shall work with South Downs Leisure 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[2]

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) The School[3]

(b) The Council

(c) The Governing Body

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;

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[2] Delete clauses 7.1-7.3 if a Management Committee is not required.
[3] To be the most appropriate person(s), such as Governor, Head Teacher, Head of PE.

(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.

8.1.2 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 Review Committee produces its annual report the School shall make available to the Review 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 Review 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 The Review 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 Review 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 10 of the Planning Permission without the prior written approval of the local planning authority following consultation with Sport England.

9.7 Worthing Borough Council are invited to be a part of the review committee as an observer, to help maintain a borough wide view of sports and recreation activities.

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.

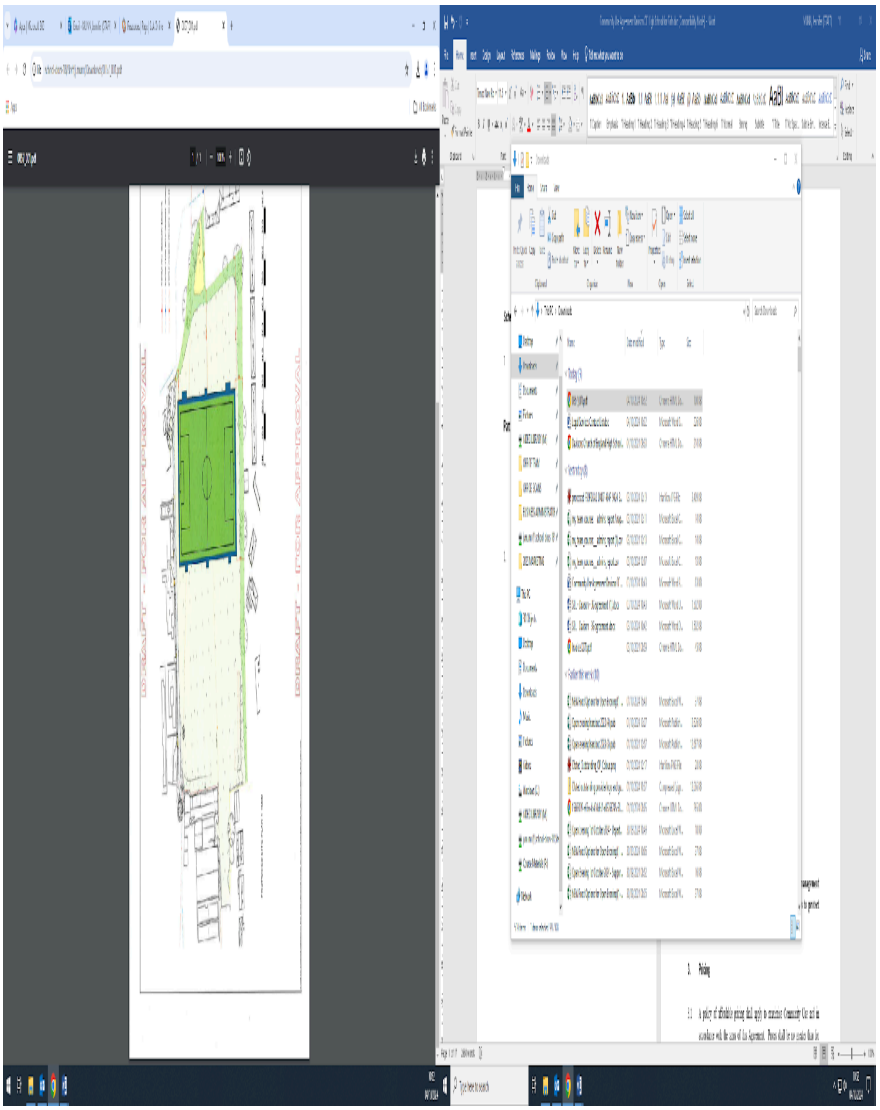
17. Governing Law and Jurisdiction

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

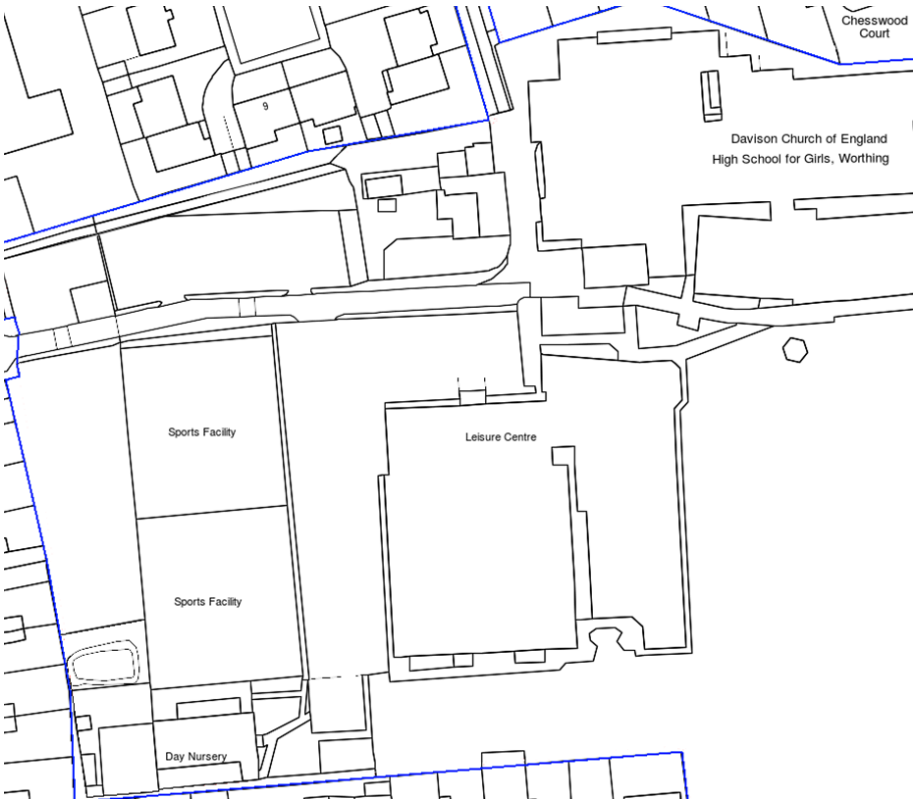
1. The outdoor sports areas and facilities to be made available for Community Use shall comprise the following:

Part 1



Part 2

1. The indoor ancillary facilities (*toilets, changing rooms etc*) to be made available for Community Use will be the leisure centre that is on site shown below-



Schedule 2

Arrangements for Community Use

2. Users

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

3. Hours of Access

TERM-TIME

Community Use	Mon - Fri :	[5pm to 9pm]
	Sat :	[9am to 5pm]
	Sun :	[9am to 5pm]

3.1 Fixtures by the school will be held on the following times and dates meaning the school will have later use of the pitch as follows-

Tuesdays of each week in the Autumn term the pitch will be available [6pm to 9pm]

Thursdays of each week in the Spring term the pitch will be available [6pm to 9pm]

SCHOOL HOLIDAYS

Community Use	Mon - Fri :	[9am to 9pm]
	Sat :	[9am to 5pm]
	Sun :	[9am to 5pm]

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 requirements[4].

4. Pricing

4.1 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 West Sussex area.

PRICING		
Pitch Type	**Peak**	**Off Peak**
Lancing 5aside	£49.00	£33.00
Southwick 5aside OR	£49.00	£33.00
Southwick 9aside	£98.00	£66.00
Worthing 5aside	£30.90	£19.20
Worthing 9aside	£71.40	£55.00
Palatine Full Pitch (partner club)	£78.00	£39.00
Palatine Half Pitch (partner club)	£46.80	£23.40
Palatine Quarter Pitch (partner club)	£26.52	£13.26
Palatine Full Pitch (all others)	£83.20	£41.60
Palatine Half Pitch (all others)	£52.00	£26.00
Palatine Quarter Pitch (all others)	£26.52	£13.26

Davison Pitch (proposed rates, same rates as local partner club Palatine)		
Pitch Type	**Peak**	**Off-Peak**
Full Pitch (all others)	£83.20	£41.60
Half Pitch (all others)	£52.00	£26.00
Quarter Pitch (all others)	£26.52	£13.26

4

5. Booking arrangements

5.1 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.

5.2 The agreed booking arrangements shall operate as with South Downs Leisure managing the booking facility Leisure Management system.

6. Parking Arrangements (if applicable)

6.1 Car parking spaces shall be available to park for community users.

Schedule 3

Management Committee[5]

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.

[5] Delete Schedule 3 if a Management Committee is not required.

3. Operation

(a) The full committee will convene at least once 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 [redacted]

Duly authorised by the School

]Signed by [redacted]

Duly authorised by the [Leisure Trust/County Sports Partnership/Community Sports Network]