[*This document is intended to be a basic template for drawing up a formal community use agreement. It, therefore, should be amended accordingly to reflect the context that it is being used in*]

Date:

[*Amend as appropriate*]

The [ ] School

[ ] Local Authority

[*County Council if a two tier authority*]

[*Landowner if different from the above*]

[*Local Education Partnership / Contractor*]

[*Leisure Trust/County Sports Partnership/Community Sports Network if applicable*]

Draft Agreement in relation to arrangements for
community use of sports facilities at [ ] School

In connection with Planning Permission
[reference]

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DATE [ ]

[**Amend Parties as appropriate**]

(1) **THE [ ] SCHOOL** of [*insert address*] ("the **School**")

(2) [ ] **LOCAL AUTHORITY** of [*insert address*] ("the **Council**")

(3) [ ] **COUNTY COUNCIL** of [*insert address*] ("the **County Council**")

(4) [**LANDOWNER]** of [*insert address*] ("the **Landowner**") [*If different from the above*]

(5) [**LOCAL EDUCATION PARTNERSHIP/CONTRACTOR**] of [*insert address*] ("the **LEP/Contractor**")

(6) [**LEISURE TRUST/COUNTY SPORTS PARTNERSHIP/COMMUNITY SPORTS NETWORK**] of [*insert address*] ("the [*insert as appropriate*]") [*If applicable*]

(7) [**ANY OTHER RELEVANT PARTY**, e.g. Town of Parish Council] of [*insert address*] ("the [*insert as appropriate*]") [*If applicable*]

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 [*indoor and 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 [*insert no.*].

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

1.4 The Council [*amend as appropriate*] has responsibility for the provision of sports facilities in the [*district*] 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*.] [*delete as appropriate if County Council is the planning authority*]

1.5 [*The County Council is the local education authority for the area [and the Landowner/applicant for Planning Permission/local planning authority]*]. [*Delete as appropriate*]

1.6 [*The Landowner is the owner of the [ ] School and agrees to provision of community access to the Sports Facilities*]. [*Delete as appropriate*]

1.7 [*The [LOCAL EDUCATION PARTNERSHIP/Contractor] has been appointed by the School to manage and operate the Facility*.] [*Delete as appropriate*]

1.8 [*The Leisure Trust/County Sports Partnership/Community Sports Network supports and promotes community participation in sports in the local area*.] [*Delete as appropriate*]

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 [*insert number*] days in advance for use on a pay-as-you-play basis, where space is available
Development	means [*insert description of the development*] 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 [ ]) granted by the [*Council/County Council*] on [ ]
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 [ ] to [ ] Mondays to Fridays during term time as defined in Schedule 2 to this Agreement
School Premises	means the land and buildings comprising [ ] School

3. Aims

The Parties agree to pursue the following aims: [*amend to reflect local aims as appropriate*]

- 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;

[1] Delete definition if no Management Committee.

- 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;

- [*Insert further local aims as appropriate*].

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 and may also be offered during School Core Times. [*Amend as appropriate*]

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 [*County and*] local participation targets for sporting and physical activity. The School shall work with [*insert relevant partners e.g. Local Authority Sports Development/the Community Sports Network/the Leisure Trust/County Sports Partnership/National Governing Bodies etc*] 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.

[2] Delete clauses 7.1-7.3 if a Management Committee is not required.

7.2 Membership shall include representative(s) (or their nominee) from each of the following:-

(a) The School[3]

(b) The Council

(c) [*The County Council if applicable*]

(d) [*The Landowner if applicable*]

(e) [*The Local Education Partnership/Contractor if applicable*]

(f) [*The Leisure Trust/County Sports Partnership/Community Sports Network if applicable*]

(g) [*representative from the community/[ ] user groups if applicable*]

(h) [*any other organisation considered appropriate*]

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.

[3] To be the most appropriate person(s), such as Governor, Head Teacher, Head of PE.

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.

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 [ ] months 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 [*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.

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 (as shown edged red on the attached plan(s)):-

   [*Insert details*]

2. The indoor sports areas and facilities (together with any ancillary facilities [*toilets, changing rooms etc*]) to be made available for Community Use shall comprise the following (as shown edged red on the attached plan(s)):-

   [*Insert details*]

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 :	[	]
	Sat :	[	]
	Sun :	[	]

SCHOOL HOLIDAYS

Community Use	Mon - Fri :	[	]
	Sat :	[	]
	Sun :	[	]

[*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].]

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 [*specify the local authority area*].

[*Insert details of pricing or benchmark prices*]

[4] Delete if not applicable.

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:-

[*Describe intended booking arrangements for the Sports Facilities. Management Committee to finalise booking arrangements after the first management meeting]*

5. Parking Arrangements (if applicable)

5.1 [ ] car parking spaces shall be available to park for community users.[5]]

[5] Delete if not applicable.

Schedule 3

Management Committee[6]

Terms of Reference and Constitution [*amend as required*]

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:

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

- 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 [*insert number*] 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.

[*Amend as appropriate*]

Signed by ……

Duly authorised by the School

Signed by ……

Duly authorised by the Council

[Signed by ……

Duly authorised by the County Council]

[Signed by ……

Duly authorised by the Landowner]

[Signed by ……

Duly authorised by the [Local Education Partnership/Contractor]]

[Signed by ……

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

[Signed by ……

Duly authorised by the [*Any other appropriate party*]]

[*Insert execution clause for the School]*

[*Insert execution clause for the Council*]

[*Insert execution clause for the County Council*]

[*Insert execution clause for the Landowner*]

[*Insert execution clause for the LOCAL EDUCATION PARTNERSHIP/Contractor*]

[*Insert execution clause for the Leisure Trust/County Sports Partnership/Community Sports Network*]

[*Insert execution clause for the Other Relevant Party*]