Draft Agreement in relation to arrangements for community use of Multi Use Games Area (MUGA) at Pennthorpe

In connection with Planning Permission DC/19/2573

Dated: [ ] 2024

# Contents


| No | Heading | Page |
|---|---|---|
| | **Clauses** | |
| **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.** | **Financial Matters** | **4** |
| **8.** | **Duration of Agreement** | **4** |
| **9.** | **Authority** | **4** |
| **10.** | **No Variations** | **5** |
| **11.** | **No Agency** | **5** |
| **12.** | **Severability** | **5** |
| **13.** | **Waiver** | **5** |
| **14.** | **Non-Assignability** | **5** |
| **15.** | **Governing Law and Jurisdiction** | **6** |
| **Schedule 1** | | **7** |
| **Schedule 2** | | **7** |
| Arrangements for Community Use | | 7 |

DATE

(1) Pennthorpe of Church Street, Rudgwick, Horsham, West Sussex RH12 3HJ ("the **School**")

(2) Horsham District Council of Parkside, Chart Way, Horsham, West Sussex RH12 1RL ("the **Council**")

## 1. Recitals

1.1 Planning Permission was granted by Horsham District Council for the construction of the Sports Facilities subject to conditions. Condition 7 of the Planning Permission requires that prior to use of the Sports Facilities an agreement shall be submitted to the local planning authority and approved by it to demonstrate how community access to the Sports Facilities will be managed.

1.2 The parties wish to enter into this Agreement in order to make the Sports Facilities available (when their use is not required by the School or others entitled to us it) for use by the local community in compliance with the terms of this Agreement and Condition 7.

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 Horsham area for use by and for the benefit of the community and is desirous of entering into this Agreement in furtherance of that responsibility.

## 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 for use on a pay-as-you-play basis, where space is available |

| | |
|---|---|
| **Parties** | means the parties to this Agreement |
| **Planning Permission** | means planning permission reference DC/19/2573 granted by Horsham District Council on 3/8/2020 for the removal of 2 no. existing tennis courts and creation of an all-weather sports (AWS) pitch. |
| **Priority Groups** | means those groups jointly identified by the Parties as being under represented for the particular activity engaged in |
| **School Core Times** | means 8.30am to 4.00pm Mondays to Fridays during autumn term and 8.30am to 5.30pm Mondays to Fridays during Spring and Summer Terms. Term time is as defined in Schedule 2 to this Agreement. |
| **School Premises** | means the land and buildings comprising Pennthorpe School, Church Street, Rudgwick, Horsham, West Sussex RH12 3HJ |
| **Sports Facilities** | means the Multi Use Games Area (MUGA) only forming part of the School Premises for which Planning Permission has been granted. |

## 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 take account of community use targets contained in policies and strategies published by the Council or West Sussex County Council as appropriate and shall use reasonable endeavours to achieve community use targets which are relevant to the locality and Sports Facilities.

## 6. Marketing and Promotion

The School will be responsible for marketing and promoting the Sports Facilities.

## 7. Financial Matters

7.1 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:

7.1.1 contribute to a contingency or sinking fund for dilapidations, maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facilities.

7.1.2 increase the use of the Sports Facilities by any Priority Groups by ensuring rates of hire are competitive.

7.1.3 provided that this does not conflict with the School's charitable purposes.

## 8. 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 reasonable effort to secure the continued operation of the Sports Facilities for Community Use. This agreement may be reviewed after 5 years from the start date.

## 9. Authority

The School warrants that it has the full right and authority to enter into this Agreement.

## 10. No Variations

This Agreement may only be varied in writing by a document executed by all the Parties hereto.

## 11. 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.

## 12. 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.

## 13. 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.

## 14. Non-Assignability

This agreement can be assigned by the School in the event that the school merges, is taken over by another provider of educational or there is a change of control of the assets of the school. Otherwise 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.

## 15. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the courts of England.

## Schedule 1

The outdoor sports areas and facilities to be made available for Community Use shall comprise the Multi Use Games Area (MUGA) only (as shown edged red on the attached plan).

## Schedule 2

Arrangements for Community Use

### 1. Users

1.1 The Sports Facilities shall be made available for Community Use, but priority for the use of the Sports Facilities will be given to the School's students and the School's events.

### 2. Hours of Access

AUTUMN TERM-TIME (excluding Bank Holidays), in accordance with the term dates published by the School from time to time:

| | | |
|---|---|---|
| Community Use | Mon - Fri : | 4.00pm – 8.00pm or sunset, whichever earlier |
| | Sat : | 9.00am – 4.00pm |
| | Sun : | 12 noon – 2pm |

SPRING AND SUMMER TERM-TIME (excluding Bank Holidays), in accordance with the term dates published by the School from time to time:

| | | |
|---|---|---|
| Community Use | Mon - Fri : | 5.30pm – 8.00pm or sunset, whichever earlier |
| | Sat : | 9.00am – 4.00pm |
| | Sun : | 12 noon – 2pm |

### 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 Horsham – Tanbridge School Rates (2022) attached for reference or such alternative rates where replaced from time to time.

## 4. Booking arrangements

4.1 Interested parties should email the School and confirm dates and times of interest. The School will respond with availability and costs, and supply the School Letting Agreement which outlines terms of use, including Safeguarding conditions. A copy of this document is attached. Failure of the interested party to satisfy the conditions in the agreement will mean the booking will not be taken by the School.

## 5. Parking Arrangements

5.1 Car parking spaces shall be available for community users in the School Car Park. Parking is at the user's own risk and cars must be parked in marked bays only and on no account obstructing drop-off lanes or access to the front of the building by emergency services.

**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

[*Insert execution clause for the School]*

[*Insert execution clause for the Council*]