

Community Use Agreement

Date:

The agreement:

Christ's Hospital

Horsham District Council

Agreement in relation to arrangements for community use of sports facilities at Christ's Hospital School.

In connection with Planning Permission :
Horsham District Council – DC/21/1524
(as amended by DC/24/0063)

Contents

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

DATE

- (1) **Christ's Hospital, The Avenue, Horsham, West Sussex, RH13 OLJ (The School)**
- (2) **Horsham District Council, Albery House, Springfield Road, Horsham RH12 2GB (The Council)**

1. Recitals

- 1.1 Planning Permission was granted by Horsham District Council for Development, subject to conditions. Condition 13 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 will be managed.
- 1.2 The parties wish to enter into this Agreement in order to make the Athletics track at the Development available (when use is not required by the School) for use by the local community in compliance with the terms of this Agreement and Condition 13.
- 1.3 The Christ's Hospital is the Landowner and Owner of the School Premises and is responsible for its use and agrees to the provision of community access to the development.

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 organized sports clubs, organizations and for casual use.
Casual Use	means availability for any individual(s) or groups to book the Sports Facilities up to 4 days in advance for use on a pay-as-you-play basis, where space is available.
Development	means the Athletics track at Christ's Hospital School 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	means the management committee as defined in clause 7.2 of this Agreement
Parties	means the parties to this Agreement.
Planning Permission	means Planning Permission (reference DC/21/1524 granted by the Horsham District Council on 13/09/2021.
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 08:30am to 18:00pm Mondays to Sunday during term time as defined in Schedule 2 to this Agreement.
School Premises	means the land and buildings comprising Christ's Hospital School, Horsham.

3. Aims

The Parties agree to pursue the following aims:

- Providing opportunities for the local community and sports organizations 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.
- 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 the required facilities and infrastructure to support Christ's Hospital with the delivery of their sports & fitness curriculum.
- To develop state of the art facilities that contributes to the sports & community facilities available and supported by Christ's Hospital.
- To work in partnership with all stakeholders (where applicable) to facilitate the local community & club access.

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

Christ's Hospital shall use reasonable endeavors to assist in the delivery of community use targets in line with appropriate sports development strategies, including making a contribution to County Sports Partnership participation targets for sporting and physical activity.

The Parties will work independently and collectively to use reasonable endeavors to engage, deliver and contribute to sports & recreation development strategies. The Parties will offer community use programmes in line with the ongoing development aspirations of the sports facilities.

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 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:-

- Christ's Hospital
- Horsham District Council
- Bluecoat Sports
- County Sports Partnership/Community Sports Network

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 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;
- The promotion and forward planning of development activities, at times which best suit the target groups;
- Equal opportunities of access;
- An easy and accessible booking arrangement for Casual Use and block booking, this system to be reviewed on an annual basis;
- 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:-

- Resource, control and routinely ensure the maintenance of the Sports Facilities in a manner that will allow achievement of the agreed aims, and
- Make the Sports Facilities available on the occasions and times specified in Schedule 2:
- Ensure provision of heat, light and water and such other amenities as required for the Sports Facilities and their intended use;
- 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;
- 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 Parties endeavour to ensure that the costs of operating community use will be fully covered by income. Any identified surplus may be utilised to:

- 8.1.1 Contribute to a contingency / sinking fund for all maintenance, repairs and ultimately renewal of fixed life elements of the sports facilities.
- 8.1.2 Increase the community use of the Sports Facilities by any Priority Groups by staging special promotions or by offering discounted rates of hire (where this meets the aims & objectives).
- 8.1.3 improve and increase the stock of sports equipment for use in connection with the Sports Facilities.

9. Monitoring

9.1 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 13 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):-

Christ's Hospital School Athletics Track

All weather astro pitch and building extension to Bluecoat Sports Centre (currently neither are built). If and when the astro pitch and building extension permitted under planning consent DC/21/1524 are built this agreement will be extended to cover these facilities as required under condition 13 of the planning consent

2. The indoor sports areas and facilities (together with any ancillary facilities) to be made available for Community Use shall comprise the following:-

The Ground Floor communal toilets at Bluecoat Sports Centre

Schedule 2

Arrangements for Community Use for the outdoor provision at Christ's Hospital:

1. Users

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

2. Hours of Access

TERM TIME

Community Use	Mon- Friday:	18:00-21:00
	Saturday:	18:00-20:00
	Sunday:	18:00-20:00

SCHOOL HOLIDAYS

Community Use	Mon-Fri:	09:00-21:00
	Saturday:	09:00-20:00
	Sunday:	09:00-20:00

Use of the sports facilities may be required by Christ's Hospital in an emergency, community use at this point may be affected and will be dealt with as an isolated circumstance by Christ's Hospital.

3. Pricing Policy

- 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 run facilities within a 50 mile radius of Christ's Hospital.

4. Booking Arrangements

- 4.1 An easy and accessible advanced booking arrangement for identified casual use and block bookings shall be established for hire of the sports facilities using a standard booking procedures and templates.
- 4.2 The agreed booking arrangements shall operate as follows:-

All enquiries and booking requests should be made to Bluecoat Sports on 01403 247572 or info@bluecoatsports.co.uk

5. Parking Arrangements (if applicable)

- 5.1 There is adequate parking available for all hires in the Bluecoat Sports main car park located close to the sports facilities.

Schedule 3

Management Committee

Terms of Reference and Constitution

3. 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.

4. Officers

The Chair shall be appointed by Christ's Hospital and will 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. Operation

- (a) The full committee will convene at least 2 times 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.

6. 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

Duly authorised by Christ's Hospital

Signed by

Duly authorised by Horsham District Council