Date:

PENNTHORPE SCHOOL TRUST LIMITED

HORSHAM DISTRICT COUNCIL

DRAFT

Draft Agreement in relation to arrangements for community use of sports facilities at Pennthorpe

In connection with Planning Permission DC/19/2573

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DATE [ ]

(1) **PENNTHORPE SCHOOL TRUST LIMITED** of Church Street, Rudgwick, 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 the Council for the construction of the Development (Multi-Use Games Area) subject to conditions. Condition 7 of the Planning Permission requires that prior to the use of the MUGA, 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 Sports Facilities available (when their use is not required by the School or others entitled to use 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

Development	means a Multi-Use Games Area (MUGA) for which Planning Permission has been granted
Sports Facilities	means the MUGA, forming only part of the School's premises identified in Schedule 1 to this Agreement
Management Committee	means the management committee as defined in clause 7.1 of this Agreement
Parties	means the parties to this Agreement
Planning Permission	means planning permission reference DC/19/2573 granted by the Council on 03/08/2020 for the removal of 2 no existing tennis courts and the creation of a MUGA.
Priority Groups	means those groups jointly 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 7:30am to 7pm Monday to Friday during term time as defined in Schedule 2 to this Agreement
School Premises	means the land and buildings comprising Pennthorpe School, Church Street, Rudgwick, West Sussex, RH12 3HJ.

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 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:-

(a) The School

(b) The Council

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, if available;

(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 ensuring rates of hire are competitive provided that this does not conflict with the School's charitable purposes.

8.1.3 improve and increase the stock of sports equipment for use in connection with the Sports Facilities, if deemed appropriate.

9. Monitoring and Review

9.1 Three 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 7 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 reasonable effort to secure the continued operation of the Sports Facilities for Community Use. This agreement shall be reviewed after five years from the start date.

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 can be assigned by the School in the event the school merges, is taken over by another provider of education 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, subcontract, 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 area (MUGA) to be made available for Community Use shall comprise the area as shown edged red on the attached plan.

Note: There are no changing or toilet facilities available to the outdoor sports area

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 (excluding bank holidays), in accordance with the term dates published by the School from time to time.

Community Use	Mon - Fri :	7pm to 8pm, or sunset, whichever is the earlier
	Sat :	9am to 4pm
	Sun :	12pm to 2pm

SCHOOL HOLIDAYS

Community Use	Mon - Fri :	9am to 4pm
	Sat :	9am to 4pm
	Sun :	12pm to 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 or such alternative rates where replaced from time to time.

Benchmark pricing as per current published rates:

Tandridge School - £60 per hour

Bohunt School - £40 per hour

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, etc. A summary of this agreement is per 4.2. Failure of the interested party to satisfy the conditions in the agreement will mean the booking will not be taken by the School

4.2 School letting agreement summary:

Both adults and children:

- Insurance
- Risk assessment
- First aid kit

If children are present during the hire:

- Disclosure & Barring Service checks for all staff and volunteers
- Identification check for all staff and volunteers
- Designated Safeguarding Lead information
- Designated Safeguarding Lead training and provider
- Safeguarding policy (including child on child/allegations against staff)
- Staff code of conduct
- Safeguarding evidence for persons invited on site, e.g.: opposition team

5. Parking Arrangements (if applicable)

5.1 Car parking spaces shall be available for community users in the School car park at the front of the School. Parking is at the owner'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 the emergency services.

Schedule 3

Management Committee

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 academic year (September to August) and will serve for three years.

- 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.

3. Operation

(a) The full committee will convene at least twice 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