
Community Use Agreement



The Governing Body of Pittville School

Local Authority – Gloucestershire County Council

*Community Use Agreement for the use of the Sports
Hall / 3G Football Pitch and 3 Tennis Courts located at*

*Pittville School
Albert Road
Cheltenham
Gloucester
GL52 3JD*

Community Use Agreement

This agreement is made on day of October 2018

1. Parties

- 1.1 The Governing Body of Pittville School.
- 1.2 The Local Authority (Gloucestershire County Council).

2. Recitals

- 2.1 Pittville School has the responsibility to manage and operate the facilities.
- 2.2 Sport England's "vision" is to ensure that everyone in England feels able to take part in sport or activity, regardless of age, background or ability.
- 2.3 The Governing Body of Pittville School and Gloucestershire County Council wish to enter into this agreement to make the facilities available (when their use is not required by the School) for use by the local community in recognition of Sport England's aim in promoting participation in sport and encouraging provision of sports facilities in the community.

Definitions and Interpretation

The following words or phrases have the corresponding meanings ascribed to them unless the context otherwise requires:

Clubs	Local sports clubs and teams who will use the Facilities as a Hub for practices, fixtures and events
Club Bookings	bookings with a named, established or affiliated club with an agreed arrangement with the school
Community Use Period	4.30 pm – 9.00 pm weekdays during School term time, 9.00 am – 9.00 pm weekends and School holidays.
Sports Facilities	the sports facilities specified in Schedule 1 forming part of the Premises at the School.
Marginal Costs	staff costs and administration, heating, lighting, cleaning and routine maintenance, publicity, insurance premiums, non-capital equipment purchase and maintenance.
Parties	means the Parties to this Agreement
People with Disabilities	all Registered Disabled people
Priority Groups	means those categories of persons identified in Clauses 4.2
School Core Time	means the hours of operation (8.35 am - 3.10 pm Monday to Fridays during School term time)
School	Pittville School, Albert Road, Cheltenham, GL52 3JD

3. Aims

The Parties agree to support the development and use of the Facilities in order to pursue the following aims:

- 3.1 To increase and improve the quality of sporting and physical activity opportunities for the pupils of the School in curricular and extra-curricular sports activities.
- 3.2 To provide opportunities for local people and sports organisations to participate in sport and physical activity, to develop their skills particularly among low participation groups.
- 3.3 To generate positive attitudes in sport and physical activity for young people and reduce the dropout rate in sports participation with age.
- 3.4 Increase the number of people of all ages and abilities participating in sport and physical activity including people with disabilities and those with low income.
- 3.5 Use the Facilities to encourage the range, quality and number of school sports club links and to stimulate competition and resilience that is inclusive of sports men and women.

4. Objectives

In accordance with the above aims the Parties would agree to operate and manage the Facilities in a manner consistent with achieving the following objectives:

- 4.1 To maximise use of the Facilities during term time, weekends and the School holidays between 9.00 am and 9.00 pm each day.
- 4.2 To give priority use during the Community Use Period. These may include :
 - 4.2.1 Opportunities for beginners, for people wishing to improve their skills via programmes of coaching and competition and training for players coaches and officials.

4.2.2 Activities aimed at attracting new participants to and from the following groups:

4.2.2.2 16 and under;

4.2.2.3 45 and over;

4.2.2.4 Girls and women;

4.2.2.5 Lower socio economic groups;

4.2.2.6 Black and Ethnic Minorities;

4.2.2.7 People with disabilities;

4.2.2.8 Other specified target groups agreed between the parties to this agreement.

4.2.3 Provide a balanced programme of use which satisfies the School needs and provides for a wide range of community sport including provision for:

4.2.3.1 Development Initiatives;

4.2.3.2 League and tournament competition from junior to senior levels;

4.2.3.3 Organised club sessions;

4.2.3.4 Coaching and officiating courses.

5. Marketing and Promotion

5.1 The School will be responsible for marketing and promoting the community use of the Sports Facilities in accordance with the agreed aims, objectives and targets. A marketing strategy will be prepared and implemented and reviewed on an annual basis.

- 5.2 The School will liaise with Active Gloucester within the first 12 months of operation to share good practice and review the initial impact the Sports Facilities will have on community involvement.

6. Management

The Governors of Pittville School will agree and undertake with Gloucestershire County Council that it would:

- 6.1 Be responsible for the Facilities and will resource manage and routinely maintain them in a manner that will allow achievement of the aims and objectives set out in clauses 3 and 4.
- 6.2 Make available the Facilities on the occasions and times herein specified for community use and use by the School.
- 6.3 Provide lights and such other amenities as required for the Facilities and their intended use.
- 6.4 Insure and keep insured the Facilities against all usual commercial risks including public liability in its full reinstatement value.
- 6.5 Keep the Facilities in good working order and repair accidental damage arising from damage by an insured risk.
- 6.6 Establish a practical policy framework for managing and operating the Facilities during periods allocated for Community Use and for use by the School. This framework should seek to enable:
- 6.6.1 A policy of affordable pricing which clearly demonstrates the capability of achieving the objectives for community use defined above.
- 6.6.2 The promotion and forward planning of developmental activities at times which best suit the Priority Groups.
- 6.6.3 Equal opportunities of access for the principal use groups.

- 6.6.4 Flexibility to extend access beyond the defined Community Use Period - provided that this does not adversely affect the School's curriculum requirements.
- 6.6.5 Regular review of the programme bookings during the first three years of operations of the Facilities under this Agreement.
- 6.7 Establish a management committee to agree the matters specified in Clause 6.6 and to review and adopt new procedures and policies related to Community Use.
- 6.8 Develop specific agreements with local clubs that will regularly use the Facilities.

7. Financial Matters

- 7.1 Where the Marginal Costs of operating the Facilities for Community Use are recovered from users, Gloucestershire County Council and the Governing Body of Pittville School agree to use this money towards the development, ongoing support, improvement and upkeep of the Facilities.
- 7.2 Contribute to a contingency fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facilities.
- 7.3 The Management Committee will include a deferment/cancellation policy in the pricing policy.
- 7.4 Encourage the increase of use of the Sports Facilities by staging special promotions or by offering discounted rates of hire.
- 7.5 Improve and increase the stock of sports equipment for use in connection with the Sports Facilities.
- 7.6 The operation of the Facilities must be self-financing without impact or financial support from the Schools budget.

8. Monitoring and Review

- 8.1 The aims and objectives set out in Clauses 3 and 4 would be reviewed on a regular basis by the parties. Prior written approval of all the parties would be required before any revisions are made or implemented.
- 8.2 The School shall make available 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 provision to the Review Panel.
- 8.3 The Review Panel shall include representatives from Pittville School, the Pittville School Governing Body, Gloucestershire County Council and Active Gloucester.
- 8.4 The Review Panel shall undertake the assessment of the adequacy of the implementation of this Agreement in relation to:
- Hours of use; Compliance with aims and objectives of this Agreement;
Advertising and marketing; Maintenance costs.
- 8.5 The Review Panel shall prepare a report and recommendations based on the above.
- 8.6 Pittville School shall implement all reasonable recommendations of the Review Panel as soon as reasonably practicable.
- 8.7 Pittville School shall not reduce the level of Community Use to the Sports Facilities without the prior written approval of Gloucestershire County Council following consultation with Active Gloucester.

9. Terms of Use

Where a specific agreement is set up with a local club, or block booking, the club will be required to agree to:

- 9.1 Ensure proper supervision of any activities taking place, with appropriately qualified and trained staff.

- 9.2 Have in place the correct insurance, policies, procedures that are required legally and under the terms of a club's membership of an accredited body.
- 9.3 Have comprehensive safeguarding policies and procedures.
- 9.4 Not undertake any activities that in the view of the Governing Body of Pittville School conflict with the ethos of the School.

10. Duration of Agreement

This Agreement shall operate for so long as the School Facilities are supplied for Community Use and the site remains in educational use.

11. Authority

The Governing Body 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 mentioned.

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 principle and agent between the parties.

14. Severability

If any term condition or provision contained in any Agreement would 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 any Agreement.

15. Waiver

No term or provision of any Agreement would be considered as waived by any party to any Agreement unless a waiver is given in writing by that party.

16. Non-Assignability

Any Agreement is personal to the parties and none of them shall assign sub-contract or otherwise deal with their rights or obligations.

17. Governing Law and Jurisdiction

Any Agreement would be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

18. Appointment of Sub-Contractor

Gloucestershire County Council shall have the right to appoint a sub-contractor to carry out the duties of Gloucestershire County Council under this Agreement. Gloucestershire County Council will ensure that:

18.1 Any sub-contractor appointed is of adequate financial standing and has the necessary technical skills and competence.

18.2 The sub-contractor enters into a deed of adherence with the Parties to this Agreement that they will be bound by all the terms of this Agreement.

19. A Party ceasing to exist

In the event that the Governing Body of Pittville School ceases to exist or is wound up

this Agreement would continue in force by Gloucestershire County Council who shall seek to continue to have the Sports Facilities made available for community use in accordance with this Agreement.

20. Change of School Category

The Governing Body of Pittville School and Gloucestershire County Council both agree that it will not take any steps to change the category of the School pursuant to the provisions of the School Standards and Framework Act 1998 as amended without securing the continued community use of the Facilities pursuant to the terms of any Agreement.

IN WITNESS whereof the Parties have executed this Agreement as a Deed.

SIGNED for (on behalf of THE GOVERNING BODY OF PITTVILLE SCHOOL, THE SCHOOL and GLOUCESTERSHIRE COUNTY COUNCIL)

..... **Chair of Governors**

..... **Headteacher**

..... **Gloucestershire County Council**

SCHEDULE 1

The Facilities

Sports Hall

Brand new four-court sports hall providing facilities to enjoy sports such as badminton/basketball/volleyball/netball/handball/gymnastic's/dance and fitness suite. Associated changing facilities, showers and toilets.

3G Sports Pitch (flood lit)

Ideally suited for football but would also be suitable for touch rugby, rugby league (U12-adult and 11-a-side) and rugby union training (U11/12). The football pitch would be suitable for the following group ranges U9, U10, U12, U14, U16 and U18 – both male and female teams.

3 x Tennis Courts (not flood lit)

Tennis courts would be supported by acoustic fencing in order to enable them to be used more frequently, but would not be flood lit.

These facilities would be supported by additional parking, a reception and vending area and external viewing area for the 3G sports pitch.

All facilities would be maintained and manned by staff employed by the school.