

Community Use Agreement

**Friends' School Saffron Walden
With
Uttlesford District Council**

COMMUNITY USE AGREEMENT
FOR THE
FRIENDS' SCHOOL SPORTS FACILITIES
Mount Pleasant Road Saffron Walden

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1 TITLE OF FACILITIES

FRIENDS' SCHOOL SAFFRON WALDEN SPORTS FACILITIES

2 DATE OF THE AGREEMENT

4th October 2011

3 PARTIES TO THE AGREEMENT

Friends' School Saffron Walden ("the School")
Uttlesford District Council ("the Council")

4 INTRODUCTION

- 4.1. The School as the body responsible for the control of the use of the School Premises enters into this agreement in order to make the Sports Facilities (**when not required by the School**) available for use by the local community.
- 4.2. Aims include promoting participation in sport and encouraging the provision of sports facilities. In pursuit of these aims the parties to the Agreement wish to promote community use of the Sports Facilities.
- 4.3. The Council provides sport and leisure opportunities in the area for the benefit of the community as a whole. The School enters into this Agreement with the Council in furtherance of improving these opportunities for the community.
- 4.5. The School is the owner of the School Premises and is responsible for financing the structural maintenance of the facilities thereat, including the Sports Facilities at that location. The School is responsible for carrying out such works and will do so as to maintain all the necessary standards for sports activity, consistent with the facilities provided.
- 4.6. The Sports Facilities will be self-financing in terms of Community Use.

5 DEFINITIONS

THE SCHOOL

Friends' School Saffron Walden a
Company Limited by guarantee No.
2527067 Registered Charity No. 1000981

	("the School")
THE COUNCIL	Uttlesford District Council ("the Council")
COMMUNITY USE AGREEMENT	The agreement between the School and the Council, in consultation with Sport England and the Uttlesford Schools Sports Partnership.
SPORTS FACILITIES	The sports hall and changing rooms and sports pitches together with hard play tennis courts
COMMUNITY USE	Use of the Sports Facilities by the general public through organised sports clubs and organisations
SCHOOL PRIORITY TIME	As defined in the operational usage agreement (Schedule 2).
COMMUNITY USE PERIOD	Usage as defined in the operational usage document (Schedule 2).
MANAGEMENT COMMITTEE	As defined in clause 9.1 of this Agreement.
USER REPRESENTATIVES	The user groups using the Sports Facilities will appoint a voting member to the Management Committee together with up to two non-voting members to enable the user groups to have representation on the Management Committee of users of (i) sports hall, (ii) swimming pool, (iii) outdoor sports areas
MARGINAL COSTS	Includes all staff costs and administration, heating, lighting, cleaning and routine maintenance, publicity, insurance premiums, non-capital equipment and equipment replacement attributed to community use and an appropriate contribution to any future costs associated with maintaining the Sports Facilities
PEOPLE WITH DISABILITIES	As defined by the Disability Discrimination Act 1995 and not exclusively those who are registered as disabled.

PRIORITY GROUPS	Those groups identified as under represented for the particular activity being engaged in
SCHOOL PREMISES	The land and buildings, including all Sports Facilities as defined in this Agreement, provided for and essential to the educational purposes of the School
STRUCTURAL	Roof and weatherproofing, roof drainage systems, load bearing walls both internal and external, external wall and or cladding plus weather protection, main support beams or structures, tie beams if part of main structure, structural earthing including lightening protection and earth rods, external drainage systems from a final building termination point, all road, kerbs and pavements and landscaping
NON-STRUCTURAL	All non load-bearing walls and the plaster and finishes on the structure walls and other parts, all the floors and ceilings excluding joists, internal and external doors and windows, all fixtures and fittings, sanitary and water appliances and conducting media, all plant, machinery and equipment and systems, including heating and air conditioning and lighting

6 AIMS & OBJECTIVES

The Parties hereto agree to support the development of the Sports Facilities within the School Premises in order to pursue all the following aim(s) and objectives:

6.1 **AIMS to: -**

- 6.1.1 provide a community resource for sport and physical activity with affordable access;
- 6.1.2 enhance affordable access to and use of the School's Sports Facilities by local community clubs and organisations, for sporting and recreational use;
- 6.1.3 provide opportunities for local sports organisations to participate in sport and physical activity for health

improvement and development of sporting skills, particularly amongst low participant groups.

6.2 OBJECTIVES to: -

- 6.2.1 generate positive attitudes to sport and physical activity by young people and reduce the drop out in sports participation with age;
- 6.2.2 increase the number of people of all ages and abilities participating in sport and physical activity, including People with Disabilities;
- 6.2.3 encourage Priority Groups, to participate in sport and physical activity and adopt an active lifestyle;
- 6.2.4 be self-financing in terms of Community Use;
- 6.2.5 maximise use of the Sports Facilities throughout the year;
- 6.2.6 provide a high quality and affordable service with appropriate marketing, promotion and recording usage;
- 6.2.7 provide Sports Facilities which will cater for the sport and physical activity interests of the local community clubs or groups.

7 TARGETS FOR COMMUNITY USE

The Management Committee will use reasonable endeavours to achieve Community Use targets in line with appropriate sports development strategies, including making a contribution to county and local participation targets for sporting and physical activity.

8 MARKETING & PROMOTION

The Management Committee will be responsible for marketing and promoting the Sports Facilities in accordance with the agreed aims, objectives and targets.

9. MANAGEMENT

- 9.1 A Management Committee will be established to develop the Community Use of the Sports Facilities. Membership shall include one person from each of the following:

- Clerk of School Governors (Chairman) - or the Governors' nominated representative
- Friends' School Head - or the nominated representative
- Friends' School Bursar or nominated representative
- Nominated member of School Staff
- Uttlesford District Council – Officer nomination
- Nominated Member of Uttlesford Schools Sports Partnership
- User Representative

Additional non-voting members may be co-opted as necessary.

The Management Committee will work to its established terms of reference (attached as Schedule 1) which define its role, responsibilities and structure.

- 9.2 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. Within any financial constraints imposed by Education Acts and other legislation related to the operation of an Independent School, this framework should seek to enable:
- 9.2.1 a policy of affordable pricing to assist in the achievement of the projects aims and objectives. The policy will ensure that the pricing is in line with similar local authority run facilities in the area;
 - 9.2.2 equal opportunities of access for the principal user groups;
 - 9.2.3 an easy and accessible booking arrangement;
 - 9.2.4 a yearly review of the programme and, in particular, organised club bookings. This will be reviewed in June of each year for a programme to run from 1st September to August 31st, always recognising the Club commitment to the competition calendar which may contain bookings up to 12 months in advance;
 - 9.2.6 the appropriate application of safeguarding and child protection policies.
- 9.3 The School will be responsible for the Sports Facilities and
- a) will resource, control and routinely maintain the Sports Facilities in a manner that will allow achievement of the agreed targets, and
 - b) ensure that the Sports Facilities are available for the long-term provision of both School and Community Use, in accordance with Objective 6.2.4.

9.4 The School will:

- 9.4.1 make the Sports Facilities, as defined in this Agreement, available on the occasions and times specified in Schedule 2;
- 9.4.2 ensure provision of heat, light and water and such other amenities as required for the Sports Facilities and its intended use;
- 9.4.3 account to the appropriate agencies in respect of the cost of gas, fuel, oil, electricity, water, rates and taxes that may be attributable to the use of the Sports Facilities.

9.5 In accordance with the School's Charity status:

- 9.5.1 the School shall be responsible for carrying out the Structural and Non-Structural maintenance of the Sports Facilities and for effecting repair and making good all accidental damage arising out of, or occasioned by, the use of the Sports Facilities;

10 FINANCE

- 10.1 The School shall be free to enter into agreements for managing and making available the School Premises and/or the School Sports Facilities to other persons or bodies on such terms and at such costs as they determine. Such agreements shall not, however, prejudice the operation of this Agreement and will be with the Management Committees' agreement if they affect the School Sports facilities and are outside the School's Core Time (as specified in schedule 2).
- 10.2 The operational arrangements will ensure that the Marginal Costs of operating Community Use of the Sports Facilities will be fully covered by income from such use and any surplus will be utilised to:
 - 10.2.1 contribute to a contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed-life elements of the Sports Facilities in accordance with this Agreement as decided by the School;
 - 10.2.2 increase the use of the Sports Facilities by the Priority Groups by staging special promotions or by offering discounted rates of hire.
- 10.3 The Management Committee will tune and adjust the operational arrangements, as necessary, to ensure that the costs of Community Use of the Sports Facilities are covered by income from that Community Use.

- 10.4 The Management Committee will do all within their powers to ensure that, as part of the business planning process for the School Sports Facilities and the identification of Marginal Costs, where necessary appropriate funding is considered for major maintenance, upgrading or modernising of the Sports Facilities in order to continue meeting customer expectations.

11 MONITORING AND EVALUATION

The Management Committee will on or before 1 October in every year during the currency of this Agreement prepare an annual report and submit it for consideration by the parties to this agreement. The report will include details of financial performance together with budget estimates for the year following. The report will form the basis for assessment and review by the Management Committee

12 REVIEW

From time to time it will be necessary to review the aims, objectives, targets and development programme of this Agreement. Prior written approval of all the parties to this Agreement will be required before any fundamental changes or revisions are made or implemented.

13 DURATION OF AGREEMENT

13.1 The Term of this Agreement is for a period of 21 years;

13.2 This Agreement may be terminated prior to the date set out in clause 13.1 by the School if for any reason the School ceases to operate. The School must give the Council at least 6 months written notice. If this were to be the case then the Council would make every effort to secure the continued operation of the Sports Facilities;

13.3 This Agreement may be terminated by agreement between the parties hereto in the event that the School Sports Facilities cease to be available for community use as a result of a change in legislation, regulation or in charity status of the School.

14 SEVERABILITY

The obligations contained in this Agreement are severable. In the event that the entering into of this Agreement is found to be *ultra vires* by either party hereto, or should any obligation of either party under this Agreement be found to be illegal or void or unenforceable, then the parties hereto (or such of them who are lawfully able to do so shall, if Sport England so requests) shall enter into such further documents or agreements as may be necessary to render the terms of this Agreement enforceable and *intra*


vires unless to do so would be contrary to the interests of the parties hereto whereupon the Agreement shall be terminated and the provisions of clause 13.2 shall take effect.

15 UNDERTAKINGS AND DIRECTIONS

- 15.1 The School undertakes to ensure, so far as they are able, that those persons employed at the School who are associated with the Sports Facilities comply with the terms of this Agreement.
- 15.2 The execution and terms of this Agreement have been approved by the necessary meetings of the School and the Council
- 15.3 The School, in its capacity from time to time of controlling body (as defined in the relevant Education Act) will undertake to comply with any legal requirements.

16 VARIATIONS

This Agreement may only be varied in writing by a document executed by both parties hereto.

Signed by..... 
Duly authorised by the Clerk of Governors of Friends' School Saffron Walden

Signed by..... 
Duly authorised by the designated Member or Officer of Uttlesford District Council

SCHEDULE 1

Management Committee Terms of Reference & Constitution

1 Purpose

- To monitor progress against agreed targets: programming, usage and finance and to provide regular reports for the stakeholders of the Sports Facilities on those topics.
- To decide on policy issues, e.g. pricing, terms of letting.
- To ensure effective partnership working between the organisations involved in the Sports Facilities.
- To determine strategies for future developments at the Sports Facilities and timetables for their implementation.

2 Membership

Membership shall include one person from each of the following:

- Clerk of School Governors - or the Governors' nominated representative
- Friends' School Head - or the nominated representative
- Friends' School Bursar or nominated representative
- Nominated member of School Staff
- Uttlesford District Council – Officer nomination
- Nominated Member of Uttlesford Schools Sports Partnership
- User Representative

Additional non-voting members may be co-opted as necessary including up to two user representatives.

3 Officers

The Chairman shall be the Clerk of the Board of Governors or a representative nominated by the School's Board of Governors.

- Role of Chairman:
 - 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.

4 Operation

- The full committee will convene at least three times per annum. Additional meetings will be held as considered necessary by a simple majority of members.
- 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.
- Day to day operation will be the responsibility of the School.
- Sub-groups/committees may be formed by the Management Committee if considered necessary or desirable

5 Reporting

- Minutes of committee meetings will be maintained.
- A formal annual report will be issued to cover policy, financial and sports development matters.
- Other specific reports requested by participants when possible.

SCHEDULE 2 – OPERATIONAL USAGE

TO INCLUDE:

SCHOOL PRIORITY TIME

The School will have priority use of the Sports Facilities at all times such use to include the commercial letting of the School including Sports Facilities to commercial users, particularly during school holiday periods.

MANAGEMENT OPERATION

Management arrangements for the Sports Facilities will be put in place that are appropriate to the Community Use set out in this Agreement

USAGE POLICY

The usage by clubs and other organisations is to be reviewed on an annual basis during the summer term. As a general principle, the School has primary call on all Sports Facilities in line with the aims and objectives set out in this Agreement.

CHARGING POLICY

The charging policy shall be agreed in the context of other local sports and leisure charges and reviewed annually by the Management Committee and be based upon the hours and spaces used. Sub-letting to third parties is not permitted without express written consent from the Management Committee.

The Charging Policy will include considerations for those in receipt of state benefits.

BOOKING SYSTEM

A booking system will be operated to provide for advance bookings by clubs and organisations on a regular or special event basis (using a standard booking form).

COMMUNITY USE PERIOD

As defined in the hours of availability set out below. The Community Use period will be reviewed annually. Any additional periods of availability in the event of a reduction in the period of commercial use, particularly during school holidays, will be added.

Friends' School Saffron Walden

Sports Facilities

Availability for Community Use

Term Time

Sept/March	Avail-ability	Days	Total Hours	Current use	Balance for CUA @July'10
Pitches	9am to 5pm	Saturdays	8	4	4
	9am to 5pm	Sundays	8	4	4
Sports Hall	6pm to 7.30pm	Weekdays	1.5	1.5	0
	1pm to 9pm	Saturdays	8	2	6
	9am to 9pm	Sundays	12	2	10
Pool	6pm to 9pm	Weekdays	3	3	0
	9am to 9pm	Saturdays	12	4	8
	9am to 9pm	Sundays	12	4	8
Hard courts	9am to 9pm	Saturdays	12	1	11
	9am to 9pm	Sundays	12	1	11
April/June					
Pitches	9am to 5pm	Saturdays	8	5	3
	1pm to 5pm	Sundays	4	0	4
Sports Hall	6pm to 7.30pm	Weekdays	1.5	1.5	0
	1pm to 9pm	Saturdays	8	4	4
	9am to 9pm	Sundays	12	2	10

	9pm				
Pool	6pm to 9pm	Weekdays	3	3	0
	9am to 9pm	Saturdays	12	4	8
	9am to 9pm	Sundays	12	4	8
Hard courts	9am to 9pm	Saturdays	12	1	11
	9am to 9pm	Sundays	12	1	11
Holidays	No Availability		0	0	0
		Totals	173	52	121 estimated spare capacity is 70%