

Community Use Agreement

Date: TBA

Hadrian Learning Trust

Whetstone Bridge Road, Hexham, Northumberland NE46 3JD

and

Northumberland County Council

County Hall, Loansdean, Morpeth, Northumberland NE61 2EF

Draft Agreement in relation to arrangements for
community use of sports facilities at
Whetstone Bridge Road, Hexham, Northumberland

In connection with Planning Permission 19/03998/CCD

Contents

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

1. Recitals

- 1.1 Planning Permission was granted by Northumberland County Council for the Development subject to conditions. Condition 14 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 and/or the wider school site will be managed.
- 1.2 The parties wish to enter into this Agreement in order to make the indoor and outdoor Sports Facilities at the Development and/or the wider school site available (when their use is not required by the Schools) for use by the local community in compliance with the terms of this Agreement and Condition 14.
- 1.3 The principal charitable objects of Hadrian Learning Trust can be summarised as:
 - To advance for the public benefit education in the UK, by establishing, maintaining, carrying on, managing and developing schools offering a broad and balanced curriculum;
 - And to promote for the benefit of the inhabitants of the areas in which the schools are situated the provision of facilities for recreation or other leisure time occupation.
- 1.4 The Council has responsibility for the provision of sports facilities in the area for use by and for the benefit of the community and is desirous of entering into this Agreement in furtherance of that responsibility *and* as the local planning authority in respect of the Development.
- 1.5 The Trust is the leaseholder of the School Premises and is responsible for their use.
- 1.6 The County Council is the freehold owner of the School Premises and agrees to provision of community access to the Sports Facilities.

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 in advance for use on a pay-as-you-play basis, where space is available
Development	means redevelopment of Queen Elizabeth High School including the refurbishment of the Grade II listed Hydro Building and Westfield House for ongoing school use; new build school buildings of 2 and 3 storeys; demolition of existing school buildings and associated new access points; and car parking, bus parking, landscaping, grass playing fields, hard courts, and the artificial sport pitches including sports lighting 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
Parties	means the parties to this Agreement
Planning Permission	means planning permission reference 19/03998/CCD granted by the Council on 29 January 2020
Priority Groups	means those groups identified by the Parties as being under-represented for the particular activity engaged in
Core Educational Hours	means 8am to 5pm Mondays to Fridays during term time as defined in Schedule 2 to this Agreement
School Premises	means the land and buildings comprising Queen Elizabeth High School and Hexham Middle School at Whetstone Bridge Road

The Schools	means Queen Elizabeth High School and Hexham Middle School
The Trust	means Hadrian Learning Trust
Lettings Policy	means the policy determined by the Trust which sets out the terms and conditions for any lettings

3. Aims

The Parties agree to pursue the following aims:

- To provide outstanding sporting opportunities for all pupils at the Schools;
- To allow pupils to experience a broad range of health and fitness opportunities, through their PE lessons and extra-curricular activities provided by the Schools;
- To ensure availability of the Sports Facilities to the Schools during Core Educational Hours;
- To provide 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;
- To operate in line with the national agenda for sport taking into account nationally adopted strategies;
- To generate positive attitudes in sport and physical activity by young people and reducing the drop out rate in sports participation with age;
- To increase the number of people of all ages and abilities participating in sport and physical activity including people with disabilities;
- To use 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 Sports Facilities and to be self financing in terms of community use.

- To provide facilities that are well-managed and maintained and operated in a safe fashion that is considerate to neighbours.

4. Arrangements for Community Use

The Trust agree 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 Trust shall use reasonable endeavours to achieve community use targets in line with appropriate sports development strategies, including making a contribution to local participation targets for sporting and physical activity.

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

The Trust agrees and undertakes that it shall:

- 7.1 Be responsible for the Sports Facilities and will resource manage and routinely maintain it in a manner that will allow achievement of the aims and objectives of this agreement;
- 7.2 Make available the Sports Facilities on the occasions and times herein specified for community use and use by the Schools;
- 7.3 Provide such available lights and such other amenities (including heating) as required for the Sports Facilities and their intended use;
- 7.4 Insure and keep insured the Sports Facilities against all usual commercial risks including public liability in its full reinstatement value;
- 7.5 Establish a practical and economic policy framework for managing and operating the Sports Facilities during periods allocated for community use and for use by the Schools;

- 7.6 Establish an easy and accessible system for advance booking arrangements for the hire of any facilities;
- 7.7 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.

Users of the Facilities under a letting agreement will be required:

- 7.8 To use the facilities in a polite and courteous manner at all times and comply with reasonable instructions from the duty site staff;
- 7.9 Arrange appropriate insurance cover to indemnify the Trust against all claims arising out of their use of the premises;
- 7.10 To be responsible for complying with all relevant requirements of Health and Safety Legislation;
- 7.11 To be responsible for ensuring that all activities to be undertaken are covered by any appropriate licences;
- 7.12 To keep the Sports Facilities in a clean condition;
- 7.13 To ensure that their noise level does not interfere with other activities within the building or cause inconvenience for neighbours, and to leave the site in a quiet and orderly fashion;
- 7.14 Not to display any advertisements or banners without by prior arrangement in writing from the Trust;
- 7.15 Not to deposit or leave any goods whatsoever on the premises, unless by prior agreement with the Trust, and make arrangements for the disposal of all refuse from the property;
- 7.16 Not to permit or conduct any commercial sale by auction or otherwise in or on the property;
- 7.17 To park on the school site, wherever possible, in marked bays and in accordance with any signage or other instructions from the Trust;
- 7.18 Not to make any alterations or additions to the Property without the prior written consent of the Trust.

8. Financial Matters

- 8.1 The Trust is a charitable trust which is bound by its Articles of Association and the requirements of the Academies Financial Handbook. As such, the Trust is not permitted to make a profit.
- 8.2 The Trust is required to set fees for its chargeable services at full cost but can apply an additional rate of return when in a commercial environment.
- 8.3 The Trust 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 may be utilised to:
- Contribute to a contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facilities; and/or
 - Improve and increase the stock of sports equipment for use in connection with the Sports Facilities.
- 8.4 Pricing will be determined by the Trust, taking into account operational and capital costs, local and regional benchmarking and inflation.
- 8.5 Prices will be set out in the Lettings Policy and reviewed annually.

9. Duration of Agreement

This Agreement shall operate for so long as the Sports Facilities are provided in accordance with the Planning Permission. In the event the Schools or the Trust should cease to exist the Parties agree to make every effort to secure the continued operation of the Sports Facilities for Community Use.

10. Authority

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

11. No Variations

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

12. 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.

13. 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.

14. 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.

15. 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 but no consent shall be required to assign the rights and obligations of the Trust to another multi academy trust which the Trust is merging with or has been taken over by with the consent of the Secretary of State for Education or similar authority.

16. 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 on the attached plans):
 - Full size, all weather, 3G football/rugby pitch with sports lighting (northern pitch);
 - Full size, all weather, sand dressed hockey pitch with sports lighting (southern pitch);
 - Full size, grass pitch;
 - 3 Multi-use Games Areas.

2. The indoor sports areas and facilities to be made available for Community Use shall comprise the following (as shown on the attached plans):
 - 913m² 6-court sports hall with P2 multi-sport performance flooring;
 - 306m² 2-court sports hall with P2 multi-sport performance flooring;
 - Ancillary toilet and changing facilities. The total provision at the site is as follows, although the amount to be made available at any time is subject to demand:
 - Six team changing rooms, each including between four and six shower cubicles
 - Two referee/official changing areas, each with a separate toilet and shower
 - Two accessible changing rooms including shower and toilet
 - 17 toilets, including two accessible toilets

Schedule 2

Arrangements for Community Use

1. Users

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

2. Hours of Access for Community Use

Northern Pitch and Indoor Sports Facilities:

- 17.00pm to 22.00pm Mondays to Fridays inclusive during Term Time;
- 08.00am to 22.00pm Mondays to Friday inclusive outside Term Time;
- 09.00am to 18.00pm on Saturdays, Sundays or Bank or National Holidays.

Southern Pitch:

- 17.00pm to 21.00pm Mondays to Fridays inclusive during Term Time;
- 08.00am to 21.00pm Mondays to Fridays inclusive outside Term Time;
- 09.00am to 18.00 pm on Saturdays, Sundays or Bank or National Holidays.

The sports lighting for both Northern and Southern pitches shall only be in operation when the pitches are in use and will be turned off:

- Automatically at the end of the night (22.00pm for the Northern Pitch and 21:00pm for the Southern Pitch);
- Manually when the pitches are otherwise not in use.

Any booking end time is premises lock up time. Users are advised to nominate a time-keeper to warn players to vacate the facilities before the lights are extinguished.

Grass pitch and Multi-Use Games Areas as Northern Pitch or daylight hours if less.

The Schools may restrict the use of grassed sports areas to protect them to fit in with the school requirements.

3. Pricing

- 3.1 A policy of pricing shall apply to maximise Community Use and in accordance with the aims of this Agreement.
- 3.2 Pricing will be determined by the Trust, taking into account operational and capital costs, local and regional benchmarking and inflation and acting in accordance with any pricing obligations in any existing or future grant funding agreements.
- 3.3 Prices will be set out in the Lettings Policy and reviewed annually.

4. Booking Arrangements

- 4.1 An easy and accessible advance booking arrangement for Casual Use and block bookings shall be established for hire of the Sports Facilities.

5. Parking Arrangements

- 5.1 Bicycle parking spaces shall be available for community users;
- 5.2 Car parking spaces shall be available to park for community users, by separate agreement, including accessible car parking spaces;
- 5.3 Bus/coach parking spaces may also be available by prior arrangement with the Trust.

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 Trust

[Signed by

Duly authorised by the County Council]