



Community Use Agreement

Heywood Academy

COMMUNITY USE AGREEMENT

Date: 8th November 2023

Heywood Academy
West Starkey Street
Heywood
Greater Manchester

Local Authority: Rochdale Borough Council

This agreement is made on 8TH November 2023

Definitions and Interpretation

Club Bookings	bookings with a named, established or affiliated club with an agreed arrangement with the school.
Club Bookings	bookings with a named, established or affiliated club with an agreed arrangement with the school.
Community Use	means use of the sports facilities by the local community.
Sports Facilities	means the sports facilities forming part of the school premises
Low Income	in receipt of unemployment benefit or income support
Marginal Costs	staff costs and administration, heating, lighting, cleaning and routine maintenance, publicity, insurance premiums, equipment purchase and maintenance
Parties	means the parties to this Agreement.
Planning Permission	means planning permission granted by Rochdale Borough Council (reference number (21/01748/SO) for the development of the school.
People with Disabilities	all registered disabled people.
Priority Groups	means those groups identified by the parties as being under-represented for a particular activity engaged in.
Review Panel	means representatives of the school and the governing body.
School Core Time	means the hours of operation notified from time to time to the Authority.
School	Rochdale Academy, West Starkey Street, Heywood, Greater Manchester.
School Premises	means the land and buildings and facilities owned by the school.

1. Parties

- 1.1 New Bridge Multi Academy Trust (the Trust)
- 1.2 Rochdale Academy – address needed (the school)

2. Background

- 2.1 Planning Permission (23/00852/PSID) was granted by Rochdale Borough Council for the development subject to conditions. Condition 8 of the planning permission requires that this agreement shall be submitted to the local planning authority for

approval to demonstrate how community use of the sports facilities within the development will be managed for community use.

- 2.2 The Trust and the Authority wish to enter into this agreement to make the sports hall and outdoor sporting spaces of the school available (when their use is not required by the school) for the use by the local community to promote participation in community activities and encouraging provision of community facilities in compliance with the terms and conditions of this agreement.
- 2.4 The Trust is the owner of the school premises and the school is responsible for their use.
- 2.5 It is agreed between the parties that the school premises (including the sports facilities) have been constructed for the delivery of education and the use of the sports facilities by the school for educational and extra-curricular activity shall take priority over any community use.
- 2.6 The school will prioritise use of the facilities by groups and clubs that cater for young people with additional needs in line with our vision and values.

3. Aims

The parties agree to support development and use of the sport facilities in order to pursue the following aims:

- 3.1 to increase and improve the quality of community activities for the pupils of the school in curricular and extra-curricular activities.
- 3.2 to seek to provide affordable opportunities for residents to participate in community activities in line with the Boroughs 'Raising Rochdale and supporting the most vulnerable' initiative
- 3.3 to generate positive attitudes in sport and physical activity for young people with additional needs.
- 3.4 use the sports facilities to encourage the range, quality and number of school sports club links and to stimulate competition and resilience that is inclusive.

4. Objectives

In accordance with the above aims the parties agree to the following objectives:

- 4.1 to seek to maintain a balanced programme of use that satisfies the school needs and provides for as wider range of community provision as possible.

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 by the Trust on an annual basis.

6. Management

The Trust and the school agree:

- 6.1 that the school will manage the facilities through the Senior Leadership Team or any third party provider appointed by the Trust.
- 6.2 to be responsible for managing the facility to support the aims and objectives set out in this Agreement.
- 6.3 to make the facility available provided that this should not impede, restrict or conflict with the delivery of education to the pupils at the school.
- 6.4 to provide lights, heating and other amenities as required for the sports facilities to be used properly.
- 6.5 to maintain full reinstatement value insurance of the sports facilities against all usual commercial risks including public liability.
- 6.6 to keep the sports facilities in good working order and repair accidental damage arising from damage by an insured risk.

7. Financial Matters

- 7.1 The Trust will include a deferment / cancellation policy in the pricing policy.
- 7.2 Increase the use of the sports facilities by staging special promotions or by offering discounted rates of hire.
- 7.3 The operation of the sports facilities must be self-financing without impact or financial support from the school's budget.

8. Monitoring and Review

- 8.1 The school will have an obligation to defer the agreement of any lettings to and for the approval of the Chief Executive of the Trust.
- 8.2 The use of the sports facilities will be reviewed annually in line with the Trust's and School's normal operating policies.

9. 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 but shall be reviewed annually in terms of its financial viability and impact on the school and its delivery of education.

10. 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.

11. 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.

12. Sports Facilities and Hours of Use

- 12.1 The internal facilities consist of changing areas and a sports hall.
- 12.2 The external facilities consist of 2 multi-use games areas.
- 12.3 The school core hours are 08:00 – 17:30 Monday to Friday during term time, with the term dates defined by the calendar available from the school and held on the school's website. In addition there is a 2 week shutdown over the Christmas period each year.
- 12.4 The hours available for each facility are out-of-school core hours on weekdays and at weekends by agreement.
- 12.5 The school may restrict use of the sports facilities to protect them or to fit in with the school needs and curriculum requirements.
- 12.6 External sports facilities will only be permitted for evening use from May to September only.

13. Fees

Facility	Hire Charge	Available times
2 Multi Use games areas	£30 per hour	1 st May to 30 th September. Weekdays - 17:30 – 21:30 Sat/Sun - 10:00 – 16:00
Sports Hall	£35 per hour	Weekdays -17:30 – 21:00 Sat/Sun - 10:00 – 16:00
Changing areas / Toilets	Provided free	Any time lettings are in operation
Car park	Provided free	Any time lettings are in operation. There are also a number of EV charging points on the car park that can be made available for the community.

13 Booking Arrangements

Community Hire

For community users an easy and accessible advance booking arrangement for Block and Club bookings will be established for hire of the Sports Facilities using a standard booking form. These procedures will be available in writing and online once an initial enquiry is made by the external users.

The school will operate and charge all community use to achieve a minimum profit / full cost-recovery arrangement. Costs will be calculated specific to the activity and at a locally competitive cost. The school will seek, whenever possible, subsidies to reduce the cost to users. Any profits made by the school from providing facilities or services will be reinvested in the school or in the service.

School may also offer free use of its facilities to an organisation in return for another service being provided to the school, e.g. a football club coaching our students for free on the school site

Commercial Hire

Commercial lettings to use the school facilities will be organised through the signing of a Hire Agreement directly with the school. All hire agreements will be reviewed annually.

14 Parking Arrangements

Parking spaces are available at the front of the school, which include 3 No. accessible spaces.

15 Access

Access is only available through the front door of the school. To meet safeguarding requirements, all users will be required to sign in digitally at reception on arrival and have their photograph taken as part of the sign in procedure. Upon departure, users will be required to sign out digitally from reception.

SIGNED for (on behalf of the NEW BRIDGE MULTI ACADEMY TRUST)

Signed..... TitleCEO.....