

DATED

2025

HOLLINGWORTH LEARNING TRUST (1)

THE ROCHDALE BOROUGH COUNCIL (2)

COMMUNITY USE AGREEMENT

Agreement in relation to arrangements for community use of sports facilities at
Newhouse Academy, Newhouse Road, Heywood, Lancashire OL10 2NT

In connection with Planning Permission 22/01587/VRCON

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This Agreement is made the _____ day of _____ 2024

Between:-

- (1) **HOLLINGWORTH LEARNING TRUST** (company registration number **08314692**) whose registered office is at Office 1, Floor 3, Hafley Court, Buckley Road, Rochdale, England, OL12 9DJ ("**Academy**")
- (2) **THE ROCHDALE BOROUGH COUNCIL** of Number One Riverside, Smith Street, Rochdale OL16 1XU ("**Council**")

1. Recitals

- 1.1 Planning Permission was granted by The Rochdale Borough Council for the Development subject to conditions. Condition 10 of Planning Permission 22/01587/VRCON requires that an agreement shall be submitted to the local planning authority for approval to demonstrate how community access to the Sports Facilities site will be managed.
- 1.2 The parties wish to enter into this Agreement in order to make the indoor and external Sports Facilities at the Development available (when their use is not required by the Academy) for use by the local community in compliance with the terms of this Agreement and Condition 10 of Planning Permission 22/01587/VRCON.
- 1.3 The Council is the local education authority for the area, the local planning authority and the freehold owner of the School Premises. The Academy occupies the School Premises under a 125 year academy lease.
- 1.4 The Council and the Academy agrees to provision of community access to the Sports Facilities when they are not required for school purposes and wish to enter into this Agreement in order to clarify the use of the Sports Facilities.
- 1.5 Nothing in this Agreement shall undermine the primary educational role of the Academy.
- 1.6 Nothing in this Agreement shall derogate from the Academy's overall responsibility for the management of the School Premises.

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.
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Casual Use	means availability for any
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individual(s) or groups to book the Sports Facilities up to 7 days in advance for use on a pay-as-you-play basis, where space is available

Development

means the erection of a two storey school building, with lobby and toilet facilities, together with associated refurbishment of existing plant, water tank and substation block, and associated landscape works, following the demolition of the existing main school building for which Planning Permission has been granted

Parties

means the parties to this Agreement

Planning Permission

means planning permission (reference 22/01191/PSID granted by the Council on 15 December 2022

Priority Groups

means those groups 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 7.00am to 16.30pm Mondays to Fridays during Term Time

School

the school located at the School Premises

School Premises

means the land and buildings comprising Newhouse Academy, Newhouse Road, Heywood, Lancashire OL10 2NT

Sports Facilities

means the sports facilities identified in Schedule 1 to this Agreement forming part of the School Premises

Term Time

the term dates for the Newhouse Academy defined by the calendar available from the Academy and held on the Academy's website.

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 dropout 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 Sports 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.

4. Arrangements for Community Use

The Academy agrees to make the Sports Facilities available for Community Use in accordance with the provisions of Schedule 2 of this Agreement.

5. Targets for Community Use

The Academy shall use reasonable endeavours to achieve community use targets where appropriate in line with appropriate sports development strategies, including making a contribution to local participation targets for sporting and physical activity. The Academy shall work with the Council, local schools, Sport England and other National Governing Bodies to provide a range of opportunities and pathways for the community. These may include existing initiatives and will also include new and local activities.

6. Marketing and Promotion

The Academy 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 Academy will be responsible for the management of the Sports Facilities and shall: -

- Make the Sports Facilities available as per Schedule 2 provided that this should not impede, restrict or conflict with the delivery of education to the students at the School.

- Resource, control and routinely ensure the maintenance of the Sports Facilities in a manner that will allow achievement of the agreed aims.
- Ensure provision of heat, light and water and such other amenities as required for the Sports Facilities and their intended use.
- 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.

8. Financial Matters

- 8.1 The Academy 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 staging special promotions or by offering discounted rates of hire.
 - 8.1.3 improve and increase the stock of sports equipment for use in connection with the Sports Facilities.
 - 8.1.4 invest in additional resources to deliver improvement in sports or community activities

9. Monitoring and Review

The Community Use of the facilities will be reviewed annually in line the Academy's and School's normal operating policies.

An annual report will be produced regarding the Community Use of the facilities to assist with the development and improvement of community access. This report will consider:

- hours of use of the facilities
- pricing policy
- compliance with the aims of this Agreement
- marketing
- financial performance of the Community Use provision during the year; and
- maintenance of Sports Facilities

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 effort to secure the continued operation of the Sports Facilities for Community Use.

11. Authority

The Academy 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 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.

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 – Sports Facilities

1. New Sports Hall
2. New Activity/Dance Studio
3. Main Hall with retractable seating for up to 200 people
4. The Main Hall, Activity Studio and a Drama room can be opened up by retractable walls, with the 200 seating noted above and further seating space to hold plays/shows/etc
5. External grass pitches and MUGAs

Schedule 2 - Arrangements for Community Use

1. Users

- 1.1 The Sports Facilities shall be made available for Community Use during the times stipulated in paragraph 2 of this Schedule 2. The Academy may make the Sports Facilities available on a Sunday at its discretion should there be a demand for Community Use.
- 1.2 Community Use may be facilitated during School Core Times when:-
- the Sports Facilities are not required by the Academy;
 - where this has been agreed by the Academy at its absolute discretion; and
 - where such Community Use does not impact on the running or safeguarding of the School.

2. Hours of Access

TERM-TIME

Community Use	Mon - Fri : 17:00 - 21:00
	Sat : 08.30 – 13.30
	Sun : 08.30 – 13.30

SCHOOL HOLIDAYS

Community Use	Mon - Fri : 9.00 - 21.00
	Sat : 9:00 – 17:00
	Sun : School Closed.

3. Pricing

- 3.1 A policy of affordable pricing shall apply to maximise Community Use and in accordance with the aims of this Agreement. The pricing structure is in comparison to the other provisions run by the Academy at other school sites.
- 3.2 The Academy shall undertake an annual assessment and shall have the sole discretion to amend the pricing to meet the Sports Facilities operational costs.

4. Booking arrangements

An easy and accessible advance booking arrangement for Casual Use and block bookings shall be established for hire of the Sports Facilities using a standard booking form.

5. Parking Arrangements

Car parking spaces shall be available to community users on a first come first served basis.

IN WITNESS whereof the hands of the parties or their duly authorised representatives the day and year first above written.

Signed by

Duly authorised by the Academy

Signed by

Duly authorised by the Council