

DATED

2026

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

This Agreement is made the

day of

6
2021 

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.

Casual Use

means availability for any

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.

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. This review will be undertaken with the Local Planning Authority (LPA). Nathan Matley, Nathan.Matley2@Rochdale.Gov.UK, is has been nominated as the contact within the Local Authority who will be reviewing the Community Use Agreement with the Academy and School.

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

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
6. Changing rooms with showers and toilet facilities

4. Booking arrangements

An easy and accessible advance booking arrangement for Casual Use and block bookings has been established for hire of the Sports Facilities via an online booking portal, which can be found at <https://bookings.edu-lettings.org/rochdale/edu-newhouse-academy>.

5. Parking Arrangements

Car parking spaces shall be available to community users on a first come first served basis. There are 135 car parking spaces and 11 accessible parking spaces available.

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

JAMIE HAWKRIGG
CHIEF OPERATING OFFICER
HOLLINGWORTH LEARNING TRUST

Signed by
Duly authorised by the Council

NATHAN MATLEY
HEAD OF PARTNERSHIP DELIVERY,
RRC