



Design & Access Statement

E04759

APPENDIX S

Heads of Terms:

Community Use Agreement

DATED

2021

REAch2 ACADEMY TRUST (1)

READING BOROUGH COUNCIL (2)

COMMUNITY USE AGREEMENT

COMMUNITY USE AGREEMENT

2021

PARTIES	
	(1) REAch2 ACADEMY TRUST a company limited by guarantee registered in England and Wales under company number 08452281 and whose registered office is at Henhurst Ridge Primary Academy, Henhurst Ridge, Burton-On-Trent, England, DE13 9TQ (the “Academy Trust”) (2) READING BOROUGH COUNCIL of Civic Offices, Bridge Street, Reading RG1 2LU (the “Authority”)

- 1.1 The Academy Trust has been appointed to manage and operate the sports facilities of the School
- 1.2 The Academy Trust and the Authority wish to enter into this Agreement in order to make the sports facilities of the School available (when their use is not required by the School) for use by the local community in recognition of Sport England's aim in promoting participation in sport and encouraging provision of sports facilities
- 1.3 The Authority has primary responsibility for the provision of sports facilities in the Reading area for use by and for the benefit of the community and is desirous of entering into this Agreement in furtherance of that responsibility
- 1.4 This Agreement comprises the Community Use Scheme approved by the Authority pursuant to Condition [●] of the planning permission granted by the Authority on [●] under reference [●]

In this Agreement the following words or phrases have the corresponding meanings ascribed to them unless the context otherwise requires:

Ancillary facilities	Toilets and car park
Casual Use	Availability for any individual(s) or group to use of the MUGA without charge during the Community Use Period
Community Use	Use of the Facility by the local community including organised sports clubs, organisations in accordance with this Agreement
Community Use Period	(a) (in respect of the MUGA): (Casual Use or Pre-Booked Use) 4.00pm - 6.00pm weekdays during School term time (Pre-Booked Use only) 6.00pm - 8.00pm weekdays during School term time (Pre-Booked Use only) 9.00am - 8.00pm weekends during School term time (Casual Use or Pre-Booked Use) 9.00am - 6.00pm any day during School holidays (Pre-Booked Use only) 6.00pm - 8.00pm any day during School holidays (b) (in respect of the STP and/or School Hall): (Pre-Booked Use only) 5.00pm - 10.00pm weekdays during School term time (Pre-Booked Use only) 9.00am - 10.00pm weekends and School holidays
Facility	The MUGA the STP and the School Hall forming part of the Premises at the School
Management Committee	The management committee as defined in clause 7 of this Agreement
Marginal Costs	Staff costs and administration, heating, lighting, cleaning and routine maintenance, publicity, insurance premiums, non-capital equipment

MUGA	Multi use games area
Planning Permission	[•]
Pre-booked Use	Availability for any individual(s) or group to book the MUGA the STP and/or the School Hall for single or consistent use during the Community Use Period.
Premises	The land and buildings provided for and essential to the educational purposes of the School
Priority Groups	The following groups: (a) 16 and under (b) 45 and over (c) girls and women (d) lower socio economic groups (e) black and ethnic minorities (f) people with disabilities as may be amended from time to time between the parties (both acting reasonably) to target those groups that are under represented for a particularly activity engaged in from time to time
Review Committee	Representatives of each of the parties to this Agreement or their nominees
School	Ranikhet Academy of Spey Road Tilehurst Reading
School Hall	the school hall and Ancillary Facilities
Sport England	Sport England is the national body to encourage people of all ages to start and stay active in sporting activities
Sports Development Programme	A programme of activities aimed at (i) attracting and retaining the interest of new participants in sport with the overall objective of establishing new clubs or encouraging new participants to join established clubs and (ii)

maintaining the quality of provision for regular/established participants

STP

Synthetic turf pitch and Ancillary Facilities

3. **AIMS**

The parties hereto agree to support the development of the Facility in order to pursue the following aims:

- 3.1 To increase and improve the quality of sporting and physical activity opportunities for the pupils of the School in curricular and extra-curricular sports activities
- 3.2 To provide opportunities for local people and sports organisations to participate in sport and physical activity and to develop their skills particularly among low participant groups
- 3.3 Where appropriate to establish the School as a community sports hub in Reading to support voluntary sectors groups to help raise standards of coaching education and training administration volunteering and performance pathways in Reading

4. **OBJECTIVES**

In accordance with the above aims the Project will have the following objectives:

- 4.1 To maximise use of the Facility during term time and the School holidays.
- 4.2 To use the Facility offer an enriched and exciting curriculum to school pupils.
- 4.3 To offer the Facility for the wider community to take part in a variety of sports, social and educational activities, giving priority to Priority Groups to increase their participation.
- 4.4 To develop the Sports Development Programme.
- 4.5 To achieve a balanced programme of use of the Facility which satisfies school curriculum and extra-curricular sports needs and further provides for a wide range of community sports (where feasible) including provision for:
 - 4.5.1 Sports Development Programmes;
 - 4.5.2 Casual Use;
 - 4.5.3 Organised club sessions;
 - 4.5.4 Coaching courses;

4.5.5 Adult education courses; and

4.5.6 Pre-Booked Use

5. TARGETS FOR COMMUNITY USE

The Academy Trust undertakes with the Authority and Sport England to use its best endeavours to achieve the targets for the Facility as set out in Schedule 1

6. MARKETING AND PROMOTION

The Academy Trust will be responsible for marketing and promoting the Facility with the intention of meeting the objectives set out in clause 4 and the targets set out in Schedule 1.

7. MANAGEMENT

7.1 A Management Committee will be established within 3 months of the date of this Agreement to develop Community Use of the Facility in accordance with the terms of reference and constitution of Schedule 2 to this Agreement.

7.2 Membership shall include representative(s) (or their nominee) from each of the following:-

7.2.1 The Academy Trust;

7.2.2 The community centre at Dee Park (if such organisation agrees);

7.2.3 Such other representatives (including but not limited to regular user groups) as the Authority (acting reasonably) may require from time to time.

7.3 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 Facility during agreed periods of Community Use (which must not be less than the Community Use Period). This framework should seek to enable:

7.3.1 A policy of affordable pricing based on similar facilities in the Reading Borough Council administrative area, or that are run by the Academy Trust in other areas, which demonstrates the capability of achieving the objectives and targets for Community Use in this Agreement. The pricing set out in the policy must equal or reflect the Marginal Costs incurred in

- running the Facility for Community Use;
- 7.3.2 Equal opportunities of access for all groups;
- 7.3.3 Flexibility to extend access beyond the defined Community Use Period, at the discretion of the Academy Trust, provided that this does not adversely affect the School operation;
- 7.3.4 Flexibility to shorten the hours of Community Use in instances of temporary staff absence or pre-arranged school events which make letting of the facility unfeasible.
- 7.3.5 Easy and accessible booking arrangements for Pre-Booked use;
- 7.3.6 The Academy Trust (acting reasonably) reserves the right to refuse entry to any groups who fail to comply with the School's policies.
- 7.4 The Academy Trust agrees and undertakes with the Authority and Sport England that it shall:-
 - 7.4.1 make available the Facility on the occasions and times herein specified for Community Use and use by the School
 - 7.4.2 provide heat light water and such other amenities as required for the Facility and its intended use
 - 7.4.3 account to the appropriate undertaking in respect of the cost of gas fuel oil electricity water rates and taxes which may be attributable to such use of the Facility
 - 7.4.4 insure and keep insured the Facility against all usual commercial risks including public liability in its full reinstatement value
 - 7.4.5 effect repairs and make good accidental damage arising out of or occasioned by the use of the Facility or in the event of damage by an insured risk.

8. **FINANCE**

- 8.1 The Academy Trust shall be free to enter into agreements for making available the Premises and/or the Facility to other persons or bodies on such terms and at such costs as they may in their discretion determine. Such agreements shall not

however prejudice the operation of this Agreement

8.2 Where it is clear that the Marginal Costs of operating community use of the Facility will be recovered, the Academy Trust and the Authority agree to utilise any such money recovered:

8.2.1 to increase the use of the Facility by the Priority Groups by staging special promotions or by offering discounted rates of hire; and/or

8.2.2 to improve and increase the stock of sports equipment for use in connection with the Facility

9. **MONITORING AND REVIEW**

9.1 The Academy Trust on behalf of the Review Committee will produce an annual report by the end of June including details of all usage, bookings, maintenance and financial matters relating to the Community Use of the Facility to assist with the development and improvement of community access.

9.2 The Review Committee shall undertake an assessment of the adequacy of the implementation of this Agreement in relation to:

9.2.1 hours of use of the Facility;

9.2.2 pricing policy;

9.2.3 compliance with targets and aims of this Agreement;

9.2.4 marketing;

9.2.5 financial performance of the Facility during the previous year; and

9.2.6 maintenance.

9.3 The Review Committee shall prepare a report based on the above assessment and prepare recommendations as to how Community Use of the Facility can be further developed and improved.

9.4 The School shall implement all reasonable recommendations of the Review Committee as soon as reasonably practicable.

9.5 In the event any significant changes are required to this Agreement as a consequence of each or any annual review prior written approval of each of the Parties to this Agreement shall be required.

9.6 The School shall not materially reduce the level of community access to the Facility without the prior written approval of the Authority, following consultation with Sport England and the Review Committee.

10. **DURATION OF AGREEMENT**

This Agreement will remain in force as long as the School and Facility are provided in accordance with the Planning Permission. In the event that the School should cease the parties agree to make every effort to secure the continued operation of the Facility for Community Use.

11. **AUTHORITY**

The Academy Trust 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

19 **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

The Targets

1. An average of 21 hours per week of free community use throughout the year (with higher levels of use during School holidays) within which a minimum number of 7 hours per week should be designated for Sports Development Programmes aimed at the Priority Groups
2. Promotion of the pre-booked use of the facility to such a level that enables the hours of free use to be increased following review by the Management Committee.
3. Promotion and establishment of a structured programme of Sports Development Programmes aimed at and sensitive to the needs of each Priority Group. The programme should aim to include at least one activity session(s) for each Priority Group per week throughout the year. A varied range of sports activities should be included within the programme
4. Promotion and establishment of an annual Sport Development Programme which includes:
 - 4.1 sport variant sessions;
 - 4.2 coaching and skill training of players at club level and county level;
 - 4.3 a tournament or league;
 - 4.4 a sport leaders course;
 - 4.5 a preliminary coaching course;
 - 4.6 an officials course
5. Priority booking for organised sport clubs to be given to those who have or are developing active junior sections i.e. accreditation to obtain Clubmark and Sportsmark
6. Use of the Facility by the community to become self-financing in terms of recovering the Marginal Costs of operating Community Use

SCHEDULE 2

Management Committee

Terms of Reference and Constitution

1. Purpose

- 1.1 To monitor progress against agreed aims and targets: programming, usage and financial and to provide regular reports for the stakeholders of the school on those topics.
- 1.2 To decide on policy issues e.g. pricing, the framework of sports programmes and staffing.
- 1.3 To ensure effective partnership working between the organisations involved in school community use.
- 1.4 To determine strategies for future developments at the School and timetables for their implementation.

2. Officers

- 2.1 The Chair shall have the following roles;
 - 2.1.1 To direct and control the meetings of the committee.
 - 2.1.2 To cast a further vote if necessary to resolve any tied decision(s).
 - 2.1.3 To represent the committee at other meetings and functions as necessary.
- 2.2 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.
 - 2.2.1 To compile and maintain minutes of all meetings.
 - 2.2.2 To compile and issue agendas for meetings in timely fashion.
 - 2.2.3 To take care of all communications to and from the committee.

3. Operation

- 3.1 The full committee will convene at least 4 times per annum. Additional meetings will be held as considered necessary by a simple majority of members.
- 3.2 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.

- 3.3 Day to day operation will be the responsibility of the School.
- 3.4 Sub-groups/committees may be formed by the Management Committee if considered necessary or desirable.

4. **Reporting**

- 4.1 Minutes of committee meetings will be maintained.
- 4.2 A formal annual report, as set out in paragraph 9 of this agreement, will be issued to cover policy, financial and sports development matters.
- 4.3 Other specific reports requested by other committee members when possible.

Executed and delivered when dated as a deed)
by **REAch2 ACADEMY TRUST** acting by a)
director in the presence of)
Director)

.....
Signature of witness

Name

Address

.....

Executed and delivered when dated as a)
deed by the affixing of THE COMMON SEAL)
of **READING BOROUGH COUNCIL** in the)
presence of:-)

.....
Authorised Signatory

Minute	
Originator	
Seal No.	
Checked	