

**Agreement in relation to
arrangements for community use
of sports facilities at River
Academy**

Between the following parties:

(1) Maiden Erlegh Trust

(2) Reading Borough Council

(1) MAIDEN ERLEGH TRUST

(Company Registration Number 07548754 whose registered office is Silverdale Road,
Reading, Berks, RG6 7HS (“**the Academy Trust**”))

(2) READING BOROUGH COUNCIL of Reading Civic Centre, Civic Offices,
Bridge Street, Reading, RG1 2LU (“**the Council**”)

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1. Recitals

- 1.1 Planning Permission was granted by the Council for the Development subject to conditions. Condition number 40 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 school sportshall and external facilities within the Development will be managed.
- 1.2 The parties wish to enter into this Agreement in order to make the school sportshall and external facilities at the Development available (when their use is not required by the School) for use by the local community in compliance with the terms of this Agreement and Condition number 40 of the Planning Permission.
- 1.3 The Academy Trust will occupy the School Premises under a lease made between (1) the Council and (2) the Academy Trust and dated 17 October 2022 is responsible for their use.
- 1.4 The Council has 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 and as the local planning authority in respect of the Development.
- 1.5 Reading Borough Council is the local education authority for the area and the local planning authority.
- 1.6 The Academy Trust via the School manages and operates 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 defined in this agreement by the local community as organised sports clubs and other organisations.
Development	means the outdoor PE areas (MUGA, field) and the sportshall (indoor) 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 212061 granted by Reading Borough Council on 30 July 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 8:00am to 5pm Mondays to Fridays during term time.

School River Academy

School Premises means the land and buildings comprising River Academy

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 drop out 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 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 facilities;
- To work with Festival Republic to enable use of the school facilities over the period of Reading Festival;
- To accord with Policy OU1 of the Reading Borough Local Plan 2019.

4. Arrangements for Community Use

The Academy Trust and the School agrees to make the Sports Facilities detailed in Schedule 1 available for Community Use in accordance with the provisions of Schedule 2 to this Agreement.

5. Targets for Community Use

The Academy Trust and the School shall use reasonable endeavours to achieve community use targets where appropriate in line with appropriate sports development strategies, including making a contribution to Reading Borough Council and local participation targets for sporting and physical activity. The Academy Trust and the School shall work with Reading Borough Council and Sport England 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 Trust and 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.

- 6.1 The Academy Trust and the School will be responsible for the sports facilities and shall:
- (a) resource, control and routinely ensure the maintenance of the sports facilities in a manner that will allow achievement of the agreed aims, and
 - (b) make the sports facilities available on the occasions and times specified in Schedule 2:
 - (c) ensure provision of heat, light and water and such other amenities as required for the sports facilities and their intended use;
 - (d) 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;
 - (e) cover the cost of gas, fuel, electricity, water, rates and taxes that may be attributable to the use of the sports facilities.

7. Financial Matters

- 7.1 The Academy Trust and the School 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:

- contribute to a contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the sports facilities.
- increase the use of the sports facilities by any Priority Groups by staging special promotions or by offering discounted rates of hire where appropriate.

- 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 1 month prior to the date on which the Review Committee produces its annual report the School shall make available to the Review Committee details of all usage, bookings, maintenance and financial matters relating to the Community Use of the sports facilities to assist with the development and improvement of community access.
- 8.2 The Review Committee shall undertake an assessment of the adequacy of the implementation of this Agreement in relation to:
- hours of use of the sports facilities;
 - pricing policy;
 - compliance with targets and aims of this Agreement;
 - marketing;
 - financial performance of the Sports Facilities during the previous year; and
 - maintenance.
- 8.3 The Review Committee shall prepare a report based on the above assessment and prepare recommendations as to how Community Use of the sports facilities can be further developed and improved.
- 8.4 The School shall implement all reasonable recommendations of the Review Committee as soon as reasonably practicable.
- 8.5 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.
- 8.6 The School shall not materially reduce the level of community access to the Sports Facilities required by Condition number 40 of the Planning Permission without the prior written approval of the local planning authority following consultation with Sport England.

9. Duration of Agreement

This Agreement shall operate for as long as the sport facilities detailed in Schedule 1 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.

10. Authority

The Academy 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

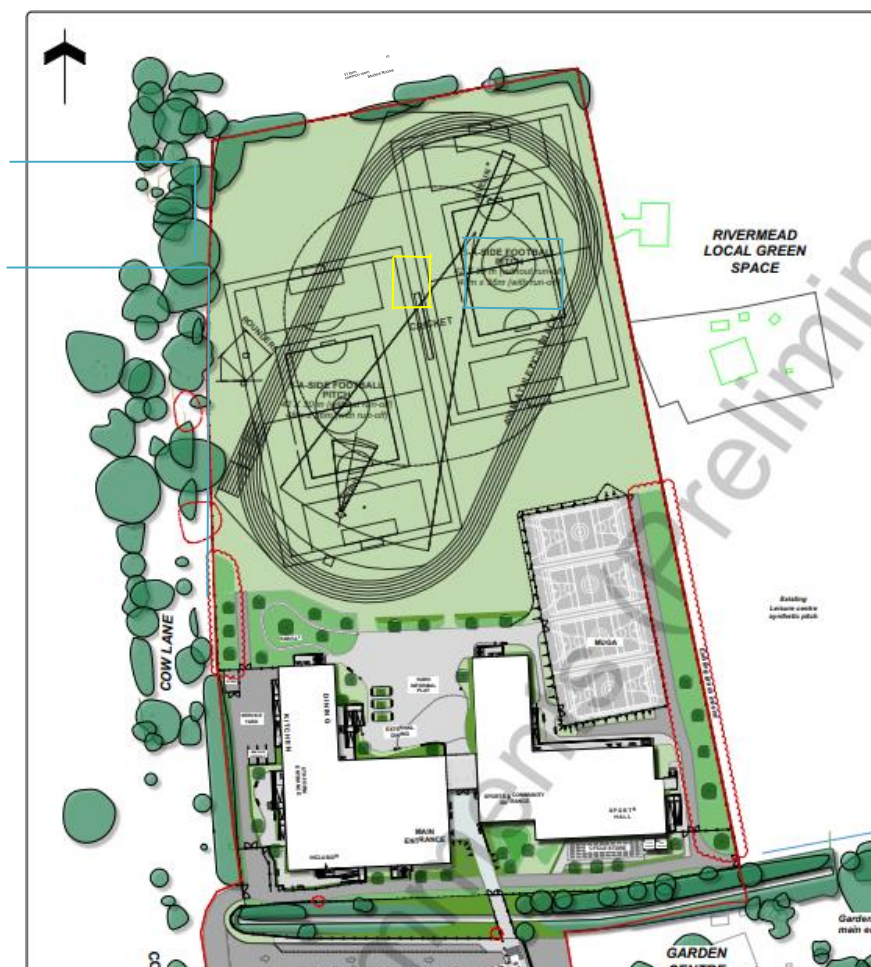
This Agreement is personal to the parties and none of them shall assign sub-contract or otherwise deal with their rights or obligations without the prior written consent of the others.

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:
 - a) The multi-use games area and the school playing field for which Planning Permission has been granted.
2. The indoor sports areas and facilities to be made available for Community Use shall comprise the following:
 - a) The sportshall within the school building for which Planning Permission has been granted. Additional internal areas such as the Activity Studio and the main hall may also be made available, depending on the nature of the intended activity.
 - b) Separate male and female changing and toilet facilities in the main school building adjacent to the sportshall.



Schedule 2

Arrangements for Community Use

1. Users

- 1.1 The Sports and ancillary facilities shall be made available for Community Use at the times shown in clause 2 below except where they are inaccessible for health and safety reasons or unavailable because of refurbishment works, school functions or activities, Christmas, New Year, Easter or planning permission constraints.

2. Hours of Access for Community Use

TERM-TIME

Mon – Fri: 5:00pm-10:00pm

Sat : 8:00am-10:00pm

Sun : 8:00am – 8:00pm

SCHOOL HOLIDAYS

Community Use Mon - Fri: 8:00am – 10:00pm

Sat : 8:00am – 10:00pm

Sun : 8:00am - 8:00pm

All of the above access hours may be modified if the Sports and ancillary facilities are required by the Academy Trust and/or the School.

Pricing

- 2.1 A policy of affordable pricing shall apply to maximise Community Use and in accordance with the aims of this Agreement.

- 2.2 Booking rates will be as follows and will be reviewed annually in line with increases to the minimum wage and with increases to the cost of utilities.

Sports Facilities	Weekday		Weekends	
	Per Hour	Changing Rooms	Per Hour	Changing Rooms
Sports Hall - Per Court	£16	£15 one-off charge	£20	£15 one-off charge
Sports Hall - Full	£55		£65	
MUGA - Per Court	£15		£20	
MUGA - Full	£45		£60	
Football field- Per Court	£15		£20	
Athletics field	£30		£40	
Activity Studio	£25		£35	

Discounted rates will be applied for:

- Registered Charities and local community groups
- Bookings of 4+ hours
- Use of more than one facility per booking
- Clubs and Associations seasonal bookings

3. Booking arrangements

- 3.1 An easy and accessible advance booking arrangement for block bookings shall be established for hire of the Sports Facilities using a standard booking form or an automated lettings system.
- 3.2 Bookings of all facilities at the School are undertaken through the School and this arrangement will be extended to include the sports facilities detailed in Schedule 1.

4. Parking Arrangements (if applicable)

- 4.1 76 car parking spaces shall be available to park for community users.

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 Trust

Signed by

Duly authorised by the Council