

**THE CITY ACADEMY, BRISTOL (1)**

**COMMUNITY USE AGREEMENT FOR  
WHITEHALL PLAYING FIELDS**

**FEBRUARY 2007**

**TITLE OF PROJECT**      The City Academy, Bristol – Whitehall Playing Fields Project (“the Project”)

**COMMUNITY USE AGREEMENT**

**PARTIES:**                    (1)    **The City Academy, Bristol** of Russell Town Avenue, Bristol BS5 9JH (“the Academy”)

   (2)    **Bristol City Council of the Council House,** College Green, Bristol BS1 5SP (“the Authority”)

1.            **RECITALS**

- (1)            The Department of Education and Skills (“DFES”) has agreed to make available financial support (of a capital nature) to the Academy for rebuilding or refurbishing or extending the Facility at the Academy subject to the promotion of its use by certain community organisations
- (2)            Funding has also been provided by the Football Foundation whose “vision” is to make England an active and successful sporting nation and its objectives to achieve this are to ensure that more people start, stay and succeed in sport. In support of this it wishes to promote school club links and community use of school sports facilities.
- (3)            The Academy wish to enter into this Agreement in order to make the Facility available (when their use is not required by the Academy) for use by the Local Community, promoting participation in sport and encouraging provision of sports facilities
- (4)            The Authority has a responsibility for the provision of sports facilities in the local area for use by and for the benefit of the community and is desirous of entering into this Agreement in furtherance of that responsibility.

## 2. DEFINITIONS AND INTERPRETATION

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

|                                     |   |
|-------------------------------------|---|
| <b>Academy</b>                      | <b>The City Academy, Bristol</b> of Russell Town Avenue, Bristol, BS5 9JH, including the staff, legal successors in title, servants, agents and contractors.  |
| <b>Casual Use</b>                   | Availability for any individual(s) or group to book the Facility at relatively short notice for use on a pay-as-you-play basis or for informal use in non organised settings on a non- paying basis.  |
| <b>Community Use Period</b>         | As defined in Schedule 4 of this Agreement  |
| <b>Facility</b>                     | The sports facilities specified in Schedule 1   |
| <b>Local Community</b>              | Residents of the area surrounding the Site and users of the Site for leisure activities and the Facility on an informal basis   |
| <b>Low Income</b>                   | In receipt of Unemployment Benefit or Income Support  |
| <b>Marginal Costs</b>               | Staff costs and administration, heating, lighting, cleaning and routine maintenance, publicity, insurance premiums, non-capital equipment   |
| <b>People with Disabilities</b>     | All Registered Disabled people  |
| <b>Sports Development Programme</b> | 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 |
| <b>Priority Groups</b>              | Those categories of persons identified in Clauses 4.2.1 to 4.2.7  |

**Site** Means all that piece or parcel of land with buildings thereon more particularly described in part 2 of Schedule 1 and shown edged blue on the Plan

**The Plan** Means the plan annexed hereto

### 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 for the pupils of the Academy 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. Both formal and informal use of the Facility is recognised as providing such opportunities.

### 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 Academy holidays between 7.30 am and dusk (or 9.30 pm whichever is earlier)
- 4.2 To give priority use of the Facility to Sports Development programmes during the Community Use Period. These programmes may include (i) opportunities for beginners, for people wishing to improve their sporting skills via programmes of coaching and competition and training for players coaches and officials (ii) specific activities aimed at attracting new participants to a range of sports from the following priority groups:
  - 4.2.1 16 and under
  - 4.2.2 45 and over
  - 4.2.3 girls and women

- 4.2.4 Lower socio economic groups
- 4.2.5 Black and Ethnic Minorities
- 4.2.6 People with Disabilities
- 4.2.7 Other specified target groups agreed between the parties to this Agreement

and (iii) always a balanced programme of use which satisfies school curriculum and extra-curricular sports needs and further provides for a wide range of community sports (where feasible) including provision for:

- 4.2.8 Sports Development Initiatives
- 4.2.9 Casual Use
- 4.2.10 Organised club sessions
- 4.2.11 Coaching courses
- 4.2.12 Adult education courses

## 5. **USE OF THE SITE**

The parties acknowledges that the Site is used by members of the Local Community as a green space and consents to the use of the Site at all times for this purpose. The Site will be free for use by members of the Local Community for a range of leisure activities within the times that the Site is open for use (see Schedule 4 Community Use Period) where these leisure activities do not contradict the purpose of the Facility as a sports facility.

## 6. **MARKETING AND PROMOTION**

The Academy will be responsible for and will meet the cost of marketing and promoting the Facility in accordance with the agreed aim(s) objectives and targets and the Academy undertakes to procure the co-operation of its staff in furtherance of such obligation. All marketing and promotion will be implemented by the Academy.

## 7. **MANAGEMENT**

The Academy agrees and undertakes to:

- 7.1 be responsible for the Facility and will resource manage and routinely maintain it in a manner that will allow achievement of the agreed targets. This will include securing the appointment of an officer (The "Sports Facilities Development Manager") employed by the Academy who shall have responsibility for managing the Facility and have

an adequate programme budget at his/her disposal for publicity and hiring of grounds staff

- 7.2 make available the Facility on the occasions and times herein specified in Schedule 3 for community use
- 7.3 provide heat light water and such other amenities as required for the Facility and its intended use
- 7.4 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
- 7.5 insure and keep insured the Facility against all usual commercial risks including public liability in its full reinstatement value
- 7.6 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
- 7.7 establish a practical policy framework for managing and operating the Facility during periods allocated for community use and for use by the Academy. Within the financial constraints imposed by Part 2 Chapter V1 of the Education Act 1996 as amended (and the Academy's Instrument of Government this framework should seek to enable:
  - 7.7.1 A policy of affordable pricing in line with similar local authority run facilities in Bristol which clearly demonstrates the capability of achieving the targets for community use defined above;
  - 7.7.2 The promotion and forward planning of developmental activities at times which best suit the Priority Groups;
  - 7.7.3 Equal opportunities of access for the principal use groups;
  - 7.7.4 Flexibility to extend access beyond the defined Community Use Period provided that this does not adversely affect the Academy curriculum requirements and conversely to relinquish control

temporarily on reasonable request and notice given by the Academy;

- 7.7.5 An easy, accessible and promoted set of booking arrangements for Casual Use including information on availability;
- 7.7.6 Provision of crèche facilities when appropriate and feasible to allow greater parent participation;
- 7.7.7 Regular review of the programme and in particular organised club bookings during the first three years of operation of the Facility under this Agreement;
- 7.7.8 Implement the approved Sports Development Programme as defined in the Football Foundation bid.

## 8. **FINANCE**

- 8.1 The Academy shall be free to enter into agreements for making available 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 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:
  - 8.2.2 to improve and increase the stock of sports equipment for use in connection with the Facility

## 9. **MONITORING AND EVALUATION**

- 9.1 The Academy will on request supply such information regarding the Facility as the Football Foundation and the Authority may request

10. **REVIEW**

The aims and objectives set out in Clauses 3 and 4 of this Agreement shall be reviewed on a regular basis by the parties. Prior written approval of all the parties to this Agreement will be required before any revisions are made or implemented.

The Academy shall hold an annual meeting for formal and informal Site and Facility users to discuss concerns, review usage, report against the provisions of this Agreement and to propose any amendments to the provisions of this Agreement. The Academy will widely publicise these annual meetings to members of the Local Community and other stakeholders including publicising the meeting agenda and terms of reference. The details of this meeting shall be publicised by the Academy on its website and through other appropriate media for a minimum of 14 days prior to the meeting date.

11. **DURATION OF AGREEMENT**

This Agreement will remain in force for a period of the lease from the date hereof subject to the annual review described in 11.

12. **AUTHORITY**

12.1 The Academy warrants that it has the full right and authority to enter into this Agreement

12.2 The execution and terms of this Agreement have been approved by the necessary meetings of the Academy's Governing Body.

13. **NO VARIATIONS**

This Agreement may only be varied in writing by a document executed by all the parties hereto

14. **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



15. **SEVERABILITY**

If any terms 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

16. **WAIVER**

No terms 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

17. **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

18. **NOTICES**

19.1 No notice or other communication from one party to another shall have any validity under unless made in writing by or on behalf of the party concerned.

19.2 Any notice or other communication is which is given by any of the parties shall be given by letter, by facsimile transmission or electronic mail (confirmed in either case by letter). Provided that the relevant communication is not returned undelivered the notice or communication shall be deemed to have been given two working days after the day on which the letter was posted.

19.3 For the purpose of clause 19.2 the address of the Academy shall be:

The City Academy, Bristol  
Russell Town Avenue  
Bristol BS5 9JH

For the attention of: The Sports Facilities Development Manager

Tel: 0117 9413800

Fax: 0117 9542857

E-mail: [haskinsg@cityacademy.bristol.sch.uk](mailto:haskinsg@cityacademy.bristol.sch.uk)

**20. 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 Site**

All that piece or parcel of Land situated at the Whitehall Playing Fields between the former Bristol-Bath railway line (now the cycle line) to the north/west, Gordon Road to the east, Johnson's Lane to the south, and the Whitehall Primary School to the west shown for the purpose of identification edged blue on the attached Plan.

## **The Facility**

The area of sports pitches and ancillary facilities (the "Sports Facilities") comprised in the Site and shown in red on the attached plan.

## **Schedule 2**

### **Planning Obligations**

The Academy covenants with the Council as follows:

1. To promote and encourage sport development programmes during community use period. Such programmes may include:

1.1 Opportunities for beginners, for people wishing to improve their sporting skills, people wishing to improve their health through leisure pursuits and training for players, coaches and officials. Both the formal and informal use of facilities is recognised as providing such opportunities.

1.2 Specific activities aimed at attracting new participants to a range of sports and leisure activities from all ages. The Academy is particularly mindful of the need to increase participation from the following priority groups:

Black and ethnic minorities  
People with disabilities  
Lower socio economic groups  
Young people under the age of 16 and senior citizens  
Other specified groups agreed between the Academy and the council

The aim will be to promote a balanced range of activities which satisfies the Academy's sports development aims whilst allowing the community to engage in a wide range of sporting and leisure pursuits. The Academy recognises the value of the playing fields as a green space for local members of the community and is supportive of community activities that do not contradict the use of the space as a sports facility.

1.3 The Academy will be able to enter into agreements for making the facilities available to other persons or bodies on such terms as they see fit. The use of formal pitches will be at such costs as the Academy may in their discretion determine, such rates not to be unreasonably determined as to deter usage but having regard to the rates published

by the Council annually every April in respect of the football season and every January in respect of the cricket season.

- 1.4 Informal spaces will be free to use at the discretion of the Academy for a range of leisure activities within the times that the grounds will be open for use. The use of these facilities will not unreasonably be prevented (see provisions below in section 3).
- 1.5 The use of the facilities shall be managed by the sports facilities development manager based at the Academy and by the ground staff based at the site. It is expected that the sports facilities development manager will be responsible for giving permission for those users wishing to use the formal sports facilities. Other informal users will be allowed to use the field for leisure pursuits at the discretion of the grounds staff providing that such activities do not interfere with formal sports activities and do not pose a health and safety risk.
- 1.6 The Academy shall ensure that the playing fields will be kept in a clean, safe and tidy condition consistent with its use, provided that the Academy will not accept liability or responsibility for the unauthorised or informal use of the facilities by sports groups, members of the community or other organisations other than the 'Academy'. Members of the community using facilities on an informal basis do so at their own risk and the Academy will accept no liability for such use by individuals without adequate provision for supervision or insurance cover.
- 1.7 Dog walking on the site is not permitted under the terms of this agreement on the grounds of health and safety.
- 1.8 The Academy shall undertake to hold an annual meeting for formal and informal site users to discuss concerns, any amendments to these obligations and to respond to any issues raised by the community.

## **Schedule 3**

### **Community Use Period**

The Academy will endeavour to make facilities available for use by the community at the times outlined below, or at other such times specified by the Academy acting reasonably. This is providing that if during any of the following times the sports facilities are required for use by the Academy in connection with curriculum sports and activities or events (such use to be required by the Academy acting reasonably and in accordance with the aims of this undertaking), such use shall take priority over either other formal or informal use of facilities.

During school use of facilities or during periods where pitches are hired for formal sporting activity, the Academy retains the right to require informal users to leave the site if it is felt that their continued presence interferes with the formal sporting activity or poses a health and safety risk. Such decisions will be at the discretion of the grounds staff or staff employed by the Academy and will always been formally reported to the Principal or his nominee.

It is generally expected that the informal site users will not interfere with formal sporting activities taking place on pitches, but that this will not prevent informal activities taking place on other parts of the field.

Formal use of the pitches will be chargeable at the published rates reviewed annually and will be in line with Bristol City Council charges. Normal hire conditions will apply and will be managed by the Sports Facilities Development Manager.

It is expected that general recreational games (informal use) will not take place on the pitch areas and that such users may be requested to move to other areas of the field at the request of ground staff.

The community use period (times when there will be access to the field for informal use) will be as follows:

Daily from 7.30 am until 9.30 pm (or dusk if earlier) within the provisions outlined above.

Access gates will be locked overnight for the security of the site. During the day there will be access points from Johnson's Lane and the cycle track. An access

gate to the allotment area is being provided but will remain locked with only allotment key holders having access through this route.

The changing room will be available at the times specified above and no activity shall take place outside of these hours. There will be a hire charge for the use of changing facilities by members of the community as published on annual rates of hire. This will be managed by the Sports Facilities Development Manager.

The community use period will be subject to annual review following consultation at the annual formal and informal site users meeting.