

THE CITY ACADEMY, BRISTOL (1)

BRISTOL CITY COUNCIL (2)

ENGLISH SPORTS COUNCIL (3)

DRAFT FORM OF

COMMUNITY USE AGREEMENT

TITLE OF PROJECT The Academy Sport/Community Sports Development Project (“the Project”)

COMMUNITY USE AGREEMENT

DATE 2006

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”)
- (3) **ENGLISH SPORTS COUNCIL** of Third Floor Victoria House Bloomsbury Square London WC1B 4SE (“Sport England”)

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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) Sport England’s “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 in recognition of Sport England’s aim in promoting participation in sport and encouraging provision of sports facilities
- (4) The Authority has primary responsibility for the provision of sports facilities in the Bristol 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:

Academy	The City Academy, Bristol of Russell Town Avenue, Bristol, BS5 9JH, including its staff, legal successors in title, servants, agents and contractors
Casual Use	Availability for any individual(s) or group to book the Facility at relatively short notice for use on a pay-as-you-play basis
Community Use Period	As defined in Schedule 4 of this Agreement
Facility	The sports facilities specified in Schedule 1
Local Community	Residents of the area surrounding the Site and users of the Site for leisure activities and the Facility on an informal basis.
Low Income	In receipt of Unemployment Benefit or Income Support
Marginal Costs	Staff costs and administration, heating, lighting, cleaning and routine maintenance, publicity, insurance premiums, non-capital equipment
People with Disabilities	All Registered Disabled people
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
Priority Groups	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 opportunities 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 7.30am and 9.30pm each day
- 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. **TARGETS FOR COMMUNITY USE**

The Academy undertakes with the Authority and Sport England to use its best endeavours to achieve the targets for the Project as set out in Schedule 2

7. **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

8. MANAGEMENT

The Academy agrees and undertakes with the Authority and Sport England it shall:-

- 8.1 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
- 8.2 make available the Facility on the occasions and times herein specified in Schedule 4 for community use
- 8.3 provide heat light water and such other amenities as required for the Facility and its intended use
- 8.4 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
- 8.5 insure and keep insured the Facility against all usual commercial risks including public liability in its full reinstatement value
- 8.6 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
- 8.7 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 VI of the Education Act 1996 as amended [and the Academy's Instrument of Government this framework should seek to enable:
 - 8.7.1 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;
 - 8.7.2 The promotion and forward planning of developmental activities at times which best suit the Priority Groups;

- 8.7.3 Equal opportunities of access for the principal use groups;
 - 8.7.4 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
 - 8.7.5 An easy, accessible and promoted set of booking arrangements for Casual Use including information on availability;
 - 8.7.6 Provision of crèche facilities when appropriate and feasible to allow greater parent participation;
 - 8.7.7 Regular review of the programme and in particular organised club bookings during the first three years of operations of the Facility under this Agreement
- 8.8 No later than [date] in every year during the currency of this Agreement a one year Sports Development Programme will be submitted to the Authority and Sport England for its approval. This should be prepared in conjunction with the Academy and placed in the context of programming arrangements for all uses of the Facility
- 8.8.1 Implement the approved Sports Development Programme

9. **FINANCE**

- 9.1 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
- 9.2 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:
 - 9.2.1 to increase the use of the Facility by the Priority Groups by staging special promotions or by offering discounted rates of hire;
 - 9.2.2 to improve and increase the stock of sports equipment for use in

connection with the Facility

10. **MONITORING AND EVALUATION**

10.1 The Academy will on or before [date] in every year during the currency of this Agreement prepare an annual report in the form set out in Schedule 3 or such other form as may be agreed by Sport England and submit it electronically for consideration by Sport England and the Authority. This report will form the basis for assessment and review of the Sports Development Programme at the Facility

10.2 Sport England and the Authority may occasionally undertake additional monitoring and evaluation of the Project and the Academy will co-operate fully and in a timely manner in any such studies

10.3 The Academy will on request supply such information regarding the Facility as Sport England and the Authority may request

11. **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.

12. **DURATION OF AGREEMENT**

This Agreement will remain in force for a period of the lease from the date hereof

13. **AUTHORITY**

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

13.2 The execution and terms of this Agreement have been approved by the

necessary meetings of the Academy and certified copies of the Minutes of such meetings will be supplied to Sport England if requested upon the execution of this Agreement

14. NO VARIATIONS

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

15. 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

16. 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

17. 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

18. REMEDIES

The parties agree that the money damages would not be a sufficient remedy if a party is in breach of this Agreement and the non-defaulting party will be entitled to seek any legal remedy or relief to prevent any breach by the defaulting party, including without limitation specific performance. This right shall be in addition to the non-defaulting party's other rights and remedies in law or in equity

19. 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

20. NOTICES

20.1 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.

20.2 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.

20.3 For the purpose of clause 20.2 the address of each party shall be:

20.3.1 For the Academy:

ADDRESS

For the attention of: The Sports Facilities Development Manager

Tel:

Fax:

E-mail:

20.3.2 For the Authority

[Details as per 20.3.1]

20.3.3 For Sports England

[Details as per 20.3.1]

20.4 The parties may change the details in clause 20.3 by serving a notice in accordance with this clause.

21. **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

IN WITNESS whereof the parties have executed this Agreement the day and year first above written

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 lane) to the north/west, Gordon Road to the east, Johnsons Lane to the south, and the Whitehall Primary Academy 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 edged in red on the attached plan.

SCHEDULE 2

The Targets

1. A minimum of *[number]* hours per week of actual community use throughout the year (with higher levels of use during Academy holidays) within which a minimum number of hours per week should be designated for each of the following:
 - 1.1 A minimum of *[number]* hours per week for Sports Development Initiatives aimed at the Priority Groups
2. Promotion and establishment of a structured programme of Sports Development Initiatives aimed at and sensitive to the needs of each Priority Group. The programme should aim to include at least *[number]* activity session(s) for each Priority Group per week throughout the year. A varied range of sports activities should be included within the programme
3. Promotion and establishment of an annual *[sport]* development programme which includes, but need not be limited to;
 - 3.1 *[sport variant*]* sessions;
 - 3.2 coaching and skill training of players at club level and county level;
 - 3.3 a tournament or league;
 - 3.4 a *[sport*]* leaders course;
 - 3.5 a preliminary coaching course;
 - 3.6 an officials course
4. 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
5. *[Insert any further targets]*

SCHEDULE 3

Form of Monitoring Report

Project Title	Numbers at project start	Participants Year 1		Participants Year 2		Participants Year 3		Participants Year 4	
		Target	Actual	Target	Actual	Target	Actual	Target	Actual
All									
All Male									
All Female									
Male 16 and under									
Female 16 and under									
Male 45 +									
Female 45 +									
People with disabilities									
Black and Ethnic Minorities									
Lower socio economic Male									
Lower socio economic Female									
Community Core Periods	Hours at start	Target	Actual	Target	Actual	Target	Actual	Target	Actual
Weekdays									
Weekends									
Sports Development	No. sessions	Target	Actual	Target	Actual	Target	Actual	Target	Actual
List sports									
Comments on good practice									

SCHEDULE 4

COMMUNITY USE PERIOD

The Academy shall make the Site and Facilities available for use by member of the Local Community at the following times provided that if during any of the following times the Facilities are required for use by the Academy in connection with curriculum sports and activities or events such use shall take priority over either Casual Use or other informal usage of the Site and Facilities.

During Academy or other agreed use under this Agreement of the Facilities the Academy may require informal users to leave the Site where their continued presence demonstrably interferes with the concurrent use of the Facilities. The Academy shall maintain a record of such requests and formally investigate challenges (submitted in writing to the Sports Facilities Development Manager) to such requests where such requests are considered unreasonable. The Academy shall, in writing, respond to any such challenges within a reasonable time period.

The Community Use Period (times where there will be open access to the Site) will be as follows:
Daily from 07:30 to 21:30 or dusk
Access gates will be locked overnight for the security if the Site. During the Community Use Period access to the Site shall be from Johnsons Lane and the cycle track.
The changing room facilities will be available during the times specified above and no activity shall take place outside of these hours.

EXECUTED as a **DEED** by)
[THE ACADEMY])
acting by:)