



Chancellor's School

COMMUNITY USE AGREEMENT

24th March 2021

The Danes Educational Trust (1)

And

Chancellor's School (2)

And

Welwyn Hatfield Borough Council (3)

And

Hertfordshire Sports Partnership (4)

**relating to arrangements for the community use of Sports Facilities
at Chancellor's School in connection with Planning Permission**

6/2019/0085/MAJ

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THIS COMMUNITY USE AGREEMENT is made the 24th day of March **2021**

- (1) **DANES EDUCATIONAL TRUST** OF ST CLEMENT DANES SCHOOL, CHENIES ROAD, CHORLEYWOOD, HERTFORDSHIRE, WD3 6EW (**"THE TRUST"**) AND
- (2) **CHANCELLOR'S SCHOOL** OF PINE GROVE, BROOKMANS PARK, HERTFORDSHIRE, AL9 7BN (**"THE SCHOOL"**)
- (3) **WELWYN HATFIELD BOROUGH COUNCIL** OF THE CAMPUS, WELWYN GARDEN CITY AL8 6AE (**"THE COUNCIL"**)
- (4) **THE HERTFORDSHIRE SPORTS PARTNERSHIP**, DE HAVILLAND CAMPUS, UNIVERSITY OF HERTFORDSHIRE, MOSQUITO WAY, HATFIELD AL10 9EU

1. RECITALS

- 1.1 Planning Permission was granted by the Council for the Development subject to conditions. Condition 9 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 Sports Facilities within the Development and/or the wider school site will be managed.
- 1.2 The parties wish to enter into this Agreement in order to make the indoor and outdoor Sports Facilities at the Development and/or the wider school site, 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 9.
- 1.3 The Danes Educational Trust is the Freeholder owner of the School Premises and is responsible for their use.
- 1.4 The Council has responsibility for the provision of sports facilities in the Welwyn Hatfield 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 The Danes Educational Trust is the Freehold owner and Chancellor's School is the applicant for Planning Permission.
- 1.6 The Danes Educational Trust is the Freeholder owner of Chancellor's School premises and agrees to provision of community access to the Sports Facilities.

- 1.7 Chancellor’s School will manage the facility.
- 1.8 The Hertfordshire Sports Partnership supports and promotes community participation in sports in the local area.

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. There is a minimum requirement for clubs and organisations to have public liability insurance.

Development means Chancellor’s School new sports hall and facilities 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

Management Committee means the management committee as defined in clause [6.1] of this Agreement

Parties means the parties to this Agreement

Planning Permission means planning permission (reference 6/2019/0085/MAJ) granted by the Council on 29th November 2019

Priority Groups means those groups identified by the Parties as being under represented for the particular activity engaged in

School Core Times means 8.00am to 6.00pm Mondays to Fridays during term time as defined in Schedule 2 to this Agreement

School Premises

means the land and buildings comprising Chancellor's School

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 and to be self financing in terms of community use.

4. ARRANGEMENTS FOR COMMUNITY USE

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

5. TARGETS FOR COMMUNITY USE

The School shall use reasonable endeavours to support the local authority to achieve community use targets (where appropriate) in line with appropriate sports development strategies, including making a contribution to local participation targets set for the local authority for sporting and physical activity. The School shall work with relevant partners including; Welwyn Hatfield Borough Council, Hertfordshire Sports Partnership and Sport National Governing Bodies to support 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 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.

7. MANAGEMENT

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

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

- (a) The Trust
- (b) The School's Senior Leadership Team
- (c) The School's PE Faculty
- (d) The Council
- (e) Hertfordshire Sports Partnership
- (f) Sport National Governing Bodies where appropriate

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 Sports Facilities during agreed periods of Community Use. This framework should seek to enable:

- (a) a policy of affordable pricing to assist in the achievement of the aims of this Agreement. The policy will ensure that prices shall be comparable with similar school run facilities in the area, and ensure that the cost to the school of making the facilities available is covered
- (b) the promotion and forward planning of development activities, at times which best suit the target groups and in accordance with the provisions of Schedule 2 to this Agreement.
- (c) equal opportunities of access;

- (d) an easy and accessible booking arrangement for Casual Use and block booking, this system to be reviewed on an annual basis;
- (e) an appropriate marketing strategy for the marketing of the Sports Facilities for Community Use.

7.4 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, oil, electricity, water, rates and taxes that may be attributable to the use of the Sports Facilities.

8. FINANCIAL MATTERS

8.1 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:

- 8.1.1 contribute to a contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facilities;
- 8.1.2 increase the use of the Sports Facilities by any Priority Groups by staging special promotions or by offering discounted rates of hire;
- 8.1.3 Maintain performance equipment for use in connection with the Indoor Performance Spaces

9. MONITORING AND REVIEW

9.1 One month prior to the date on which the Management Committee produces its annual report the School shall make available to the Management 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.

9.2 The Management 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.

9.3 The Management 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.

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 Sports Facilities required by Condition 9 of the Planning Permission without the prior written approval of the local planning authority following consultation with Sport England.

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. DISPUTE RESOLUTION

11.1 If the Parties are in dispute then this clause will apply and the following process will apply.

- 11.2 Both Parties will seek to agree a way forward without any further intervention
- 11.3 If no agreement is reached, then both Parties agree to jointly appoint a third party to undertake the following actions:
- Undertake mediation and facilitation to seek to reach agreement between the parties on the way forward
 - Undertake mediation and facilitation with Sport England to seek to reach agreement between the parties on the way forward
 - If no agreement is reached then the third party will decide on the most appropriate way forward to deliver the objectives and terms of this Agreement
 - Both Parties agree to be bound by the third party decision
- 11.4 If the Parties cannot agree on which third party to appoint then an independent third party will be appointed by the Local Government Association or any subsequent body.
- 11.5 Parties involved with the dispute will share the costs for the third party equally unless otherwise agreed in writing between the parties.

12. AUTHORITY

The Trust warrants that it has the full right and authority to enter into this Agreement.

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 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.

16. 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.

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. 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.

19. SCHEDULE 1

1. The outdoor sports areas and facilities to be made available for Community Use shall comprise the following (as shown edged red on the attached plan – see Appendix 1)

- Multi-use games area
- Playing fields

2. The indoor sports areas and facilities (together with any ancillary facilities (toilets, changing rooms etc) to be made available for Community Use shall comprise the following (as shown edged red on the attached plan – see Appendix 2)

- Sports hall and supporting ancillary facilities
- School Hall
- New Gym
- Old Gym
- Library
- Classrooms
- Drama Studio (H Block Rooms)

Both together with any ancillary facilities (toilets, changing rooms etc] and the use of the School staff car park, outside of core school hours.

20. SCHEDULE 2

Arrangements for Community Use

1. Users

1.1 The Sports Facilities shall be made available for Community Use.

2. Hours of Access**TERM-TIME**

Community Use

| | |
|------------------|-------------|
| Monday to Friday | 18:00-22:00 |
| Saturday | 09:00-16:00 |
| Sunday | 10:00-16:00 |

SCHOOL HOLIDAYS

Community Use

| | |
|------------------|-------------|
| Monday to Friday | 09:00-22:00 |
| Saturday | 09:00-16:00 |
| Sunday | 10:00-16:00 |

Subject to the School providing appropriate justification to the management committee, the School may restrict the use of grassed sports areas to protect them to fit in with the school requirements.

The multi use games area and the grass playing pitches will only be available within daylight hours during the hours of use set out above.

3. Pricing

3.1 A policy of affordable pricing shall apply to maximise Community Use and in accordance with the aims of this Agreement. Prices shall be comparable with similar school run facilities in Welwyn Hatfield Borough.

| | Hourly rate |
|---|--|
| Sports Hall (including supporting ancillary facilities) | £50 – Full £30 - half |
| Multi-use games area | £15 per court (4 available) £60 – full hire |

| | |
|------------------------------|---------------|
| | |
| Playing fields | £25 per pitch |
| School Hall | £45 |
| New Gym | £30 |
| Old Gym | £30 |
| Library | £25 |
| Classrooms | £25 |
| Drama Studio (H Block Rooms) | £35 |

For regular hirers or charities, a discount may be applied to the listed prices; this is at the discretion of the school.

4. Booking arrangements

- 4.1 An easy and accessible advance booking arrangement shall be established for hire of the Sports Facilities and Indoor Performance Spaces using an online booking system.
- 4.2 The agreed booking arrangements shall operate as follows:
- All bookings of facilities must be made via the School Hire on line platform <https://schoolhire.co.uk/>
 - All bookings must be made 48 hours in advance to enable the school the opportunity to check the calendar and agree the booking.
 - All bookings must be paid in advance at the time of booking via an online debit/credit card payment. For long term bookings hirers will be charged monthly in advance

5. Parking Arrangements

- 5.1 Car parking spaces shall be available for community users in the staff car park outside of core school hours.

21. Schedule 3

Management Committee

Terms of Reference and Constitution

1. Purpose

- (a) 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.
- (b) To decide on policy issues e.g. pricing, the framework of sports programmes and staffing.
- (c) To ensure effective partnership working between the organisations involved in school community use.
- (d) To determine strategies for future developments at the School and timetables for their implementation.

2. Officers

The Chair shall have the following roles:

- To direct and control the meetings of the committee.
- To cast a further vote if necessary to resolve any tied decision(s).
- To represent the committee at other meetings and functions as necessary.

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. The role of Secretary will be to:

- Compile and maintain minutes of all meetings.
- Compile and issue agendas for meetings in timely fashion.
- Take care of all communications to and from the committee.

3. Operation

- (a) The full committee will convene at least 3 times per annum. Additional meetings will be held as considered necessary by a simple majority of members.

- (b) 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.
- (c) Day to day operation will be the responsibility of the School.
- (d) Sub-groups/committees may be formed by the Management Committee if considered necessary or desirable.

4. Reporting

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

IN WITNESS whereof the hands of the parties or their duly authorised representatives the day and year first above written.

| | |
|-------------------------------|--|
| Signed by: | <small>DocuSigned by:</small> <i>David Croston</i> <small>B5DB9B6D039D464...</small> |
| Name and role: | David Croston, Headteacher |
| Date: | 24.03.2021 |
| Duly authorised by the School | |

| | |
|--|---|
| Signed by: | <small>DocuSigned by:</small> <i>Dominic Richards</i> <small>FAF6DD95BAEA461...</small> |
| Name and role: | Dominic Richards, Director of Resources |
| Date: | 25.03.20201 |
| Duly authorised by The Danes Educational Trust | |

| | |
|--------------------------------|--|
| Signed by: | <small>DocuSigned by:</small> <i>Matt Rayner</i> <small>62EF882D2A8140C...</small> |
| Name and role: | Matt Rayner, Community Partnerships Manager |
| Date: | 26.03.2021 |
| Duly authorised by the Council | |

| | |
|---|--|
| Signed by: | <small>DocuSigned by:</small> <i>Charlie Mann</i> <small>6627759920C498...</small> |
| Name and role: | Charlie Mann, Senior Project Officer |
| Date: | 26.03.2021 |
| Duly authorised by The Hertfordshire Sports Partnership | |

22. Appendix 1



23. Appendix 2

