

02 January 2024

**COMMUNITY USE AGREEMENT
For the use of**

3G Artificial Pitch

‘Channel’ Sports Hall

Main School Sports Hall

Bike Trail**

Skateboard Circuit**

At

**FOLKESTONE ACADEMY
ACADEMY LANE. FOLKESTONE CT19 5FP**

**** Proposed additions to the current Agreement**

**Agreement between Folkestone & Hythe District Council
The Governing Body of Turner Schools**

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(2) **The Governing Body of Turner Schools of Academy Lane, Folkestone, Kent CT19 5FP**

1. Recital

- 1.1** Planning permission is sought for the development of a bike trail and skateboard park subject to any obligation or conditions that may be subject to such application. A similar user agreement already exists for the use of the all-weather (3G) pitch and 'Channel Sports Centre and the parties wish to extend this.
- 1.2** The parties wish to enter into this agreement in order to make the sports facilities at the development available (when their use is not required by the school) for the use by the local community in compliance with the terms of this agreement and condition.
- 1.3** The school is the owner of the school premises and is responsible for their use.
- 1.4** The school is registered with freehold title absolute.
- 1.5** The council has responsibility for the provision of sports facilities in the local area for use by and for the benefit of the school and the community and is desirous of entering into this agreement in furtherance of that responsibility and as the local education authority and local planning authority of the development.

2. Definitions and Interpretations

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 and for casual use.
Casual Use	means availability for any individual(s) or groups to book the sports facilities in advance for use on a pay-by-pay bases where space is available.
Development	means the development for which planning permission is sought
Land	means the land shown on the plans submitted
Parties	means the parties to this agreement
Planning permission	means the permission sought for this development
Review Group	means representatives of each of the parties of this agreement or their nominees identified on schedule 3 of this agreement
Forming part of this agreement	

School Core Times means 0800-1700 Monday to Friday during Term Times as defined in Schedule 2 to this agreement

Sports Facilities means the sports facilities identified in schedule 1 of this agreement.

3. Aims

The council and school agree to pursue the following aims:

Providing opportunities for the school, local community and sports organisations to participate in sports 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 in reducing the drop-out rate in sports participation with age.

Increase the number of people of all ages and abilities participating in sport and physical activity including people with disabilities.

Use 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.

Provide affordable access to facilities and to be self financing in terms of community use.

4. Arrangements for community use

The schools agrees to make the proposed bike trail and skateboard bowl available for school and community use in accordance with the provisions of schedule 2 to this agreement. The 3G all weather pitch, Channel Sports Halls, Main Academy Sports Hall and other spaces are already subject to an existing agreement.

5. Targets for Community Use

The school shall use reasonable endeavours to engage in appropriate development strategies, including making a contribution to local participation targets for sporting and physical activity. The school shall work with the council, sports partnerships and other partners to provide a range of opportunities and pathways for sport and physical activity.

6. Marketing and Promotion

The school will be responsible for marketing and promotion.

7. Management

The school agrees and undertakes that it shall:

Be responsible for the sports facilities and will manage and routinely maintain the facilities in a manner that will allow achievement of the aims and objectives of this agreement.

Make available the facilities on the occasions and times herein specified.

Insure and keep insured the facilities against all commercial risk including public liability and all usual commercial risks.

Establish a practical and economic policy framework for managing and operating the facilities during the periods allocated for community use and for use by the school.

Ensure that the facilities comply with all legislation and guidance in force at the time of this agreement relating to access for disabled users.

The trust is a charitable trust which is bound by its articles of association and the requirements of the Academies Trust Handbook. As such the trust is not permitted to make a profit.

The trust is required to set fees for its chargeable services at full cost but can apply an additional rate of return when in a commercial environment.

The trust endeavours to ensure that the costs of operating community use 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 fixed life elements of the facilities.

Pricing will be determined by the trust taking into account operational and capital costs, local and regional benchmarking and inflation.

Prices will be set out in the lettings policy and reviewed annually.

8. Duration of Agreement

This agreement shall operate for so long as the facilities are provided in accordance with the planning permission. In the event that the school or the trust should cease to exist the parties agree to make every effort to secure the continued operation of the sports facilities for community use.

9. Authority

The school warrants that it has the full right and authority to enter into this agreement.

10. No Variations

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

11. 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.

12. Severability

In any terms condition or provision contained in this agreement shall be held to be invalid, unlawful or unenforceable to the extent such term condition or provision shall (save where it goes to the root of this agreement) not affect the validity, legality or enforceability or the remaining parts of this agreement.

13. 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.

14. 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 but no consent shall be required to assign the rights and obligations of the Trust to another multi academy trust which the trust may merge with or be taken over by with the consent of the Secretary of State for Education or similar authority.

15. 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 outdoor sports areas and facilities to be made available for community use shall be:

Full size all weather 3G football pitch with full sports lighting
Full size grass pitch (Adult 11 and 9V9 7V7)
Multi Use Games Area (MUGA)

2. The indoor sports and areas facilities to be made available for community use shall be:

Channel Sports Hall:

Vinyl flooring Sports Hall
Wooden Sprung floor Gym
Ancillary toilet and changing facilities

Main Academy Building:

4-court sports hall (netball football badminton volleyball tennis)
Ancillary toilet and changing facilities
Dance Studio
Performing Arts Studio
Performance Theatre with seating, stage and lighting
Classrooms and other teaching spaces

Schedule 2

Arrangements for community use:

1. **Users**

- 1.1 The sports and ancillary facilities shall be made available for community use

2. **Hours of Access for Community Use**

The facilities noted herein shall be made available:

1700-2130 Mondays to Fridays inclusive during Term Time
0800-2130 Mondays to Fridays inclusive outside Term Time
0900-1500 Saturdays, Sundays or Bank or National Holidays

The lighting to the All Weather pitch shall be turned off when not in use

3. **Pricing**

A policy of pricing shall apply for community use and in accordance with this agreement.

Pricing will be determined by the school taking into account operational and capital costs and regional benchmarking, and inflation, and acting in accordance with any existing or future grant funding agreements.

Pricing will be set out in the lettings policy and reviewed annually.

4. **Booking Arrangements**

The school has easy and accessible arrangements for bookings.

5. Parking Arrangements

Bicycle parking arrangements are available for community users

Car parking spaces are available to park vehicles for community users, including accessible car parking spaces.

Bus/Coach/Minibus parking is available by prior arrangement.

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

Signed.....

Duly authorised officer of the school

Dated this day

Signed

Duly authorised officer of the Council

Dated this day