

## FULL COUNCIL - 13 DECEMBER 2021

### COMMUNITY USE AGREEMENT

The following was resolved at the Planning and Infrastructure Meeting of 29<sup>th</sup> November 2021:

PL21/076 **COMMUNITY USE AGREEMENT:** The proposed Community Use Agreement was discussed.

Cllr Rea informed the committee that the Jubilee Hall as built by public subscription and it should be available for public use.

Cllrs were also interested in how the facilities currently perform financially and the level of current usage.

It was felt though that the CUA was a positive move as it would allow the Town Council to have representation with regard to the management of the facilities which form an important part of the Town's public infrastructure.

It was **RESOLVED** to recommend the CUA in principle to Full Council but some minor amendments such as the number of representatives on the 'Review Committee' and pricing rationale may be considered.

It is **recommended** that it is requested that at least 2 seats are allocated to the Town Council on the 'Review Committee' and that the seats allocated should constitute at least 25% of the total committee membership. The representation can then be agreed by Full Council as positions on the list of 'Representatives for Outside Interests'.

Members are invited to consider if there needs to be a suggested change to the pricing policy, the current text being:

*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 no greater than for similar local authority run facilities in Devon and Plymouth.*

The document states that currently the college aim to be mid-market when compared to competitors.

Jonathan Parsons  
Town Clerk

Date: XX August 2021

**Ivybridge Community College**

**South Hams District Council**

**Devon County Council**

**Ivybridge Town Council**

Agreement in relation to arrangements for  
community use of sports facilities at  
Ivybridge Community College

In connection with Planning Permission  
1812/21/FUL

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	Terms of Reference and Constitution [ <i>amend as required</i> ]	<b>Error! Bookmark not defined.</b>

DATE [ XX August 2021 ]

- (1) **Ivybridge Community College** of Harford Road, Ivybridge, Devon, PL21 0JA (“the **School**”)
- (2) **South Hams District Council** of Follaton House, Plymouth Rd, Totnes TQ9 5NE (“the **Council**”)
- (3) **Devon County Council** of County Hall, Topsham Road, Exeter, Devon, EX2 4QD (“the **County Council**”)
- (4) **Ivybridge Town Council** of Town Hall, Erme Court, Leonards Road, Ivybridge PL21 0SZ (“the **Town Council**”)

## **1. Recitals**

- 1.1 Planning Permission was granted by the Council for the Development subject to conditions. Condition 3 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 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 Planning Condition 3.
- 1.3 The School is the owner of the School Premises (Lease-hold Title from Devon County Council) and is responsible for their use. It is a member of the Westcounty Schools Trust (WeST) having become a member of its multi academy trust in 2017.
- 1.4 The Council has responsibility for the provision of sports facilities in the South Hams 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 County Council is the local education authority for the area and the Landowner for the site. It has leased the land to the School, and both the County Council and School agree to the provision of community access to the Sports Facilities.
- 1.6 The Town Council is keen to promote provision of sports facilities in Ivybridge for use by, and for the benefit of, the community.

## **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 and for casual use.

**Casual Use** means availability for any individual(s) or groups to book the Sports Facilities on the same day for use on a pay-as-you-play basis, where space is available.

**Development** means 1812/21/FUL for which Planning Permission has been granted:

‘Refurbishment of external Artificial Turf Pitch (ATP) to include replacement of pitch surface with 3G synthetic turf, replacement ball-stop fencing, lighting system & columns with an improved LED lighting and associated hardstanding areas’.

**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.

<b>Planning Permission</b>	means planning permission (reference 1812/21/FUL) granted by the South Hams District Council on 3 <sup>rd</sup> August 2021.
<b>Priority Groups</b>	means those groups identified by the Parties as being under-represented for the particular activity engaged in.
<b>Review Committee</b>	means representatives of each of the Parties to this Agreement or their nominees.
<b>School Core Times</b>	means 8.30am to 5.00pm Mondays to Fridays during term time as defined in Schedule 2 to this Agreement (including extra curriculum). Half an hour is given between user groups to avoid welfare issues.
<b>School Premises</b>	means the land and buildings comprising Ivybridge Community College.

### 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 dropout 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;
- To generate income which can be put back into the College budget for the purpose of running, improving and replacing the sport facilities.

#### **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 achieve community use targets in line with appropriate funding award requirements and sports development strategies, including making a contribution to South Hams local participation targets for sporting and physical activity. The School shall work with the Community Sports Network (Active Devon) and National Governing Bodies for sport 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 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 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 at an affordable rate;

- (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. It should be noted that as a condition of Grant, the School is required to set aside £25k per annum (Indexed) to provide a sinking fund for the 3G facility and is to be calculated prior to any surplus being identified in-line with the 21-year terms and condition from the Football Foundation.

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 improve and increase the stock of sports equipment for use in connection with the Sports Facilities.

## **9. Monitoring and Review**

9.1 On an annual basis, the School shall make available a short performance report for the Review Committee containing details of all usage, bookings, maintenance, user feedback and financial matters relating to the Community Use of the Sports Facilities to assist with the development and improvement of community access. The School will set out any recommendations that it wishes to implement to improve the outcomes or sustainability in-line with any funding agreements.

9.2 The Review Committee shall undertake an assessment of the short report to determine the adequacy of the implementation of this Community Use 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 (including the sinking fund); and
- maintenance.

9.3 The School shall implement all reasonable agreements or recommendations of the Review Committee as soon as reasonably practicable following the schools board of governors approval.

9.4 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.

9.5 The School shall not materially reduce the level of community access to the Sports Facilities required by Condition 3 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. Authority**

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

## **12. No Variations**

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

**13. 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.

**14. 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.

**15. 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.

**16. Non-Assignability**

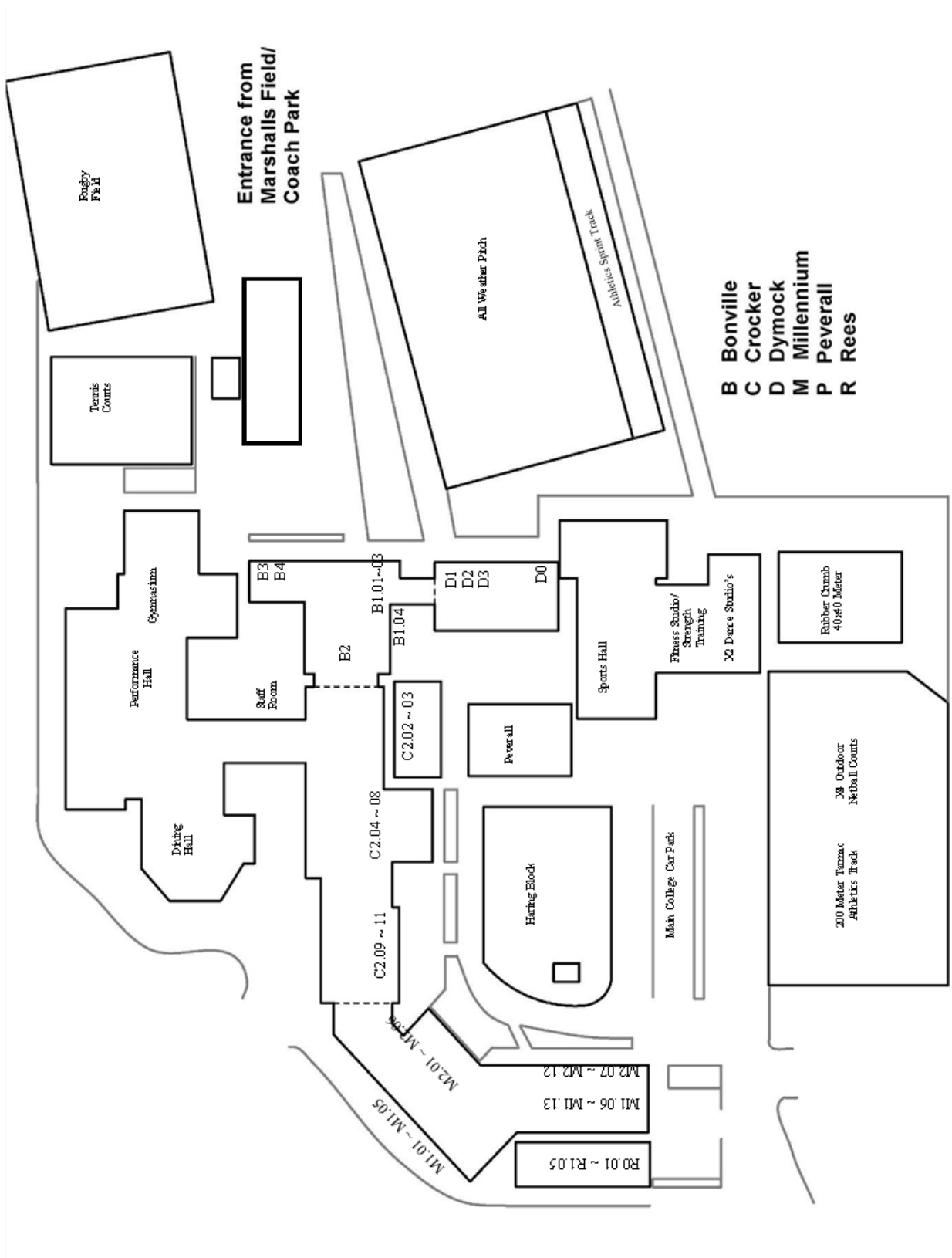
This Agreement is personal to the parties and none of them shall assign sub-contract or otherwise deal with their rights or obligations without the prior written consent of the others.

**17. 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 (as shown on the attached plan):-
  - Artificial Grass Pitch – Full size football
  - Artificial Grass Pitch training area (40x40meter)
  - 75 meter athletics sprint track
  - 200 meter tarmac running track
  - X2 artificial Clay Tennis Courts
  - X2 tarmac tennis courts
  - X4 outdoor netball courts
  
2. The indoor sports areas and facilities to be made available for Community Use shall comprise the following (as shown on the attached plan):-
  - Gymnasium
  - 42 station fitness Suite
  - Strength training room
  - Sports Hall (four badminton court)
  - X2 dance studios
  - Dining Hall
  - Performance Hall
  - Classrooms
  
3. For all facilities that are available for community use, access to the site, car parking and use of appropriate facilities (such as WCs, changing rooms, defibrillator machine, first aid cover) will be made available.



- B** Bonville
- C** Crocker
- D** Dymock
- M** Millennium
- P** Peverall
- R** Rees

## 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	Mon - Fri:	5.30pm - 10.00pm
	Sat:	9.00am - 6.30pm
	Sun:	9.00am - 6.30pm

##### SCHOOL HOLIDAYS

Community Use	Mon–Fri:	9.00am - 10.00pm
	Sat:	9.00am - 6.30pm
	Sun:	9.00am - 6.30pm

#### 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 no greater than for similar local authority run facilities in Devon and Plymouth.

College Governors review hiring prices annually, taking into consideration the cost of nearby similar facilities from other Schools and Colleges. Through compiling a costings comparison from competitors, the college try to ensure that they are within the mid-section of the pricing bracket. There is also a condition from the Football Foundation due to the grant funding, that prices cannot increase above RPI unless there is a justifiable reason for an increase above RPI that would need to be agreed by the Football Foundation.

#### **4. Booking arrangements**

4.1 An easy and accessible advance booking arrangement for Casual Use and block bookings shall be established for hire of the Sports Facilities using a standard booking form.

4.2 The agreed booking arrangements shall operate as follows:-

Using the College's booking system, details of the intended usage will be inputted. To allow the booking to go ahead a Booking Form will be completed in advance containing the organisers contact details, club usage, specific times, purpose of use and any additional equipment required and costings. The organiser will sign to say that they have read and understood the Colleges Conditions of Contract and will ensure that the group using will adhere according.

#### **5. Parking Arrangements (if applicable)**

5.1 As noted in Schedule 1 car parking spaces shall be available to park for community users.

### **Schedule 3**

Terms of Reference

**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 School

Signed by .....

Duly authorised by the Council

Signed by .....

Duly authorised by the County Council

Signed by .....

Duly authorised by the Town Council



*[Insert execution clause for the School]*

*[Insert execution clause for the Council]*

*[Insert execution clause for the County Council as Landowner]*

*[Insert execution clause for the Town Council]*