

DATED

11th April

2019

THE HEIGHTS PRIMARY SCHOOL (1)

and

READING BOROUGH COUNCIL (2)

and

READING BOROUGH COUNCIL (3)

acting as sole trustee of the Recreation Ground Charity (registered charity
number 304328)

COMMUNITY USE AGREEMENT

relating to arrangements for the community use of Sports & Community
Facilities at The Heights School in connection with Planning Permission
171023/FUL
(Appl. No. 171023)

Land known as the Playing Field and Recreation Ground in the Parish of
Mapledurham (commonly referred to as Mapledurham Playing Fields), Upper
Woodcote Road, Caversham, Reading

THIS COMMUNITY USE AGREEMENT is made the 11th day of Apr, 2019

BETWEEN:-

- (1) THE HEIGHTS PRIMARY SCHOOL (an exempt charity and registered company number **08334593**) of 82 Gosbrook Road Reading RG4 8BH ("the School"); and
- (2) READING BOROUGH COUNCIL of Council Offices Bridge Street Reading RG1 2LU ("RBC"); and
- (3) READING BOROUGH COUNCIL of Council Offices Bridge Street Reading RG1 2LU acting as sole trustee of the Recreation Ground Charity (registered charity number 304328) ("the Council")

1 Recitals

- 1.1 Planning Permission was granted by RBC for the Development subject to the prior completion of a Unilateral Undertaking given under Section 106 Town and Country Planning Act 1990. By virtue of Clause 4 (c) and Paragraph 5 of the Second Schedule of the said Unilateral Undertaking the ESFA on behalf of the School covenanted not to occupy the Development Site until a Community Use Agreement had been entered into by the ESFA or the School to demonstrate how community access to the Sports & Community Facilities within the Development will be managed.
- 1.2 The parties wish to enter into this Agreement in order to make the indoor and outdoor Sports & Community Facilities at the Development available (when their use is not required by the School) for use by the local community in compliance with the terms of this Agreement.
- 1.3 The School is the leasehold owner of the School Premises and is responsible for their use. RBC has responsibility for the provision of sports and community facilities in the Borough of Reading 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. The Council is trustee of the Charity and in that capacity has a duty to advance the charitable object of providing and maintaining a recreation ground at Mapledurham for the benefit of residents of the Parish of Mapledurham and the Borough of Reading.
- 1.4 The School agrees to provision of community access to the Sports & Community Facilities in compliance with the terms of this Agreement

2 Definitions and Interpretation

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

Aims	means the aims set out in Clause 3 of this Agreement and any additional and/or replacement aims agreed between the parties from time to time
Casual Use	means (subject to the specific provisions relating to the School MUGA set out in Schedule 3) availability for any individual(s) or groups to book and use the Sports & Community Facilities up to seven days in advance for use on a pay-as-you-play basis where space is available
Charity	means the Recreation Ground Charity (registered charity number 304328)
Community Use Committee	means the Community Use Committee as defined in Clause 7 of this Agreement
Community Use	means use of the Sports & Community Facilities by the local community including organised sports clubs organisations and for Casual Use
Development	means the erection of a 2 FE primary School (350 pupils) with associated landscaping multi use games area car and cycle parking and servicing for which Planning Permission has been granted.
Development Site	means the land show outlined dark blue on the School Premises Plan
Enhanced Sports Pitch	means a sports pitch on the Sports Pitch Area

Lease	means the lease of School Premises dated 18 February 2019 and made between (1) the Official Custodian for Charities (2) the Council and (3) the Secretary of State for Housing, Communities & Local Government
Parties	means the parties to this Agreement
Planning Permission	means planning permission reference 182200.
Priority Groups	means those groups identified by the Parties as being under-represented in using the Sports and Community Facilities
School Premises	means the land and buildings comprising the school premises described in Schedule 1 to this Agreement
School Core Times	means 0730 to 1800 Mondays to Fridays during term time
School Hall	means the hall within the School Premises as shown edged red on the School Hall Plan
School Hall Plan	means the plan attached at Appendix 3
School MUGA	means the multi use games area making up part of the School Premises and shown edged orange on the plan attached at Appendix 1
School Staff Car Park	means the staff car park at the School Premises shown edged light blue on the School Premises Plan
School Premises Plan	means the plan attached at Appendix 1
Sports and Community Facilities	means the facilities identified in Schedule 2 to this Agreement forming part of the School Premises
Sports Pitch	means the area within the Sports Pitch Area designated for School use from time to time further to Schedule 4 paragraph 1 (a) (i) of this Agreement
Sports Pitch Area	means the area within the land owned and managed by the Council edged red on the attached Sport Pitch Area Plan
Sports Pitch Area Plan	means the plan attached at Appendix 2

3 Aims

3.1 The Parties agree to pursue the following aims:

- a) 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;
- b) Operating in line with the national agenda for sport taking into account nationally adopted strategies;
- c) Generating positive attitudes in sport and physical activity by young people and reducing the drop out rate in sports participation with age;
- d) Increasing the number of people of all ages and abilities participating in sport and physical activity including people with disabilities;
- e) Using the Sports and Community 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; and
- f) To provide affordable access to the facilities and to be self-financing in terms of community use.

4 Arrangements for Community Use

4.1 The School agrees to make the Sports & Community Facilities available for Community Use in accordance with the provisions of Schedule 3 to this Agreement.

4.2 The School may, but is not obliged to, make the Sports & Community Facilities available for Community Use during School Core Times.

4.3 The Council agrees to make the Enhanced Sports Pitch available for use by the School in accordance with the provisions of Schedule 4 to this Agreement.

5 Targets for Community Use

5.1 The School shall use reasonable endeavours to achieve targets for the Community Use of the Sports & Community Facilities in line with appropriate sports development strategies including making a contribution to local participation targets for sporting and physical activity.

5.2 The School shall work with the Council, RBC and other relevant partners 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

6.1 The School will be responsible for marketing and promoting the Sports & Community Facilities in accordance with the Aims and the targets identified in clause 5.1.

6.2 A marketing strategy will be prepared and implemented and reviewed on an annual basis unless otherwise agreed between the Parties.

7 Community Use Committee

7.1 A Community Use Committee will be established within 3 months of the date of this Agreement to monitor and develop Community Use of the Sports & Community Facilities and use by the School of the Enhanced Sports Pitch in accordance with the terms of reference set out in Schedule 5 to this Agreement.

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

- a) The School
- b) The Council
- c) RBC
- d) Non - Voting Representatives from user groups (as applicable)

7.3 The School's representative (or their nominee) shall be the Chair of the Community Use Committee.

7.4 Under the terms of reference the Community Use Committee will in accordance with this Agreement seek to establish a practical policy framework for the management and operation of the Sports & Community Facilities during agreed periods of Community Use. This framework should be proposed by the School for approval by the Community Use Committee and should seek to enable:

- a) a policy of affordable pricing to assist in the achievement of the aims of this Agreement. The policy should ensure that prices shall enable the School to provide the Sports & Community Facilities on a cost-neutral basis (i.e. allowing for overhead costs such as maintenance and depreciation) and subject to that principle will seek that prices shall be similar to local authority run facilities in the area and in particular (assuming that it is rebuilt or refurbished to a similar standard as the School Hall) the Mapledurham Playing Fields Pavilion;
- b) the promotion and forward planning of development activities, at times which best suit the target groups;
- 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 subject to the specific provisions relating to the School MUGA set out in Schedule 3;
- e) an appropriate marketing strategy for the marketing of the Sports & Community Facilities for Community Use.

7.5 The School will be responsible for the Sports & Community Facilities and shall:-

- a) resource, control and routinely ensure the maintenance of the Sports & Community Facilities in a manner that (subject to the provisions of section 8 below) will allow achievement of the Aims and the targets identified in clause 5.1; and
- b) make the Sports & Community Facilities available on the occasions and times specified in Schedule 3; and
- c) ensure provision and cover the cost of heat, light and water and such other amenities as required for the Sports & Community Facilities and their intended use; and
- d) ensure that the Sports & Community Facilities comply with all legislation and guidance in force at the time of this Agreement relating to access for disabled users

- 7.6 For the avoidance of doubt the Community Use Committee shall not under any circumstances remove or materially alter the Schools right to use the Enhanced Sports Pitch further to the provisions of Schedule 4 of this agreement.

8 Financial Matters

The School will endeavour to ensure that the costs of operating Community Use at the Sports & Community Facilities will be fully covered by income from such use (noting that Casual Use of the School MUGA may result in additional and unexpected maintenance or repair costs that may not be met from Sports & Community Facilities use income) and that income and any surplus will be utilised to:

- a) contribute to a contingency or sinking fund for major maintenance repairs and ultimately renewal of fixed life elements of the Sports & Community Facilities;
- b) increase the use of the Sports & Community Facilities by any Priority Groups by staging special promotions or by offering discounted rates of hire (noting the overriding need to be cost- neutral for the School); and
- c) improve and increase the stock of sports equipment for use in connection with the Sports & Community Facilities.

9 Monitoring and Review

- 9.1 One month prior to the date on which the Community Use Committee produces its annual report, the School shall make available to the Community Use Committee details of all usage, bookings, maintenance and financial matters relating to the Community Use of the Sports & Community Facilities to assist with the development and improvement of community access.
- 9.2 The Community Use Committee shall undertake an annual assessment of the adequacy of the implementation of this Agreement as set out in Schedule 5.
- In the event any significant changes are required to this Agreement as a consequence of each or any annual review the prior written approval of each of the Parties to this Agreement shall be required.
- 9.3 The School shall not materially reduce the level of community access to the Sports Fit Community Facilities without the prior written approval of the Council and of RBC as Local Planning Authority following consultation by RBC with Sport England.

10 Duration of Agreement

This Agreement shall operate for so long as the Sports & Community Facilities are provided in accordance with the Planning Permission. In the event the School should cease to operate the Parties agree to make every effort to secure the continued operation of the Sports & Community 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 neither of them shall assign sub-contract or otherwise deal with their rights or obligations without the prior written consent of the others, such consent not to be unreasonably withheld or delayed.

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

("the School Premises")

The land and buildings comprising the School Premises situated at Mapledurham Playing Fields Upper Woodcote Road Caversham Reading as shown edged blue on the School Premises Plan

Schedule 2

("the Sports & Community Facilities")

1. The outdoor sports areas and facilities to be made available for Community Use shall comprise the following: -

The School MUGA as shown edged orange on the School Premises Plan
2. The indoor sports areas and facilities to be made available for Community Use shall comprise the following:-

The School Hall as shown edged red on the School Hall Plan

together with toilets changing rooms and any other ancillary facilities
3. The School Staff Car Park shown edged light blue on the School Premises Plan

Schedule 3

("Arrangements for Community Use")

1. Users

The Sports & Community Facilities shall be made available for Community Use as set out in this Schedule 3.

2. Hours of Access for Community Use

- (a) Subject to the exceptions in paragraph 2 (b) below the Sports & Community Facilities shall be available for Community Use as set out below.

TERM-TIME

School MUGA: Mon-Fri: 5.15pm-10pm; Sat: 1pm-6pm; Sun: 9am-6pm

School Staff Car Park: Mon-Fri: 6.00pm-11pm; Sat: 1pm-6pm; Sun: 9am- 6pm

School Hall indoor facilities: Mon-Fri: 6.00pm-11pm; Sat: 1pm-6pm; Sun: 9am-6pm

SCHOOL HOLIDAYS

School MUGA: Mon-Fri: 9am-10pm; Sat/Sun: 9am-6pm

School Staff Car Park: Mon-Fri: 9am – 10pm; Sat/Sun: 9am - 6pm

School Hall indoor facilities: Mon-Fri: 9am-10pm; Sat/Sun: 9am-6pm

- (b) Outside School Core Times the School shall on a maximum of 12 occasions in any calendar year have priority use for each of the School Hall and the School MUGA for school-related events and activities unless otherwise agreed in writing by the Community Use Committee. No less than 10 days' notification shall be provided to the Community Use Committee of the School's requirement to use such facilities on these specified occasions.

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3. Pricing

- (a) The School MUGA during the term times hours of Mon - Fri 5.15pm until 8.30pm shall be available for Community Use free of charge.
- (b) Subject to paragraph 3 (a) above a policy of affordable pricing shall apply to maximise Community Use of the Sports & Community Facilities and in accordance with the aims of this Agreement and as set out in Clause 7.3(a).
- (c) Higher prices will be charged to all commercial users, unless the activity provides a demonstrable benefit to the pupils and/or staff of the school and/ or community outcomes and subject to the school's discretion.

4. Booking Arrangements

- (a) For an initial 12-month trial period from the date of occupation of the school there will be no requirement to book for Casual Use of the School MUGA in accordance with the term time timetable set out in paragraph 2 of this Schedule which will be free. At three-monthly intervals and at the end of this trial period the Community Use Committee will review the Casual Use of the School MUGA to ascertain the need for greater management controls and for charges to cover maintenance.
- (b) Subject to paragraph 4 (a) above an easy and accessible advance booking arrangement for Casual Use and block bookings shall be established for hire of the Sports & Community Facilities using a standard booking form.
- (c) The agreed booking arrangements shall operate in accordance with a procedure agreed by the Community Use Committee at its first meeting and as reviewed annually as required by Clause 7.4 (d) of this Agreement.

Schedule 4

("Arrangements for School use of a sports pitch in the Sports Pitch Area")

1. Users

- (a) The Council shall make available for use by the School:
 - i. an area within the Sports Pitch Area as a sports pitch (the Sports Pitch) (and the Council confirms that there will be at least one pitch available at any time within the Sports Pitch Area); and
 - ii. once an Enhanced Sports Pitch has been laid, an Enhanced Sports Pitch.
- (b) Such use shall be irrevocable for the duration of the Lease for a maximum of three slots per day each slot to be a maximum of one hour in duration and for use by one year group save that the Council acting reasonably may temporarily suspend use of such sports pitches in adverse weather conditions where reasonably necessary for the protection of users subject to any such suspension being kept to the shortest period possible and the Council shall give the School as much prior written notice of any such suspension as possible.

2. Hours of Access for School Use

- (a) The Sports Pitch and the Enhanced School Pitch (once laid) shall be available for use by the School during Term Time between the hours of 7am and 6pm Monday to Friday.

3. Pricing

- (a) The Council will charge the School for the use of the Sports Pitch Area and the Enhanced Sports Pitch a fee which equates to a reasonable proportion according to use of the costs of maintaining the Sports Pitch Area and the Enhanced Sports Pitch capped in accordance with the figure set according to the Lease.

Schedule 5

("Community Use Committee")

Terms of Reference

These terms of reference are adopted pursuant to a community use agreement dated [] and made between The Heights Free School (1), Reading Borough Council (2) and Reading Borough Council of Council Offices Bridge Street Reading RG1 2LU acting as sole trustee of the Recreation Ground Charity (registered charity number 304328) (the "Agreement").

1. Purpose

- a) To exercise oversight over the use of the Sports & Community Facilities pursuant to the Agreement.
- b) To monitor progress against agreed aims and targets, programming, usage and financial matters and to provide regular reports for community use and school stakeholders on those topics.
- c) To put forward recommendations on policy issues (including pricing and the framework of sports programmes).
- d) To encourage effective partnership working between the organisations involved in school and community use of the Sports & Community Facilities.
- e) To review, on an annual basis, the overall effectiveness of this agreement in encouraging community use of the Sports & Community Facilities.

2. Officers

- Role of Chair:
 - To chair 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.

- Role of Secretary:
 - To compile and maintain minutes of all meetings.
 - To compile and issue agendas for meetings in timely fashion.
 - To take care of all communications to and from the Committee.

3. Operation

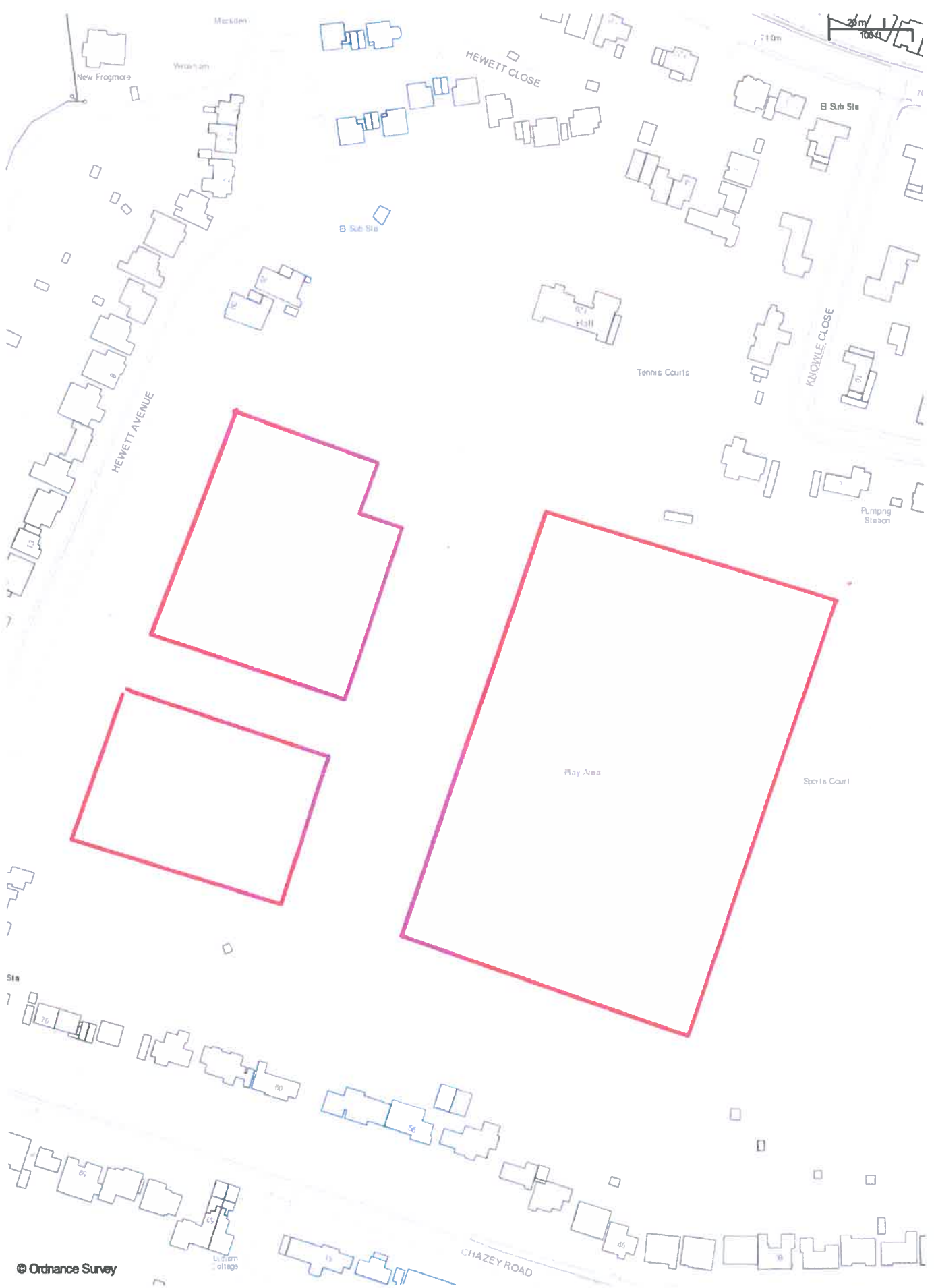
- (a) The full Committee will convene at least *[insert number]* per annum. Additional meetings will be held as considered necessary by a simple majority of members.
- (b) Day to day operation of the Sports & Community Facilities will be the responsibility of the School.
- (c) The School will resolve day to day issues in relation to the Sports & Community Facilities. Whilst the School has full authority for any decisions they must adhere to the policy framework established by the full Committee.
- (d) Sub-groups/committees may be formed by the Committee if considered necessary or desirable.

4. Reporting

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

Appendix 1: The School Premises Plan

Appendix 2: The Sports Pitch Area Plan



© Ordnance Survey

The Heights school general pitch area

Scale: 1:1250

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Appendix 3: The School Hall Plan

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

[Amend as appropriate]

Signed by

Duly authorised by the School

Signed by 

Duly authorised by RBC

Signed by 

Duly authorised by the Council

MINUTE	Planning committee 2.19
ORIGINATOR	Veale Washbrough Vizard
SEAL NO	116/19
CHECKED	