

COMMUNITY USE AGREEMENT

Duxford Church of England Community Primary School

THIS AGREEMENT is made the day of 09.06.2023

BETWEEN:

1. Cambridgeshire County Council New Shire Hall, Emery Crescent, Enterprise Campus, Alconbury Weald, Huntington PE28 4YE
2. Duxford Church of England Community Primary School, St Johns Street, Duxford, CB22 4RA
3. Ely Diocesan Board of Finance (EDBF), Ely Diocesan Office, Bishop Woodford House, Barton Road, Ely CB7 4DX

DEFINITIONS

“Casual Use”

means use of the Community Shared Facilities by an individual or groups on a pay-as-you-use basis, where space is available.

“Community Shared Facilities”

means the community facilities identified in this Agreement forming part of the Premises and land shown on the plan at Appendix A.

“Community Use”

means (i) Casual Use and (ii) use of the Community Shared Facilities on a paid basis by the local community including organised clubs and other organisations.

“The Owner”

means Ely Diocesan Board of Finance as freehold owners of the property and land on which the property sits and Cambridgeshire County Council who are the freehold owners of the remaining school site.

“Planning Permission”

means the planning permission granted under reference CCC/21/246/FUL for the development of the Premises.

“Premises”

means the land and buildings comprising Duxford C of E Community Primary School, including the Community Shared Facilities as shown on the plan at Appendix A.

“Primary User”

means Duxford Church of England Community Primary School

“Secondary User”

means the Out of School Club (DX Club) that will operate before and after school, and in school holidays, in the area identified for Community Use in accordance with the terms of their lease with Cambridgeshire County Council and Duxford Church of England Community Primary School

1. INTRODUCTION

A Community Use Agreement will be submitted to and approved by Local Planning Authority in respect of the use of the small school hall, outdoor play area, community kitchen and related facilities.

- 1.1 Duxford C of E Community Primary School is the operator of the Premises and is responsible for the use of the Premises.
- 1.2 There is currently no revenue funding set aside to help with the costs of managing the Community Shared Facilities.
- 1.3 The Owner, as freehold owner of the Premises, hereby consents to the school entering into this Agreement and agrees that its own interest in the Premises is bound by the terms of the Agreement.

2. AIMS

This Agreement has the following agreed aims:

- a. to provide community facilities for the local community and community organisations to improve community and social well-being.
- b. to provide affordable access to the Community Shared Facilities and to be self-financing in terms of Community Use.

3. ARRANGEMENT FOR COMMUNITY USE AND PROMOTION

- 3.1 The areas of the school that will be made available for community use shall comprise one outdoor football pitch, the school hall and community kitchen, together with access to toilet facilities at the school. Classrooms are available to use with prior agreement of the school.

NB Grass sports pitches have a limited playing capacity, and the school will reserve the right to restrict the use of grass sports pitches to protect such pitches and/or to fit in with the school curriculum and demands.

Use by the community of the grass sports pitches must be avoided in inclement weather or when the pitches are waterlogged.

- 3.2 Community Use of the school fields and parking areas shall not be available during school hours.
- 3.3 Local Community Clubs and residents shall not have access to any school buildings other than toilet facilities, the community kitchen, the school hall and classrooms with prior arrangement.
- 3.4 The Community Use of the facilities must fit in with the School Curriculum and Out of School Club (DX Club) Letting Periods.
- 3.5 There will be specified periods when the facilities are made available, in accordance with the school's letting policy, for structured sporting activities.

- 3.6 No equipment or supervision will be provided.
- 3.7 The school will be entitled to terminate any directed letting arrangement with any local group or club where such group or club is in breach of the provisions.
- 3.8 Community events or clubs will go on no later than 9pm at night on a weekday or between 8am and 10pm at the weekends. Community events or clubs will only take place with full agreement of the Headteacher and School Business Manager.
- 3.9 The school agrees to make the Community Shared Facilities available for Community Use at the times and in accordance with the pricing and other arrangements set out at Schedule 1 of this Agreement.

4. MANAGEMENT

- 4.1 The school will manage the Community Shared Facilities.
- 4.2 The school will establish a practical policy framework for the management and operation of the Community Shared Facilities during the agreed periods of Community Use. This framework shall include:
 - a. policy of affordable pricing to assist in the achievement of the aims of this Community Use Agreement. The policy will take account of the prices of similar local authority-run facilities in the area.
 - b. equal opportunities of access; and
 - c. an easy and accessible booking arrangement reviewed on an annual basis.
- 4.3 The school shall:
 - a. resource, control and ensure, within the means available, the maintenance and replacement of the Community Shared Facilities in a manner that will allow achievement of the agreed aims.
 - b. make the Community Shared Facilities available for Community Use on the occasions and times specified in Schedule 1 of this Agreement.
 - c. ensure provision of heat, light and water and such other amenities as required for the Community Shared Facilities and their intended use.
 - d. ensure that the Community Shared Facilities comply with all legislation and guidance in force at the time of this Agreement and any amendments to such legislation including any relating to access for disabled users; and
 - e. meet the cost of energy, water, rates, and taxes that may be attributable to the use of the Community Shared Facilities.

5. FINANCIAL MATTERS

- 5.1 The school shall ensure that the costs of operating Community Use of the Community Shared Facilities will be fully covered by income from such Community Use and the pricing structure shall be set accordingly.

6. MONITORING AND REVIEW

- 6.1 The school will undertake an annual review of the use of the Community Shared Facilities. Their remit in terms of review will cover the following:
- a. any requirement to make reasonable changes to the hours of use / access considering a balance of access opportunities for student/school activities and community need.
 - b. hours of use of the Premises
 - c. pricing
 - d. compliance with the aims of Community Use
 - e. financial performance during the previous year
 - f. long-term financial planning
 - g. maintenance and
 - h. promotion of the Community Shared Facilities.

- 6.2 The school shall implement all reasonable recommendations as soon as reasonably practicable. The reasonableness of the recommendations will be considered in the context of the needs and requirements of the Trust to meet its education obligations.

7. DURATION OF THIS AGREEMENT

- 7.1 This Agreement shall operate for as long as the Community Shared Facilities are provided in accordance with the Planning Permission, or any other such period as may be agreed in writing by way of any amendment, variation, or modification of this Agreement by the Resources Committee of the school governing body.

Headteacher Duxford Church of England Community Primary School

S Blackburne-Maze



Chair of Governors Duxford Church of England Community Primary School

G Hinks



09.06.2023

Schedule 1

Days / Hours of Use

Sunday: 10am – 12am

Monday: 6pm – 9pm

Tuesday: 6pm – 9pm

Wednesday: 6pm – 9pm

Thursday: 6pm – 9pm

Friday: 6pm – 9pm

Saturday: 8am – 10pm

Pricing Schedule

Main hall: £24 per hour £12 per hour for regular users

Small hall: £16 per hour £8 per hour for regular users

Accessible Areas for Booking

Main Hall / Small Hall and Toilets Yes / No

Small Hall and Kitchen Yes / No

Classrooms Yes / No

External Areas (As agreed per lease) – Can be marked up on a plan of the site Yes / No

Agreement:

Days / Dates of Use:

Time(s) of Use:

Cost for Hire of Facilities:

Agreement Signed by User:

Agreement Signed by School Business Manager: