

Date: 01/12/2024

**Deyes High School**

**Deyes Lane, Maghull, Liverpool, L31 6DE**

**Sefton Local Authority**

Draft Agreement in relation to arrangements for  
community use of sports facilities at Deyes  
High School

In connection with Planning Permission  
DC/2022/00375

# Contents

No	Heading	Page
	<b>Clauses</b>	
1.	<b>Recitals</b>	2
2.	<b>Definitions and Interpretation</b>	2
3.	<b>Aims</b>	3
4.	<b>Arrangements for Community Use</b>	4
5.	<b>Targets for Community Use</b>	4
6.	<b>Marketing and Promotion</b>	4
7.	<b>Management</b>	4
8.	<b>Financial Matters</b>	5
9.	<b>Monitoring and Review</b>	6
10.	<b>Duration of Agreement</b>	7
11.	<b>Authority</b>	7
12.	<b>No Variations</b>	7
13.	<b>No Agency</b>	7
14.	<b>Severability</b>	7
15.	<b>Waiver</b>	7
16.	<b>Non-Assignability</b>	7
17.	<b>Governing Law and Jurisdiction</b>	8
	<b>Schedule 1</b>	9
	<b>Schedule 2</b>	10
	Arrangements for Community Use	10
	<b>Schedule 3</b>	11
	Management Committee	<b>Error! Bookmark not defined.</b>
	Terms of Reference and Constitution [ <i>amend as required</i> ]	<b>Error! Bookmark not defined.</b>



<b>Sports Facilities</b>	means the sports facilities identified in Schedule 1 to this Agreement forming part of the School Premises
<b>Management Committee<sup>1</sup></b>	means the management committee as defined in clause [6.1] of this Agreement
<b>Parties</b>	means the parties to this Agreement
<b>Planning Permission</b>	means planning permission (reference DC/2002/00375 granted by the Council/ on 8 <sup>th</sup> June 2022
<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 7.00am to 16.30pm Mondays to Fridays during term time as defined in Schedule 2 to this Agreement
<b>School Premises</b>	means the land and buildings comprising Deyes High 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;

---

<sup>1</sup> Delete definition if no Management Committee.

- 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 and may also be offered during School Core Times.

#### **5. Targets for Community Use**

The School shall use reasonable endeavours to achieve community use targets [*where appropriate*] in line with appropriate sports development strategies, including making a contribution to [*County and*] local participation targets for sporting and physical activity. The School shall work with Sefton Local Authority, Local Schools, Sport England and other National Governing Bodies 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**

The Trust through the School will be responsible for the management of the Sports Facilities and shall: -

- Be responsible for managing the facilities to support the aims and objectives set out in this Agreement.
- Make the facilities available as per Schedule 1 provided that this should not impede, restrict or conflict with the delivery of education to the students at the School.

- Manage the facilities through the Senior Leadership Team structure or any third-party provider appointed by the Trust, in accordance with the Lettings Agreement contained at Schedule 3, with a member of staff or any third-party provider appointed by the Trust taking the role of Community Use Coordinator to act as a main external contact by email and by phone.
- Resource, control and routinely ensure the maintenance of the Sports Facilities in a manner that will allow achievement of the agreed aims.
- Ensure provision of heat, light and water and such other amenities as required for the Sports Facilities and their intended use.
- 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.
- Develop specific agreements and develop relationships with anchor clubs that will regularly use the Sports Facilities.
- Maintain full reinstatement value insurance of the Sports Facilities against all usual commercial risks including public liability.
- Keep the Sports Facilities in good working order and repair accidental damage arising from damage by an insured risk

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

## 9. Monitoring and Review

The Community Use of the facilities will be reviewed annually in line the Trust's and School's normal operating policies.

An annual report will be produced regarding the Community Use of the facilities to assist with the development and improvement of community access. This report will consider:

- volume and range of Community Use within the year
- hours of use of the facilities (see **note** below)
- pricing policy
- compliance with the aims of this Agreement
- marketing
- financial performance of the Community Use provision during the year; and
- maintenance of facilities

The report will be circulated to a Review Panel for consideration and to allow all parties to prepare recommendations as to how Community Use of the facilities can be further developed and improved. In the event any significant changes are required to this Agreement because of each or any annual review prior written approval of each of the Parties to this Agreement shall be required.

**Note:** The hours of use of the facilities are constrained by Condition 35 of the current Planning Permission which states:-

*'The use of the outdoor sports fields and Multi Use Games Area (MUGA) shall only take place between the hours of 09:00-18:00 Monday to Friday, during school term time only. Reason: To safeguard the living conditions of neighbouring/adjacent occupiers and land users.'*

A future planning application to extend the hours of use of the outdoor facilities is intended. This Community Use Agreement will be revised to offer additional Community Use of the outdoor facilities upon the granting of a future permission.

**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 internal facilities to be made available for Community Use consist of changing areas, a Dance Studio, Fitness Suite, Activity Studio, Arts Classrooms, Dining Hall Drama Hall and a Sports Hall.
2. The outdoor facilities to be made available for Community Use consist of a hard surfaced MUGA (Multi Use Games Area) and Outdoor Football 11 aside and 9 aside natural turf pitches.
3. The school core hours are 07:00 – 16:30 Monday to Friday during term time, with the term dates defined by the calendar available from the School and held on the School's website.
4. The hours available for each facility are out of school core hours on weekdays and at weekends by agreement (See Schedule 2: Section 2)

## Schedule 2

### Arrangements for Community Use

#### 1. Users

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

#### 2. Hours of Access

##### 2.1 Outdoor Sports Fields and Multi Use Games Area (MUGA)

###### TERM-TIME

Community Use	Mon - Fri :	17:00 – 18:00
---------------	-------------	---------------

##### 2.2 Indoor Facilities

###### TERM-TIME

Community Use	Mon - Fri :	17:00 – 21:00
---------------	-------------	---------------

	Sat :	09.00 – 17.00
--	-------	---------------

	Sun :	09.00 – 17.00
--	-------	---------------

###### SCHOOL HOLIDAYS

Community Use	Mon - Fri :	09.00 – 21.00
---------------	-------------	---------------

	Sat :	09.00 – 17.00
--	-------	---------------

	Sun :	09.00 – 17.00
--	-------	---------------

#### 3. Pricing

3.1 A policy of affordable pricing shall apply to maximise Community Use and in accordance with the aims of this Agreement.

## Rental Rates

Label▲	Rate	Quantity
Classrooms	£25.00	Per Hour
Dance Studio	£25.00	Per Hour
Dining Hall	£30.00	Per Hour
Drama Hall	£32.00	Per Hour
Football pitch	£30.00	Per Hour
Football pitch (junior)	£25.00	Per Hour
Gym	£35.00	Per Hour
Gymnasium	£30.00	Per Hour
Library	£15.00	Per Hour
Outdoor Tarmac	£35.00	Per Hour
Sports Hall	£38.00	Per Hour

#### 4. Booking arrangements

An easy and accessible advance booking arrangement for Block and Club bookings is established for hire of the Sports Facilities using the EZ Facility Platform form.

#### 5. Parking Arrangements

Car parking spaces shall be available to community users.

There is a facility to accommodate coach 'drop off' and 'pick- up' at the front of school.

**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 the Council

*[Insert execution clause for the School]*

*[Insert execution clause for the Council]*