

Date: 19/12/23

**Yarm School**

**Stockton-on-Tees Borough Council**

**Yarm Rugby Club**

**Draft** Agreement in relation to arrangements  
for community use of sports facilities at Aislaby  
Pitches, Aislaby Road Yarm by Yarm School

In connection with Planning Permission

**22/2517/VARY**

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DATE 19/12/23

- (1) **Yarm School of The Friarage, Yarm, North Yorkshire, TS15 9EJ.**
- (2) Stockton-on-Tees Borough Council, Municipal Buildings Church Road, Stockton-on-Tees, TS18 1LD (“the Council”)
- (3) Yarm Rugby Club Wass Way, Stockton-on-Tees, TS16 0RG (“the operator”)

## **1. Recitals**

- 1.1 Planning Permission was granted by Stockton-on-Tees Borough 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 will be managed.
- 1.2 The parties wish to enter into this Agreement in order to make the outdoor Sports Pitches at Aislaby Road available (when their use is not required by the School) for use by Yarm Rugby Club (and any other community group as appropriate and by explicit agreement) in compliance with the terms of this Agreement and Condition [4].
- 1.3 The Council has responsibility for the provision of sports facilities in the Stockton-on-Tees 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.]
- 1.4 The Landowner ,Yarm School, is the owner of the Aislaby playing pitches at Aislaby Road and is responsible for their use. The school agrees to provision of community access to the Sports Facilities through a lease agreement with Yarm Rugby Club.

## 2. Definitions and Interpretation

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

<b>Community Use</b>	means use of the Sports Facilities by the local community in particular to Yarm Rugby Club under the terms of the lease agreement with Yarm School and may include other organised sports clubs, organisations and casual use as determined by Yarm School.
<b>Casual Use</b>	means availability for any individual(s) or groups to book the Sports Facilities up to [125] days in advance for use on a pay-as-you-play basis, when the pitches are available.
<b>Development</b>	means [Section 73 application to remove condition no1 and no2 of planning approval S268/79 and creation of extended car parking area. Playing Field, Aislaby Road, Eaglescliffe] for which Planning Permission has been granted
<b>Sports Facilities</b>	means the sports facilities identified in Schedule 1 to this Agreement forming part of the School Playing fields.
<b>Management Committee</b>	A representative of Yarm School and Yarm Rugby Club with appropriate delegated decision making authority
<b>Parties</b>	means the parties to this Agreement
<b>Planning Permission</b>	means planning permission (reference [22/2517/VARY]) granted by the [Council] on [ 5 <sup>th</sup> July 2023] ]
<b>Priority Groups</b>	means those groups identified by the Parties as being underrepresented 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 [ 4.00pm ] Mondays to Fridays during term time as defined in Schedule 2 to this Agreement
<b>School Premises</b>	means the land and buildings comprising [ Yarm School Playing Field, Aislaby Road, Eaglescliffe]

### **3. Aims**

The Parties agree to pursue the following aims:

Providing opportunities for the local community namely members of Yarm Rugby Club (a local sports organisation) 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;
- Increasing the number of people of all ages and abilities participating in Rugby;
- 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.

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

The School shall use reasonable endeavours to achieve community use targets in line with appropriate sports development strategies, including making a contribution to local participation targets for sporting and physical activity. The School shall work with Yarm Rugby Club to provide a range of opportunities and pathways for community use. These may include existing initiatives and may also include new activities.

## **6. Marketing and Promotion**

Yarm Rugby Club and Yarm School shall be responsible for any required marketing or promotion of the Sports Facilities in accordance with the agreed aims and targets of the lease arrangements.

## **7. Financial Matters**

- 7.1 The School wishes to provide community access to the facility at a peppercorn rent lease to Yarm Rugby Club. The Rugby Club shall endeavour to ensure that the costs of operating Community Use at the Sports Facilities will be fully covered by income from use of the sports facilities.

## **8. Monitoring and Review**

- 8.1 2 months prior to the date on which the Review Committee produces its annual report the Rugby Club and School shall make available to the Review Committee relevant details of all usage, maintenance and financial matters relating to the Community Use of the Sports Facilities to assist with the development and improvement of community access.
- 8.2 The Review Committee shall undertake an assessment of the adequacy of the implementation of this Agreement in relation to:
- hours of use of the Sports Facilities;
  - pricing policy;
  - compliance with targets and aims of this Agreement;
  - financial performance of the Sports Facilities during the previous year; and
  - maintenance.

- 8.3 The Review Committee shall prepare a report based on the above assessment and prepare recommendations as to how Community Use of the Sports Facilities can be further developed and improved.
- 8.4 The School shall use best endeavours to implement all reasonable recommendations of the Review Committee as soon as reasonably practicable.
- 8.5 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. Duration of Agreement**

This Agreement shall operate for so long as the School Facilities are provided in accordance with the Planning Permission 22/2517/VARY. In the event the lease between Yarm Rugby Club and the School should cease the School agree to make every effort to secure the continued operation of the Sports Facilities for Community Use in accordance with the terms of this agreement.

## **10. Authority**

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

## **11. No Variations**

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

## **12. 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.

## **13. 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.

**14. 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.

**15. 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.

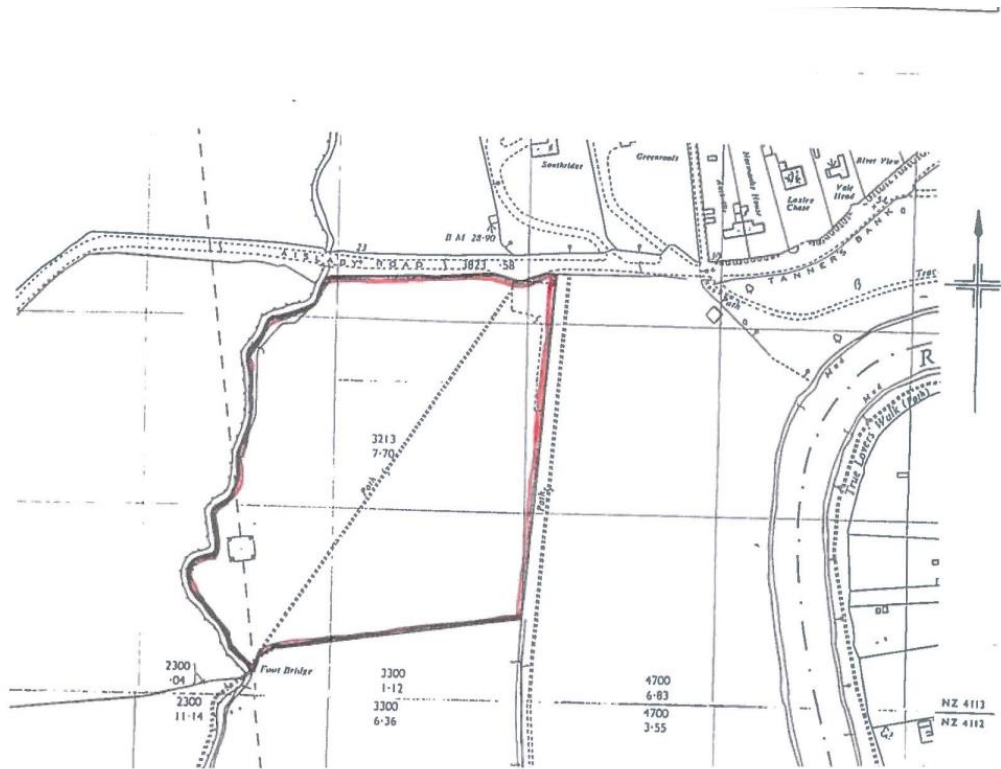
**16. Governing Law and Jurisdiction**

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 edged red on the attached plan(s)):-



## 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 :	5.00pm to 8.30pm
	Sat :	2.00pm to 8.30pm
	Sun :	9.00am to 8.30pm

##### SCHOOL HOLIDAYS

Community Use	Mon - Fri :	9.00am-8.30pm
	Sat :	9.00am to 8.30pm
	Sun :	9.00am to 8.30pm

- 2.1 In addition, the sports facilities may be offered during school core times when available and in accordance with the conditions of the Development.

#### 3. Pricing

- 3.1 The School are looking to provide community access to Yarm Rugby Club through a formal lease agreement and a peppercorn rent.
- 3.2 Should that formal agreement end, 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 Stockton-on-Tees Borough.

Benchmarked Pricing		Astro Turf pitch (per hr)
Northshore		60
Grangefield		70
Conyers		75

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

4.1 The agreed booking arrangements shall operate as follows:-

Yarm Rugby Club shall be responsible for booking and management of the facilities in line with the planning approval and any terms of lease arrangement with the school.

4.2 Should the formal lease agreement with the school and Yarm Rugby Club cease, responsibility for the booking and management of the facilities in line with the planning approval shall revert to the School.

#### **5. Parking Arrangements**

5.1 The main car park to be installed as a requirement through condition 2 of development approved (plan number 2819 AL(0) 100 YS) will be laid out by the Operator prior to the community use becoming operational. The car park will comprise of 97 car parking spaces which shall be available to park for community users accessing the playing pitches.

### **Schedule 3**

Management Committee<sup>1</sup>

Terms of Reference and Constitution

#### **1. Purpose**

- (a) The Management committee will consist of a least one representative of Yarm School and Yarm Rugby Club to monitor progress against agreed aims and targets: programming, usage and financial and to provide regular reports for the stakeholders of the school on those topics.
- (b) To decide on policy issues e.g. pricing, the framework of sports programmes and staffing.
- (c) To ensure effective partnership working between the organisations involved in school community use.
- (d) To determine strategies for future developments at the School and timetables for their implementation.

#### **2. Operation**

- (a) The committee will convene at least once per annum. Additional meetings will be held as considered necessary by a simple majority of members.
- (b) Whilst the School has full authority for any decisions they must adhere to the policy framework established by the full committee.
- (c) Day to day operation will be the responsibility of Yarm Rugby Club.
- (d) Sub-groups/committees may be formed by the Management Committee if considered necessary or desirable.

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<sup>1</sup> Delete Schedule 3 if a Management Committee is not required.

### **3. Reporting**

- (a) A formal annual report, as set out in schedule 8 of this agreement, will be issued to cover policy, financial and sports development matters.

**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 and Landowner

Signed by .....

Duly authorised by Yarm Rugby Club

Signed by .....

Duly authorised by the Council