

*[This document is intended to be a basic template for drawing up a formal community use agreement. It, therefore, should be amended accordingly to reflect the context that it is being used in]*

Date: 25/03/2024

**Collegiate School**

**Bristol City Council**

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

In connection with Planning Permission  
23/01672/F

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DATE

25<sup>th</sup> March 2024

Parties

- (1) **COLLEGIATE SCHOOL** of Bell Hill, Bristol, BS16 1BJ (“the **School**”)
- (2) **BRISTOL CITY COUNCIL** of City Hall, College Green, Bristol, BS1 5UY (“the **Council**”)

## 1. Recitals

- 1.1 Planning Permission was granted by the Council for the Development subject to conditions. Condition 2 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 will be managed.
- 1.2 The parties wish to enter into this Agreement in order to make the Hockey Pitch at the 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 Condition 2.
- 1.3 The School is the owner of the School Premises and is responsible for their use.
- 1.4 The Council has responsibility for the provision of sports facilities in Bristol 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.

## 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.

**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 [23/01672/F] granted by the Council on 31 <sup>st</sup> October 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 0830 to 1800 Mondays to Fridays and 0900 to 1700 Saturdays during term time as defined in Schedule 2 to this Agreement
<b>School Premises</b>	means the land and buildings comprising Collegiate 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;

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 where appropriate, and where suitable safeguarding measures can be enforced.

#### **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 local participation targets for sporting and physical activity. The School shall work with Bristol City Council 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. Financial Matters**

7.1 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:

7.1.1 contribute to a contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facilities.

7.1.2 increase the use of the Sports Facilities by any Priority Groups by staging special promotions or by offering discounted rates of hire; [*where appropriate*]

7.1.3 improve and increase the stock of sports equipment for use in connection with the Sports Facilities. [*where required*]

#### **8. Monitoring and Review**

8.1 3 months prior to the date on which the Review Committee produces its annual report the School shall make available to the Review Committee details of all usage, bookings, 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;

marketing;

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. Proposed changes to the operation of the pitch will be all members of the Review Committee for comment ahead of changes being made.

8.4 The School shall 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.

8.6 The School shall not materially reduce the level of community access to the Sports Facilities required by Condition 2 of the Planning Permission without the prior written approval of the local planning authority following consultation with Sport England.

## **9. 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.

**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)):-

Hockey Pitch

Warm Up Pitch

2 disabled car parking spaces, 80 car spaces

2. The ancillary facilities to be made available for Community Use shall comprise the following (as shown edged red on the attached plan(s)):-

Toilets

Changing Rooms



## 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 :	1830 - 2100
	Sun :	09:00 – 17:00

##### SCHOOL HOLIDAYS

Community Use	Mon - Fri :	09:00 - 21:00
	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. Prices shall be no greater than for similar local authority run facilities in Bristol.

- a. *Hockey Pitch: £75 per hour*
- b. *Hockey Pitch with floodlights: £85 per hour*
- c. *Warm Up Pitch: £25 per hour*

#### 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:-

The school has information on the website and any enquires go to a dedicated email address. A booking form is sent out and this is returned with the required information. The schools safeguarding policy is then sent out with a supplemental

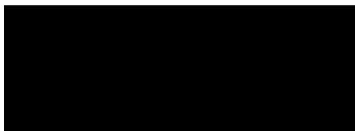
letter. The supplemental letter is signed and returned with a copy of the clubs/org's safeguarding policy. Providing the policy is compliant, the booking can go ahead.

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

- 5.1 80 car parking spaces shall be available to park for community users.

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

Signed by



Simon Crossman

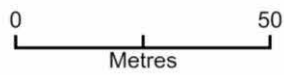
Duly authorised by the School

Signed by .....

Duly authorised by the Council



### Collegiate School Hockey Pitch



Plan Produced for: Collegiate School  
Date Produced: 15 Aug 2023  
Plan Reference Number: TQRQM23227085312082  
Scale: 1:1250 @ A4

