

**Agreement in relation to
arrangements for community use of
sports facilities at The Cowplain
School**

In connection with Planning Permission

APP/22/00837

Date: 19th April 2024

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DATE

19th April 2024

- (1) THE COWPLAIN SCHOOL, HART PLAIN AVENUE, COWPLAIN,
WATERLOOVILLE, HAMPSHIRE PO8 8RY

("the School")

- (2) HAVANT BOROUGH COUNCIL, PUBLIC SERVICES PLAZA, CIVIC CENTRE
RD, HAVANT PO9 2AX

1. Recitals

- 1.1 Planning Permission is granted by the *Council* for the Development subject to conditions. Condition 7 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 condition wording reads
- "Prior to commencement of the care home development hereby permitted, a community use agreement to be prepared in consultation with Sport England shall be submitted to and approved in writing with the Local Planning Authority, and a copy of the completed approved agreement must be provided to the Local Planning Authority. The agreement shall apply to the school's sports and ancillary facilities and include details of pricing policy, hours of use, access by non-educational establishment users, management responsibilities and a mechanism for review. The school's sports facilities and associated ancillary facilities shall be made available for community use in strict compliance with the approved agreement."
- 1.3 The parties wish to enter into this Agreement in order to make the outdoor Sports Facilities 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 7.
- 1.4 The School is the owner of the School Premises and is responsible for their use.
- 1.5 The Council has responsibility for the provision of sports facilities in the Havant 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.

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 and for casual use.

Casual Use

means availability for any individual(s) or groups to book the Sports Facilities up to 3 days in advance for use on a pay-as-you-play basis, where space is available

Development

means the Erection of a 64 bed care home (within Use Class C2) and 6No. dwellings (within Use Class C3) with associated works including access, parking and landscaping for which Planning Permission has been granted

Sports Facilities

means the sports facilities identified in Schedule 1 to this Agreement forming part of the School Premises

Management Committee

means the management committee as defined in clause [6.1] of this Agreement

Parties

means the parties to this Agreement

Planning Permission

means planning permission (reference APP/22/00837) granted by the Council on 10th January 2024.

Priority Groups

means those groups identified by the Parties as being under represented for the particular activity engaged in

Review Committee

means representatives of each of the Parties to this Agreement or their nominees

School Core Times

means 8.00 – 17.00 Mondays to Fridays during term time as defined in Schedule 2 to this Agreement

School Premises

means the land and buildings comprising The Cowplain School, Hart Plain Avenue, Waterlooville

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

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 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

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

7.1 A Management Committee will be established within 3 months of the date of this Agreement to develop Community Use of the Sports Facilities in accordance with the terms of reference and constitution of Schedule 3 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) Representative from the community/ user groups if possible/applicable

7.3 Under these terms of reference, the Management Committee will, in accordance with this Agreement, seek to establish a practical policy framework for the management and operation of the Sports Facilities during agreed periods of Community Use. This framework should seek to enable:

- (a) a policy of affordable pricing to assist in the achievement of the aims of this Agreement. The policy will ensure that prices shall be no greater than similar local authority run facilities in the area;
- (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;

- (e) an appropriate marketing strategy for the marketing of the Sports Facilities for Community Use.

7.4 The School will be responsible for the Sports Facilities and shall:-

- (a) resource, control and routinely ensure the maintenance of the Sports Facilities in a manner that will allow achievement of the agreed aims, and
- (b) make the Sports Facilities available on the occasions and times specified in Schedule 2:
- (c) as far as possible, ensure provision of heat, light and water and such other amenities as required for the Sports Facilities and their intended use;
- (d) 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;
- (e) cover the cost of gas, fuel, oil, electricity, water, rates and taxes that may be attributable to the use of the Sports Facilities.

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 community and school provision.
- 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. where required

9. Monitoring and Review

9.1 1 month 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.

9.2 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.

9.3 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.

9.4 The School shall implement all reasonable recommendations of the Review Committee as soon as reasonably practicable.

9.5 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.

9.6 The School shall not materially reduce the level of community access to the Sports Facilities required by Condition 7 of the Planning Permission without the prior written approval of the local planning authority following consultation with Sport England.

10. Duration of Agreement

This Agreement shall operate for as long as the School Facilities are provided in accordance with the Planning Permission. After that period the agreement shall be reviewed and can be amended by either party. 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

The Sports Facilities to be made available for Community Use shall comprise the following (as shown on the attached plan overleaf ref 4528-VST-XX-ZZ-DR-A-0530P03):-



PLANNING
vestar*
architecture • design

[illegible]

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FRONTIER

702.207
 and at Cooper Community School
 1st Floor, Room 20
 702.207
 702.207

DAVID L. B. LEE

4328-VET-XX-ZZ-5R-A-0530	RECEIVED	DATE	4/2/88
4328-VET-XX-ZZ-5R-A-0530	RECEIVED	DATE	4/2/88

4528-VGT-XX-ZZ-DR-A-0530	P03	83
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Schedule 2

Arrangements for Community Use

1. Users

- 1.1 The Sports Facilities identified in Schedule 1 shall be made available for Community Use once the drainage works have been completed and the grass pitches are ready for such use

2. Hours of Access

TERM-TIME

Community Use	Mon - Fri :	17.00 – 21.30
	Sat :	10.00 – 17.30
	Sun :	10.00 – 17.30

SCHOOL HOLIDAYS

Community Use	Mon - Fri :	10.00 – 21.30
	Sat :	10.00 – 17.30
	Sun :	10.00 – 17.30

Subject to the School providing appropriate justification to the management committee, the School may restrict the use of Sports Facilities to protect them to fit in with the school requirements or to reflect staffing shortages or obligations.

The above access excludes Bank Holidays and school closure for one week at Christmas.

3. Pricing

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 Havant. Prices will be reviewed annually and may be subject to change in line with the current rate of inflation.

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:-
- 4.3 Bookings can be made via Linda Turner, Community Manager – 023 9224 2870 or L.turner@cowplainschool.co.uk
- 4.4 The Management Committee to finalise booking arrangements after the first management meeting

5. Parking Arrangements (if applicable)

- 5.1 The school's car parking spaces shall be available to park for community users.

Schedule 3

Management Committee

Terms of Reference and Constitution

Purpose

- (a) 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.

6. Officers

The Chair shall have the following roles;

- Role of Chair:
 - To direct and control the 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 school financial year (September to August) 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.

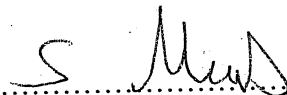
7. Operation

- (a) The full committee will convene at least twice per annum. Additional meetings will be held as considered necessary by a simple majority of members.
- (b) The School will resolve day to day issues. 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 the School.
- (d) Sub-groups/committees may be formed by the Management Committee if considered necessary or desirable.

8. Reporting

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

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

Signed by *Patrick lee*

Duly authorised by the Council