

Date: 1st September 2021

CHS South (Prospere Learning Trust)

**451 Mauldeth Road West
Manchester,
M21 7SX**

Manchester City Council

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

CHS South
451 Mauldeth Road West,
Manchester,
M21 7SX

In connection with Planning Permission
124685/FO/2019

Contents

No	Heading	Page
1.	Parties	2
2.	Recitals	3
3.	Definitions and Interpretation	3
4.	Aims	4
5.	Objectives	5
6.	Marketing and Promotion	6
7.	Management	6
8.	Financial Matters	7
9.	Monitoring and Review	7
10.	Terms of Use	8
11.	Duration of Agreement	8
12.	Authority	9
13.	No Variations	9
14.	No Agency	9
15.	Severability	9
16.	Waiver	9
17.	Non-Assignability	9
18.	Governing Law and Jurisdiction	9
	Schedule 1 Sports Facilities and Hours of Use	10
	Schedule 2 Arrangements for Community Use	11
	Schedule 3 Community Use Policy	15

1. Parties

- (1) **CHS SOUTH (Prosper Learning Trust)** of 451 Mauldeth Road West, Manchester, M21 7SX (“the **School**”),
- (2) **MANCHESTER CITY COUNCIL** of Town Hall, Manchester, M2 5DB (“the **Council**”)

2. Recitals

Planning Permission was granted by the Council for the development subject to conditions. Condition 16 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 and/or the wider school site will be managed.

The Parties wish to enter into this Agreement to make the Sports Facilities 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 16.

The Trust is the owner of the school premises and the School is responsible for their use.

The Council has responsibility for the provision of sports facilities in the Manchester 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.

It is agreed between the parties that the school premises (including the Sports Facilities) have been constructed for the delivery of education and the use of the Sports Facilities by the School for educational and extra-curricular activity shall take priority over any community use.

3. Definitions and Interpretation

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

Club Bookings	bookings with a named, established, or affiliated club with an agreed arrangement with the school.
----------------------	--

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 one day in advance for use on a pay-as-you-play basis, where space is available.
Low Income	in receipt of Unemployment Benefit or Income Support
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.
Planning Permission	means planning permission (reference 124685/FO/2019) granted by the Council on 15 th November 2019.
Priority Groups	means those groups identified by the Parties as being under-represented for the particular activity engaged in.
Review Panel	means representatives of each of the Parties to this Agreement or their nominees.
School Core Times	means 6.30am – 5.30pm Mondays to Fridays during term time as defined in Schedule 2 to this Agreement.
School Premises	means the land and buildings comprising CHS South.

4. Aims

The Parties agree to support development and use of the Sports Facilities to pursue the following aims:

- Increasing and improving the quality of community activities for the pupils of the School in curricular and extracurricular activities.

- Providing opportunities for the local community and sports organisations to participate in community activities, particularly where low participation groups are involved.
- 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 dropout 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 and those with low income.
- 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.

5. Objectives:

In accordance with the above aims the Parties agree to the following objectives:

- To make the Sports Facilities of the School available for Community Use in accordance with the provisions of Schedule 2 to this Agreement but this will not be offered during School Core Times.
- To work to promote and establish a range of development activities, at times which best suit target groups.
- To seek to maintain a balanced programme of use that satisfies the School needs and provides for as wider range of community provision as possible.
- To provide facilities at a cost to the user which is in line with local norms for other facilities under the control of the Council or other schools who are subject to an agreement involving the Council.
- To provide an easy and accessible booking arrangement for Casual Use and block booking, this system to be reviewed on an annual basis.
- To ensure equal opportunities of access.

6. Marketing and Promotion

The School will be responsible for marketing and promoting the Community Use of the Sports Facilities in accordance with the agreed aims and objectives. A marketing strategy will be prepared, 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 pupils 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 Community Use Policy 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

The School endeavours to ensure that the costs of operating Community Use at the Sports Facilities will be fully self-financing without impact or financial support from the School's budget.

The School will also endeavour to:

- create and maintain a contingency or 'sinking fund' for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facilities.
- increase the use of the Sports Facilities by any priority groups by staging special promotions or by offering discounted rates of hire.
- 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
- 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 the 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.

The School shall not materially reduce the level of community access to the Sports Facilities required by Condition 16 of the Planning Permission without the prior written approval of the local planning authority following consultation with Sport England.

10. Terms of Use

Where a specific agreement is set up with an anchor club, or block booking, the club will be required to agree to:

- Ensure proper supervision of any activities taking place, with appropriately qualified and trained staff and a secure environment.
- Have in place the correct insurance, policies, procedures that are required legally and under the terms of a club's membership of an accredited body or association.
- Have comprehensive safeguarding policies and procedures.
- Not undertake any activities that in the view of the Trust conflict with the ethos of the School or the Trust.
- Operate in line with the School's Community Use Policy at all times.

11. 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.

12. Authority

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

13. No Variations

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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 : Sports Facilities and Hours of Use

1. The internal facilities to be made available for Community Use consist of changing areas, a Dance Studio, and a Sports Hall.
2. The outdoor facilities to be made available for Community Use consist of a 2G Artificial Pitch and 4 x Multi Use Games Areas.
3. The school core hours are 06:30 – 17:30 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.

Schedule 2 Arrangements for Community Use

1. Users

1.1 The Sports Facilities shall be made available for Community Use. The current partner / anchor clubs are: *(To be completed once operational)*

(a) XXXX

(b) XXXX

(c) XXXX

(d) XXXX

2. Hours of Access

The School would like to make the Sports facilities available for Community Use as outlined below, subject to approval by the Planning Authority.

TERM-TIME: (As identified on the School's website)

Day of the week	Community Use
Monday	17:00 – 21:00
Tuesday	17:00 – 21:00
Wednesday	17:00 – 21:00
Thursday	17:00 – 21:00
Friday	17:00 – 21:00
Saturday	09:00 – 18:00
Sunday (& Bank Holidays)	09:00 – 16:00

SCHOOL HOLIDAYS:

Day of the week	Community Use
Monday	09:00 – 21:00
Tuesday	09:00 – 21:00
Wednesday	09:00 – 21:00
Thursday	09:00 – 21:00
Friday	09:00 – 21:00
Saturday	09:00 – 18:00
Sunday (& Bank Holidays)	09:00 – 16:00

We could not guarantee to operate the full ‘Community Use’ schedule immediately upon opening in September 2021 but would build a schedule within the above parameters subject to the interest and requirements of local community users.

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 benchmarked against similar local authority run facilities in Manchester.

3.2 Provisional Booking Fees 01 September 2021 to 31 August 2022.

Facility	Booking option	Hourly Charge (Excl VAT)	Hourly charge (Incl VAT)
All Weather Pitch	Half Pitch	£40.00	£48.00
All Weather Pitch	Full Pitch	£75.00	£90.00
Sports Hall	Badminton Court	£15.00	£18.00
Sports Hall	Full Sports Hall	£40.00	£48.00
Theatre	Full Theatre	£40.00	£48.00
Tarmac Pitch (MUGA)	Full Tarmac Pitch	£20.00	£24.00
Dance Studio	Full Dance Studio	£30.00	£36.00
Drama Studio	Full Drama Studio	£22.00	£26.40
Dining Room	Full Dining Hall	£25.00	£30.00
Specialist Classroom - ICT Suite	Full IT Suite	£20.00	£24.00
Specialist Classroom - Cooking Room	Full Cookery Room	£20.00	£24.00
Specialist Classroom	Full Classroom	£20.00	£24.00

3.3 *The School’s community partners may secure discounted rates subject to approval from the Headteacher / Governing Body.*

4. Booking arrangements

- 4.1 An easy and accessible advance booking arrangement for Block and Club bookings will be established for hire of the Sports Facilities using a standard booking form. These procedures will be available in writing and online once an initial enquiry is made by the external users.

5. Parking Arrangements

- 5.1 Car parking spaces shall be available to community users. There are 75 standard parking spaces at the front of the School, which include 4 accessible spaces.
- 5.2 There is a facility to accommodate coach 'drop off' and 'pick-up' at the front of school.

6. Access

- 6.1 Access is only available through the Community Use entrance of the school. To meet safeguarding requirements, all users will be required to sign in at reception on arrival. Upon departure, users will be required to sign out from reception.

Schedule 3 Community Use Policy (Draft)

September 2021

CHS South Policy Document



CHS South

Draft Community Use Policy

Ref: B006

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]