

Date:

The School - Dixons Newall Green Academy and

The Trust - Dixons Multi Academy Trust

Manchester Active

Manchester Football Association

**Agreement in relation to arrangements for
community use of sports facilities at Dixons
Newall Green Academy School**

In connection with Planning Permission
139598/JO/2024

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- (1) **Dixons Newall Green Academy** Greenbrow Road Wythenshawe Manchester M23 2SX (“the **School**”) and **Dixons Multi Academy Trust** Ripley Street Bradford BD5 7RR (“the **Trust**”)
- (2)
- (3)
- (4) **Manchester Active** c/o House of Sport Manchester, Etihad Campus, Gate 13, Rowsley Street, Manchester M11 3FF
- (5) **Manchester Football Association** c/o House of Sport Manchester, Etihad Campus, Gate 13, Rowsley Street, Manchester M11 3FF

1. Recitals

- 1.1 Planning Permission was granted by the Manchester City Council for the Development subject to conditions. Condition 12 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 Sports Facilities at the Development, available (except when their use is reasonably required: (a) by the School for curriculum purposes or student extracurricular enrichment activities or (b) activity in relation to a recognised national or regional sporting body affiliated to the School) for use by the local community in compliance with the terms of this Agreement and Condition 12.
- 1.3 This Agreement is subject to the overarching principle that the School and Trust’s primary purpose is to provide education (in the best, safe environment for its students) and will seek to achieve the aims of this agreement but not in conflict with or at the expense of this primary purpose or educational and school operations, including but not limited to: safeguarding, the school’s educational and operational budget, extra-curricular and student enrichment activities (which may be outside school core hours).
- 1.4 The School is the leasehold owner of the School Premises and is responsible for their use.

- 1.5 Manchester Active has responsibility promoting community participation in sports in the local area through provision of sports facilities in the area for use by and for the benefit of the community and is desirous of entering into this Agreement in furtherance of that responsibility
- 1.6 The Department for Education as landowner is the freehold owner of the School and has separately granted approval to provision of community access to the Sports Facilities which is acceptable and has indicated they do not need to be formal signatories to this agreement.
- 1.7 .
- 1.8 Manchester Football Association is the relevant regional branch of the recognised national sporting body

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 pre-book the Sports Facilities for use on a pay-as-you-play basis, where space is available
Development	means Dixons Newall Green Academy 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 7 of this Agreement
Parties	means the parties to this Agreement
Planning Permission	means planning permission (reference [139598/JO/2024 granted by the Manchester City Council on [date]

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 8.00am to 5.30pm Mondays to Fridays during term time as defined in Schedule 2 to this Agreement
School Premises	means the land and buildings comprising Dixons Newall Green Academy

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, including 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 and in line with the School and Trust's values;
- To provide affordable access to the facilities and to be self-financing in terms of community use, including but not limited to costs of management, marketing and promotion, energy, maintenance and lifecycle renewal

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 provided that this should not impede, restrict or conflict with the sustainable delivery of education or extra-curricular enrichment to the pupils at the School.

5. Targets for Community Use

The School shall use reasonable endeavours to help achieve community use targets in line with appropriate sports development strategies, including making a contribution to Manchester's local participation targets for sporting and physical activity. The School shall work with the resources and support of Manchester Active and other stakeholders as appropriate 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 or at such other intervals as they consider are reasonable and appropriate, consulting collaboratively with Manchester Active and/or other stakeholders.

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 and Trust
- (b) Manchester Active
- (c) Manchester Football Association
- (d) Any lettings management provider used by the school

- (e) If nominated by the School, representatives from recognised national or regional sporting bodies affiliated to the School and/or the school's lettings management provider.

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 will 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 benchmarked against similar and local authority run facilities in the area, subject to prices being set at an appropriate sustainable level such that individual facilities do not operate at an ongoing net loss and require cross-subsidy (for instance due to high energy costs) between them. ;
- (b) the promotion and forward planning of development activities, where reasonably possible and practicable at times which best suit the target groups;
- (c) equal opportunities of access;
- (d) easy and accessible booking arrangement for Casual Use and block booking, this system to be reviewed on an annual basis and which will include a cancellation policy;
- (e) an appropriate marketing strategy for the marketing of the Sports Facilities for Community Use
- (f) at the request of the School management by either a suitable and experienced lettings management provider or specific use of its internal staff.

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 subject to them not being required by the school or for maintenance, or in circumstances (such as poor weather or unsafe ground conditions) where the school has reasonable community safety or safeguarding concerns regarding community use.

- (c) ensure provision of heat, light and water and such other amenities as reasonably 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;

8. Financial Matters

- 8.1 The parties recognise and agree that the use and management of the facilities under this agreement shall be self-financing and shall not represent any financial burden to the school which will require net additional funding from the school's educational/operating budget over and above its normal operations for educational (including extracurricular enrichment) purposes
- 8.2 Any surplus will be utilised to:
 - 8.2.1 contribute to a contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facilities.
 - 8.2.2 Help promote use of the Sports Facilities by any Priority Groups by staging special promotions or by offering discounted rates of hire;
 - 8.2.3 maintain, cyclically replace and where the School considers reasonable and necessary improve and increase the stock of sports equipment for use in connection with the Sports Facilities.
 - 8.2.4 contribute to providing wider educational improvement, facilities or equipment the school considers beneficial for its students.

9. Monitoring and Review

- 9.1 One 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 management 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 and sustainability of the Sports Facilities
 - maintenance, repairs and lifecycle or other replacement
 - management issues including any issues pertinent to the local community (providing a suitable forum or means of engagement for local community clubs to make representations which will be considered by the committee).
- 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 and its management can be sustainably further developed and improved.
- 9.4 The School shall seek to implement all reasonable recommendations of the Review Committee when reasonably practicable and affordable, subject to student education always taking priority.
- 9.5 In the event any significant changes are proposed to this Agreement including as a consequence of any annual review then written approval of each Party to this Agreement shall be required but always subject to the overarching principle of the school and Trust's approval being required reflecting their primary purpose of providing education which (including school buildings, facilities and environment) should not be negatively affected by any Community Use activity or proposals.
- 9.6 The School shall not materially reduce the level of community access to the Sports Facilities required by Condition 12 of the Planning Permission without the prior written approval of the local planning authority following consultation with Sport England. However, either as part of such reviews or ongoing operations, if the use of part or all the Sports Facilities becomes unviable due to unsustainable costs, poor weather or factors outside the reasonable control of the Trust such as persistent vandalism and linked safety risk (such as sharps on the playing field or potentially dangerous other damage due to vandalism), the School acting reasonably shall have the right to close that part or all the Sports Facilities temporarily or permanently if and until such factors cease or can be sustainably managed or addressed by the Trust and School supported by Manchester Active and/or wider stakeholders and /or enforced by authorities such as the police or Manchester City Council.

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.

18. Dispute Resolution

If the parties are in dispute the following process will apply;

The Parties in dispute will seek to agree a way forward without any further intervention

If no agreement can be reached then the Parties in dispute agree to jointly appoint a third party to undertake the following actions: Undertake mediation and facilitate agreement between the parties on the way forward.

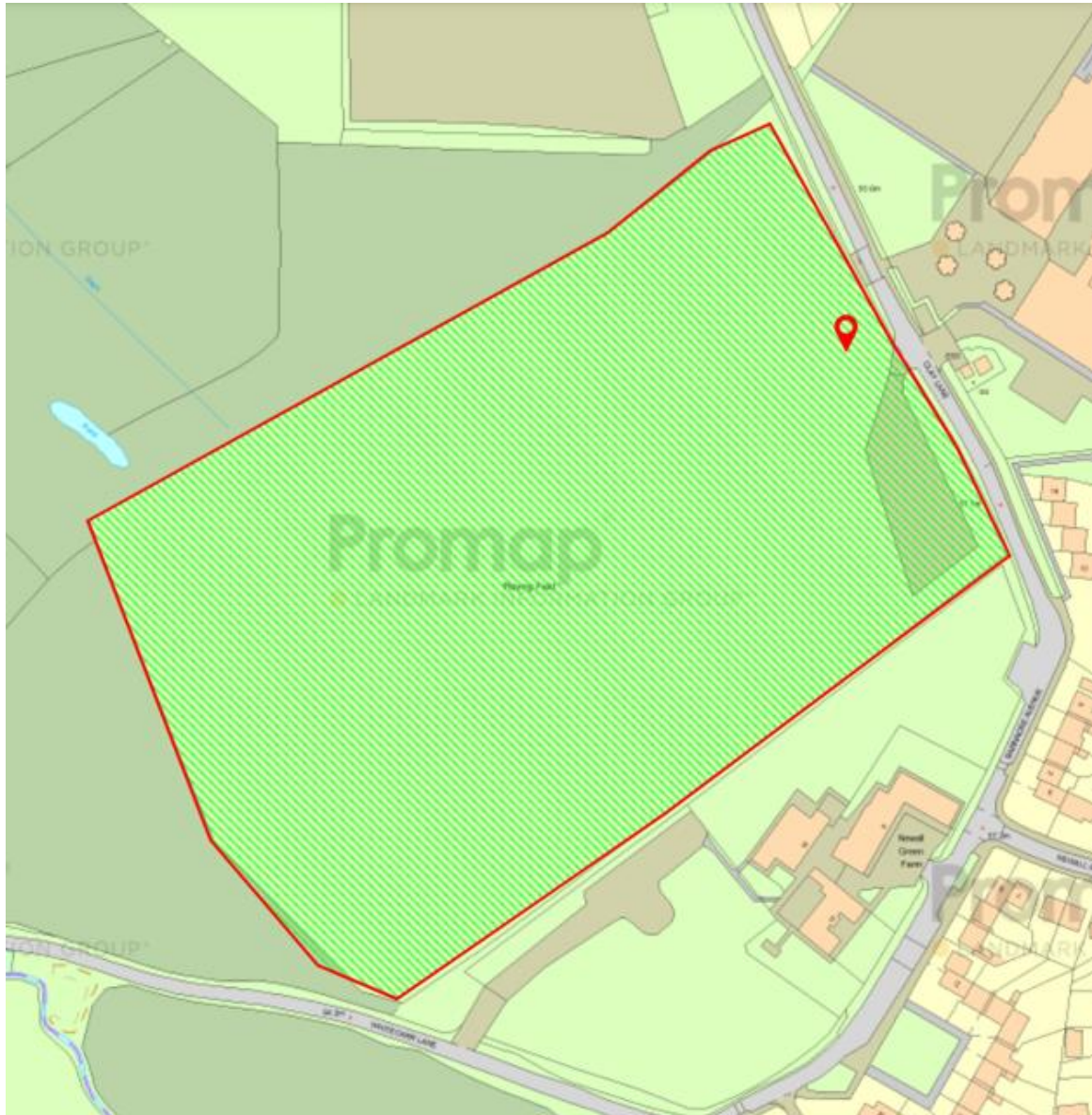
If no agreement is reached then the third party will determine the most appropriate way forward to deliver the objectives and terms of this Agreement. The Parties in dispute agree to be bound by the third party decision.

If the Parties cannot agree on which third party to appoint then an independent third party will be appointed by the Local Government Association or any subsequent body.

All Parties in dispute will share the costs for the third party equally unless otherwise agreed in writing between the parties.

Schedule 1

1. The outdoor sports areas and facilities to be made available for Community Use shall comprise an external full size illuminated (250 lumens) 3G pitch along with non-illuminated grass playing field pitches all as shown on the plans below



2. The indoor sports areas and facilities (together with any ancillary facilities) to be made available for Community Use shall comprise: Internal changing areas, sports hall and toilet facilities (as shown on the attached plan below)

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 :	5.30pm-10.00pm
	Sat :	8.00am-10.00pm
	Sun :	8.00am-10.00pm

SCHOOL HOLIDAYS

Community Use	Mon - Fri :	8.00am-10.00pm
	Sat :	8.00am-10.00pm
	Sun :	8.00am-10.00pm

Acting reasonably, the School may restrict the use of grassed sports areas seasonally to reflect reduced daylight hours, for urgent safety or safeguarding reasons, or to protect them to fit in with the school requirements

Facilities will not be available on Christmas Day or Boxing Day, and the school may designate other occasional additional non available dates, for example: on public holidays, for maintenance, for other specific events or due to weather or ground conditions. In doing so the school will seek to act reasonably to take into account current and regular bookings as far as practicable.

The School may restrict use of the Sports Facilities to protect them or ensure the safeguarding of students and safety of staff, or to fit in with the School needs and curriculum requirements. In exceptional circumstances this may require banning certain users or groups from using School facilities altogether where they do not respect reasonable usage conditions by the School or lettings management provider.

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 and local authority run facilities in the local community area subject to prices being set at an appropriate sustainable level such that individual facilities do not operate at an ongoing net loss and require excessive cross-subsidy (for instance due to high energy costs)

3.2 At the commencement of this agreement pricing will be as follows:

3.2.1 3G full pitch - £110/full hour, £65/half hour.

Hiring of half or quarters of the 3G pitch consistent with maximising usage and income:

3G half pitch £65/full hour, 3G quarter pitch £38/full hour (minimum hire 1 hour)

3G pitch will be illuminated during seasonal darker evenings

3.2.2 3G pitch fixtures (match play): 2 hours @ £55/hour

3.2.3 Sports Hall - £45 / hour

3.2.4 Grass pitches - £25/hour (non-illuminated), fixtures are 2 hours.

4. Booking arrangements

4.1 An easy and accessible advance on-line or other booking arrangement for Casual Use and block bookings shall be established for hire of the Sports Facilities. using a standard booking form.

5. Parking Arrangements (if applicable)

Parking spaces will be available in the main school staff car park and will include spaces for charging electric vehicles (EVs). The School may make reasonable charges use of EV chargers. Management such as: ensuring safety of community users or preventing mis-use of the car park will form part of the overall financial management of the sports facilities.

Schedule 3

Management Committee

Terms of Reference and Constitution

1. Purpose

- (a) To monitor progress against agreed aims and targets: programming, usage and financial and to provide regular updates or 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 management o.
- (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. Officers

The Chair shall have the following roles;

- Role of Chair:
 - To ensure that the work of the committee fully reflects the overarching principles of the school's providing education priority over the Sports Facilities and ensuring that Community Use does not result in net cost to the school's core educational and operational budget or unreasonably burden school management or other staff.
 - 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 financial year (April to March) and will serve for one full year.

- Role of Secretary:

- To compile and maintain minutes or other appropriate records of all meetings.
- To compile and issue agendas for meetings in timely fashion.
- To take care of all communications to and from the committee.

The school shall be entitled to have appropriate school and trust representatives on the committee to include a representative from any external lettings management provider used by the school to manage community Use.

3. Operation

- (a) The full committee will convene at least annually. Additional meetings will be held as considered necessary by a simple majority of members or at the request of the School.
- (b) The School will resolve day to day issues. Whilst the School has full authority for any decisions they will seek to adhere to the policy framework established by the full committee whilst acting reasonably in the relevant circumstances.
- (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.

4. Reporting

- (a) Minutes or other appropriate records 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 Date.....

Duly authorised by the School and Trust

Signed by Date.....

Duly authorised by Manchester Active

[Signed by Date.....

Duly authorised by the Manchester Football Association

[Insert execution clause for the School and Trust]

[Insert execution clause for Manchester Active]

[Insert execution clause for the Manchester Football Association]