Dated: [TBA]

STAR ACADEMIES (1)

and

MANCHESTER CITY COUNCIL (2)

and

MANCHESTER ACTIVE (3)

Agreement in relation to arrangements for community use of sports facilities at Star Academies 'The Olive School Manchester'

In connection with:

Planning Permission **135936/FO/2023 dated 3 August 2023**

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DATE:

(1) **STAR ACADEMIES** registered with company number: 07353849 whose registered office address is situated at Star Academies, Shadsworth Road, Blackburn, Lancashire, England, BB1 2HT ("the **Trust**")

(2) **MANCHESTER CITY COUNCIL** at Manchester Town Hall, Albert Square, Manchester, M60 2LA ("the **Council**")

(3) **MANCHESTER ACTIVE** of House of Sport Manchester, Etihad Campus, Gate 13, Rowsley Street, Manchester M11 3FF ("Manchester Active")

1. Recitals

1.1 Planning Permission was granted by the Council for the Development subject to conditions. Conditions 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.

1.2 The parties wish to enter into this Agreement in order to make the outdoor Sports Facilities set out in Schedule 1, at the Development and/or the wider 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 Conditions of the Planning Permission.

1.3 The Trust 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 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 and as the local planning authority in respect of the Development.

1.5 Manchester Active, the Active Partnership (GM Moving) and the National Governing Bodies of Sport supports and promotes community participation in sports in the local area.

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.
Community Use Hours	means the times specified within Schedule 2 of this Agreement.
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 new build primary school 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 [7.1] of this Agreement.
Parties	means the parties to this Agreement
Planning Permission	means planning permission (reference **135936/FO/2023)** granted by the Council on 3 August 2023
Priority Groups	means those groups identified by the Parties as being underrepresented for the particular activity engaged in
School	The Olive School Manchester 151 Heywood Street Manchester M8 0DF
School Core Times	means 8:00 am to 4:30 pm Mondays to Fridays during term time as defined in Schedule 2 to this Agreement
School Premises	means the land and buildings comprising the 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, policy EN 10 of the Manchester City Council Core Strategy and the National Planning Policy Framework;

- 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 primary school 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;

- To provide affordable access to the facilities; and

- For the sinking fund and lifecycle and maintenance costs to be self-financing in terms of community use;

- To agree management responsibilities and a mechanism for review to secure well-managed and safe community access to school's sports and associated facilities.

4. Arrangements for Community Use

The Trust 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 Trust shall use reasonable endeavours to achieve community use targets where appropriate in line with appropriate sports development strategies, including contributing to Manchester City Council local participation targets for sporting and physical activity.

6. Marketing and Promotion

The Trust and/or third-party provider will be responsible for marketing and promoting the Sports Facilities in accordance with the agreed aims and targets. A marketing strategy may be prepared and implemented and reviewed on an annual basis.

7. Management

7.1 A Management Committee will be established by the Trust within 3 months of the date of this Agreement to develop Community Use of the Sports Facilities in accordance with the provisions of Schedule 2 to this Agreement.

7.2 Membership shall include representative(s) (or their nominee) from each of the following:-

(a) The Trust

(b) The School

(c) A representative from any third party letting agency who will be notified to the Council upon appointment

(d) Any other organisation considered appropriate by the Trust including the local Football Foundation/County FA/ MCR Active, as and when available.

7.3 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 and appropriate publication of any restrictions to the hours of use set out in Schedule 2

The Trust will provide details of the policy framework (including a pricing schedule) for the management and operation of the Sports Facilities during the agreed periods of Community Use to seek to achieve the Aims in Clause 3 within 3 months of the date of the establishment of the Management Committee.

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) 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;

(d) 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

The parties agree that the costs of operating Community Use at the Sports Facilities should be fully covered by income from such use including a fully funded contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facilities.

9. Monitoring and Mechanism for Review

Without prejudice to any other part of the agreement the School shall make available to the Management Committee once a year on request reasonable details of all usage, bookings, maintenance, and financial matters relating to the Community Use of the Sports Facilities to assist with the development thereof.

The Management 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 sinking fund and lifecycle replacement.

The Management Committee shall prepare this annual report based on the above assessment and prepare reasonable recommendations as to how Community Use of the Sports Facilities can be further developed and improved.

The School shall implement all reasonable recommendations of the Management Committee as soon as reasonably practicable provided these are self-financing and or funded other than by the School and do not prejudice any other Aims including lifecycle or sinking funds.

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.

The Trust shall not materially reduce the level of community access to the Sports Facilities required by 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 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 Trust 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. Dispute Resolution

In the case of a dispute arising out of or in connection with this agreement the Trust and the Council shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the dispute.

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

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)):-

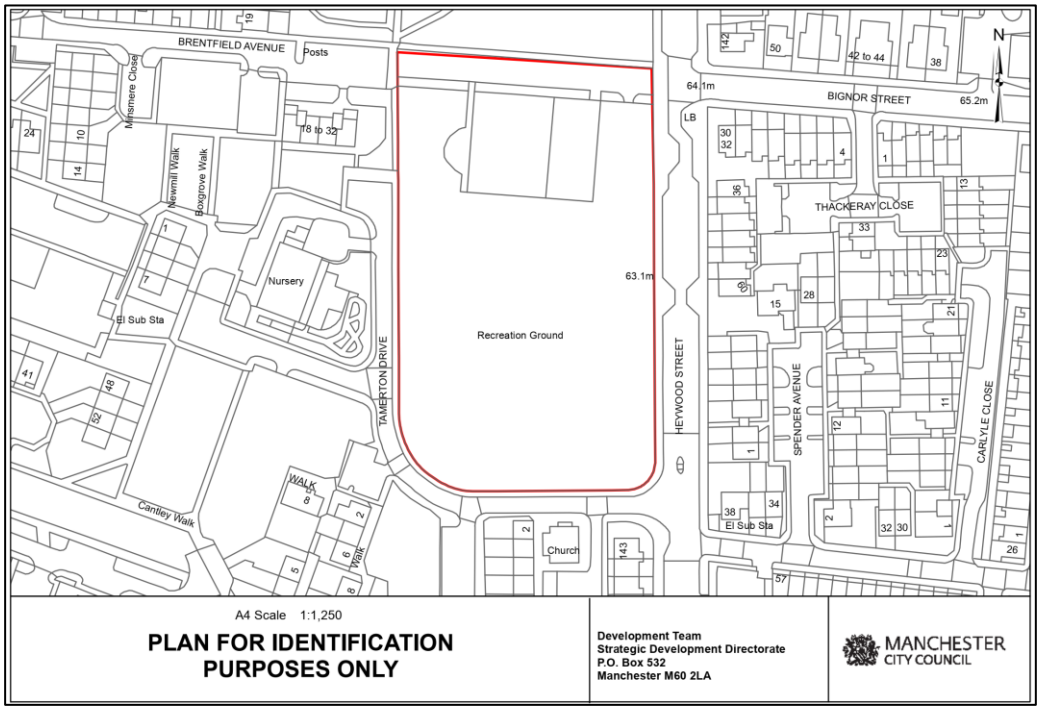
   The natural turf sports pitch and the two court MUGA area plus the cricket wicket enclosure.



2. The only indoor areas that may become part of the facilities made available by exception will be a single disabled toilet as noted below to be agreed in advance of any booking (as shown edged red on the attached plan. The door to be used for accessing the Accessible WC will be emergency doors that lead to the KS1 play area, as indicated below.



3. Location Plan of the school site.



Schedule 2

Arrangements for Community Use

1. Users

1.1 The Sports Facilities shall be made available for Community Use.

2. Hours of Access

2.1 Access will be permitted outside of school site operating and use hours only ever for evenings up to a minimum of one hour before sunset as the facilities are not floodlit, all subject to any further restricted hours imposed from time to time by the local Environmental Health officer.

2.2 The School may restrict the use of grassed sports areas to protect them to fit in with the school requirements. Any restrictions to hours of use will be publicised in accordance with clause 7.3 (e).

3. Pricing Policy

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 and that are managed under similar financial terms but will be of sufficient value to ensure maintenance requirements are covered and the arrangement continues to be self-sustaining, including any sinking funds as required.

4. Booking Arrangements

4.1 An easy and accessible advance booking arrangement for Community Use and block bookings shall be established for hire of the Sports Facilities using a standard booking form including damage protection deposits or indemnities provided by users.

4.2 This booking process will be managed by a third-party provider.

4.3 The agreed booking arrangements shall operate as follows:-

- The third party provider will provide a free to use online booking platform for users. They will also ensure an alternative option for booking is available for those who may not have access to online facilities e.g. telephone bookings.

- Community users will be able to check facilities availability and make bookings accordingly.

- All relevant payments and booking details must be provided and verified before bookings can be confirmed.

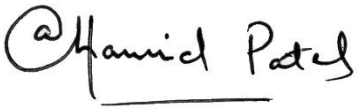
- Late cancellation requests may be subject to a cancellation fee in line with the third party providers procedures but must not be unreasonable if due notice is provided by the user.

- Long term block bookings will be preferred to establish long lasting mutually benefitting relationships between the School, third party provider and the user.

5. Parking Arrangements (if applicable)

5.1 20 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  Sir Mufti Hamid Patel CBE

Duly authorised by the Trust

Signed by ……

Duly authorised by the Council

Signed by ……

Duly authorised by the Manchester Active