

Blofield Primary School Community Use Agreement

Agreement in relation to arrangement for community use of the facilities at Blofield Primary School – issued in response to Planning Consent FUL/2022/0055 Condition 25. The Community use Agreement review committee consists of Broadland district council , Norfolk FA & Active Norfolk.

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Introduction

Planning Permission was granted by Norfolk County Council for a new school to be built in Blofield. As per Condition 25 of the Planning Permission reference FUL/2022/0055 requires that a Community Use Agreement ('the scheme') shall be submitted to the local planning authority for approval to demonstrate how community access to the Sports Facilities within the school site will be managed.

The school has prepared the Scheme in order to make the new sports facilities and selected non-sports areas available (when their use is not required by the School) for use by the local community in compliance with the Planning Permission.

The school occupies and manages the premises which is owned by Norfolk County Council and is responsible for their use.

Norfolk County Council is also the Education Area.

Recitals

The parties wish to enter into this Agreement in order to make the indoor and outdoor Sports Facilities 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 Condition 25 of planning permission FUL/2022/0055.

Broadland District Council has responsibility for the provision of sports facilities in the Blofield area for use by and for the benefit of the community and is desirous of entering into this Agreement in furtherance of that responsibility.

Norfolk County Council is the local education authority for the area and the Landowner/applicant for Planning Permission.

The School is the tenant of the School Premises and is responsible for their use

Definitions and Interpretation

In this Scheme 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 and community Facilities up to 14 days in advance for use on a pay-as-you-play basis, where space is available.

Development means building of the new Blofield Primary school for which Planning Permission FUL/2022/0055 granted by Norfolk County Council 27/07/2023.

Sports Facilities means the sports and community facilities identified in Schedule 1 to this scheme forming part of Blofield Primary School Premises

Parties means the parties to this agreement (i.e., this is a unilateral agreement)

Priority Groups means those groups identified by the Parties as being underrepresented for the particular activity engaged in, or those groups that:-

- Are organised by non-profit making or voluntary groups for children under the age of 16
- Are organised by non-profit making or voluntary groups for those over the state retirement age.
- Are organised by non-profit making or voluntary groups for disabled groups
- Offer holiday play schemes Priority groups will be reviewed annually in advance of each academic year by the review committee

Review Committee means the governing body committee charged with the oversight of the effective operation of the Community Use Agreement School. The review committee includes Broadland district council , Norfolk FA & Active Norfolk.

Blofield Primary's School Core Times means 07:00 hrs to 18:00hrs Mondays to Fridays during term time as defined in Schedule 2 to this Agreement

School Premises means the land and buildings comprising of Blofield Primary School

Aims

The Parties agree to pursue the following aims:

- Providing opportunities for the local community, sports organisations and non-sport related organisations to benefit from the use of the sport and community facilities, including participation in sport and physical activity for health improvement and development of their skills, particularly amongst low participant groups
- Generating positive attitudes in sport and physical activity by young people and reducing the dropout rate in sports participation with age and increasing the number of people of all ages and abilities participating in sport and physical activity including people with disabilities;
- Use the sport and community 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;
- Use the Sports and Community Facilities and resource to support the School's vision of encouraging all young people to develop a lifelong commitment to a healthy lifestyle;
- Provide children/young people with a range of activities to be physically active; and
- Provide affordable access to the Sports and Community facilities that are self-financing.

Arrangements for Community Use

The School agrees to make the Sports and Community Facilities available for Community Use in accordance with the provisions of Schedule 2 to this scheme.

Community Use Opportunities

The School shall use reasonable endeavours to achieve community use targets 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 National Governing bodies to provide a range of opportunities and pathways for the community. These may include existing initiatives and will also include new and local activities.

Marketing and Promotion

The School will be responsible for marketing and promoting the Sports and Community Facilities in accordance with the agreed aims. The marketing of these facilities will be via the school Newsletter, Website, existing local contacts, and local advertising. The marketing strategy will be reviewed on an annual basis.

Management

The school will manage the facilities. The school will engage with the community as set out in Schedule 3 to the agreement.

The school will seek to establish a practical policy framework for the management and operation of the Sports and Community Facilities during agreed periods of Community Use to enable:

- (a) a policy of affordable pricing to assist in the achievement of the aims of this scheme. The policy will take account of the prices of 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 is to be reviewed on an annual basis.
- (e) An effective marketing strategy for the marketing of the sports Facilities for Community use, which shall be reviewed on an annual basis

The School shall;

- (a) resource, control and routinely ensure the maintenance of the Sports and community Facilities in a manner that will allow achievement of the agreed aims, and
- (b) make the Sports and community Facilities available on the occasions and times specified in Schedule 2:
- (c) Cover the costs of gas, fuel, oil, electricity, water, rates, and taxes that may be attributable to the use of the Sports Facilities
- (d) ensure that the Sports and community Facilities comply with all legislation and guidance in force at the time of this scheme relating to access for disabled users Insurance – Liability of Hirer

Please see Appendix 2 which details the Liability of the Hirer on the booking form.

Authority

Blofield Primary School warrants that it has the full right and authority to enter into this Agreement.

No variations

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

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.

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.

Wavier

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

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.

Governing Law and Jurisdiction

The laws of England and Wales and the parties shall govern this Agreement submit to the exclusive jurisdiction of the courts of England and Wales.

Financial Matters

The School will aim to ensure that the costs of operating Community Use at the Sports and community Facilities will be fully covered by income from such use and the pricing structure shall be set accordingly. Any surplus will be used to any of the following:-

- Contribute to a contingency for major maintenance, repairs and renewal of fixed life elements of the Sports and community Facilities.
- Increase the use of the Sports and community 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 and community Facilities.

Monitoring and Review

The School will make available to the Review Committee details of all usage, bookings, maintenance, and financial matters relating to the Community Use of the Sports and community Facilities to assist with the development and improvement access.

The school shall undertake an assessment of the adequacy of the implementation of this scheme in relation to:

- The requirements of the School to make reasonable changes to the hours of use/access to the facilities so as not to limit access opportunities to extended student enrichment activities
- hours of use of the Sports and Community Facilities;
- pricing policy;
- compliance with targets and aims of this scheme;
- marketing;
- financial performance of the Sports and Community Facilities during the previous year;
- maintenance; and
- Priority Groups

The Review Committee will receive a report from the school based on the above assessment and recommendations as to how Community Use of the Sports and Community Facilities can be further developed and improved.

The School shall implement all reasonable recommendations approved by the Review Committee as soon as reasonably practicable. The reasonableness of the recommendations will be considered in the context of the needs and requirements to meet the educational obligations of the School.

In the event any significant changes are required to this Scheme as a consequence of each or any annual review prior written approval of each of the Parties to this Scheme will be required.

The School shall not materially reduce the level of community access to the Sports and Community Facilities required by Condition 25 of the Planning Permission FUL/2022/0055 without the prior written approval of the local planning authority following consultation with Sport England.

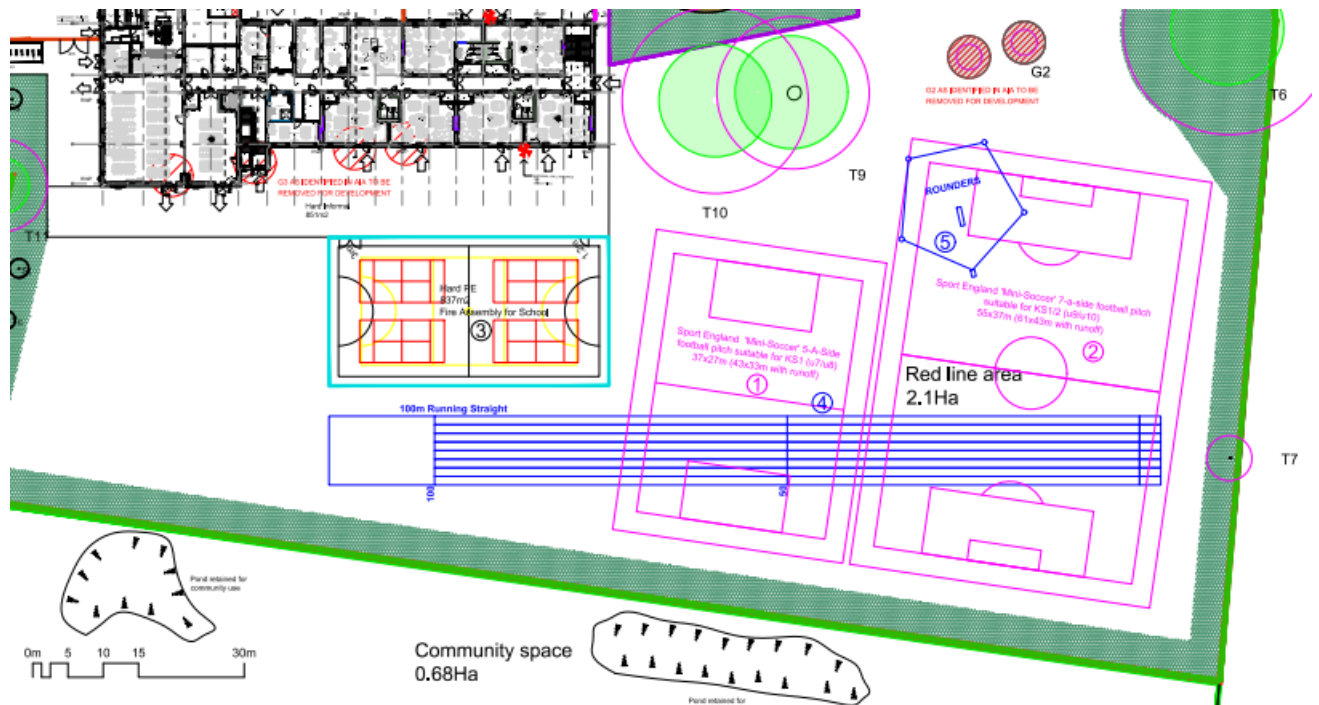
It is expected that the Review Committee will meet at least annually. Additional meetings of the Review committee may be requested by one or more members of the Review Committee with reasonable notice

Duration of Scheme

This Scheme 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.

Schedule 1 Sports and Community Facilities

The outdoor sports and Community facilities to be made available for Community Use shall comprise the Hard PE Surfaced Area and when matured sufficiently, the 5 / 7 a side Mini Soccer Football pitches.



The indoor Community facilities, together with any ancillary facilities (toilets etc) to be made available for Community Use shall comprise of the school hall.

Schedule 2- Arrangements for Community Use

Users

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

Hours of Access

All year to be taken as 50 weeks – excludes the Christmas holiday period. Where School requires use for special events users will be advised with as much advance notice as possible if it necessary for bookings to be cancelled or rescheduled.

TERM-TIME

Internal Space

Community Use	Mon - Fri :	[18.00-20.00]
	Sat :	[10.00-18.00]
	Sun :	[10.00-18.00]

External Space

Community Use	Mon - Fri :	[18.00-20.00]
	Sat :	[10.00-18.00]
	Sun :	[10.00-18.00]

SCHOOL HOLIDAYS

Internal Space

Community Use	Mon - Fri :	[08.00-18.00]
	Sat :	[10.00-18.00]
	Sun :	[10.00-18.00]

External Space

Community Use	Mon - Fri :	[08.00-18.00]
	Sat :	[10.00-18.00]
	Sun :	[10.00-18.00]

As there are no floodlights for the External facilities, the times for hire will be dictated by natural light availability and condition 21 of Planning Consent FUL/2022/0055 that states

“Notwithstanding the details contained within in the Lighting Assessment, the external lighting shall not at any time be on except between 07:00 and 18:00 Monday to Friday, 07:00 to 13:00 Saturdays and not at all on Sundays or Bank Holidays”. Indoor facility hire is limited to the specified times to ensure the school is a good neighbour to surrounding residents.

Use of facilities outside the hours identified above may be available at special request.

The School reserves the right to postpone or restrict bookings of the external areas e.g., grassed football pitches in order to protect them to fit in with school requirements.

The School reserves the right to restrict bookings during weekends or out of term time if it determines booking requests coincide with planned building maintenance works or if staff are not available to open / secure the site accordingly.

Pricing

A policy of affordable pricing shall apply to maximise Community Use and in accordance with the aims of this scheme. These are contained in Appendix 1 and are subject to annual review in advance of each academic year. The Review committee may at its reasonable discretion alter pricing tariff in the interests of the school following consultation with the local planning authority following consultation with Sport England.

Booking

An easy and accessible advance booking arrangement for Casual Use and block bookings will be maintained for hire of the Sports and community Facilities using a standard booking form.

Bookings shall be subject to reasonable terms and conditions of use, as outlined in the booking form

Any licence requirements that are not covered by those already held by the school shall be the responsibility of the individual/group hiring the facility.

Parking Arrangements

Community users will be able to use the car park provided within the school site at no additional cost however use of the EV charging points will be at the hirers own expense.

Schedule 3 Management Committee

The School will ensure that:

A survey will be undertaken at least every 12 months to gauge feedback. This will include but not limited to; the level of service provided; how it can be improved; whether users would recommend the facilities; whether there are any activities they wish to be introduced; why people do not use the facilities and what changes would encourage uptake.

A customer feedback form is available to allow customers the opportunity to give instant feedback or to raise concerns or issues they have when visiting the Sports and Community Facilities

Through the feedback surveys, the School will review the times facilities are available and look to extend Community Use where demand exists whilst ensuring this is cost effective for the school and does not impact staff welfare accordingly.

Terms of Reference and Constitution of the Management Committee

Purpose of Management Committee

- (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.

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 financial year (April to March) 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.

Operation

The full committee will convene at least 1 per annum. Additional meetings will be held as considered necessary by a simple majority of members.

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.

Day to day operation will be the responsibility of the School.

Sub-groups/committees may be formed by the Management Committee if considered necessary or desirable.

Reporting

Minutes of committee meetings will be maintained.

A formal annual report will be issued to cover policy, financial and sports development matters. Other specific reports requested by other committee members when possible

Signatory page

Site Address :

Blofield Primary School

Plantation Road

Blofield

Norfolk

NR6 5RJ

Please see below the List of Parties and signatories who agree to the Community Use Agreement;

Signed by

Duly authorised by Blofield Primary School

Signed by

Duly authorised by the Broadland District Council

[Signed by

Duly authorised by Norfolk FA

[Signed by

Duly authorised by Active Norfolk

Appendix 1 – Hourly Hiring Costs

School Hall	£15.00
Outdoor Facilities	£15.00

Appendix 2- APPLICATION FOR HIRE OF SCHOOL PREMISES

Please indicate which facility is required:

Name of Hirer:

Address:

Tel. No.

Name of Organisation:

Date of Hire: From: To:

Purpose of Hire:

DECLARATION.

I apply for use of the above accommodation and facilities and if my application is approved, I will pay in advance all letting charges in accordance with the attached schedule of charges and agree to comply with the conditions overleaf.

I am compliant with all necessary insurance and music/performance license regulations.

I will leave the facilities clean and tidy and take all rubbish home.

I will put all equipment I use away.

I will give 2 weeks' notice of cancellation or alteration, if this is not given, I will be charged.

I am over the age of 18 years.

Signed:

Date