

Date: 1<sup>st</sup> September 2025



## **Community Use Agreement**

**The Rosedale Hewens Academy Trust**

Agreement in relation to arrangements for community use of sports facilities at the Rosedale Hewens Academy Trust

# Contents

No	Heading	Page
	<b>Clauses</b>	
1.	Recitals	2
2.	Definitions and Interpretation	2
3.	Aims	3
4.	Arrangements for Community Use	3
5.	Targets for Community Use	4
6.	Marketing and Promotion	4
7.	Management	4
8.	Financial Matters	5
9.	Monitoring and Review	5
10.	Duration of Agreement	6
11.	Authority	6
12.	No Variations	6
13.	No Agency	6
14.	Severability	6
15.	Waiver	6
16.	Non-Assignability	6
17.	Governing Law and Jurisdiction	7
	Schedule 1	8
	Schedule 2	9
	Arrangements for Community Use	
	Schedule 3	11
	Management Committee	
	Terms of Reference and Constitution	

DATE 1<sup>st</sup> September 2025

- (1) **THE ROSEDALE HEWENS ACADEMY TRUST** (The Trust) of Wood End Green Road, Hayes, Middlesex, UB3 2SE
- (2) **ROSEDALE COLLEGE COMMUNITY ENTERPRISE LIMITED** (RCCEL) of Wood End Green Road, Hayes, Middlesex, UB3 2SE

**1. Recitals**

- 1.1 The parties wish to enter into this dual use Agreement in order to make the indoor and outdoor Sports and Leisure Facilities at the setting when their use is not required by the School/College/Trust for use by the local community in compliance with the terms of this Agreement and Condition.
- 1.2 The Trust is the owner of the School/College Premises and is responsible for its use.
- 1.3 The Trust *as* Landowner has provision of sports and leisure facilities for use by and for the benefit of stakeholders and the wider community.
- 1.4 *RCCEL has been appointed to manage and operate the Facilities in accordance with this agreement.*
- 1.5 *RCCEL supports and promotes community participation in sports and leisure in the local area, in so doing, working with other partners to offer access to a range of services and activities which support and motivate children, young people and adults to reach their full potential.*

**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** Use of the Sports and Leisure Facilities by the local community, including organised sports clubs, organisations and for casual use.

**Casual Use** Availability for any individual(s) or groups to book the Sports Facilities in advance for use on a pay-as-you-go basis, where space is available

**Sports Facilities** The sports facilities identified in Schedule 1 to this Agreement forming part of the school/college Premises

<b>Parties</b>	The parties to this Agreement
<b>Priority Groups</b>	Those groups identified by the Parties as being under-represented for the particular activity engaged in
<b>College Core Times</b>	8:00am to 6:00pm Mondays to Fridays during term time as defined in Schedule 2 to this Agreement
<b>College Premises</b>	The land and buildings comprising Rosedale College 3G Astro Turf and Sports Hall

### 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, leisure 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, leisure and physical activity including people with disabilities;
- Using the facilities to encourage the range, quality and number of school/college 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 Trust agrees to make the Sports and other 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 local participation targets for sporting and physical activity. The Football Foundation Trust, FA and Sport England shall work with the Trust 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**

RCCEL will be responsible for marketing and promoting the Sports and Leisure 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 RCCEL in consultation with the Trust will develop Community Use of the Sports and Leisure Facilities in accordance with the terms of reference and constitution of Schedule 3 to this Agreement.

7.2 Under these terms of reference, this Agreement should seek to establish a practical policy framework for the management and operation of the Sports and Leisure 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.
- (b) the promotion and forward planning of development activities, at times which best suit the Trust;
- (c) equal opportunities of access;
- (d) Booking arrangement for Casual Use and block booking is reviewed periodically;
- (e) an appropriate marketing strategy for the marketing of the Sports Facilities for Community Use.

7.3 The Trust will be responsible for the Sports Facilities and shall: -

- (a) resource, control and routinely ensure the maintenance of the Sports and Leisure Facilities in a manner that will allow achievement of the agreed aims, and
- (b) make the Sports and Leisure Facilities available on the occasions and times specified
- (c) 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;

## **8. Financial Matters**

8.1 The Trust endeavours to ensure that the costs of operating Community Use at the Sports and Leisure 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 the Sports Facilities.

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 where appropriate;

8.1.3 improve and increase the stock of sports equipment for use in connection with the Sports and Leisure Facilities as required.

## **9. Monitoring and Review**

9.1 The Trust shall maintain details of all usage, bookings, maintenance and financial matters relating to the Community Use of the Sports and Leisure Facilities to assist with the development and improvement of community access.

9.2 The Trust expects that RCCEL 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 Trust shall consider how Community Use of the Sports and Leisure Facilities can be further developed and improved in light of any reasonable recommendations.

9.4 In the event any significant changes are required to this Agreement as a consequence of recommendation or review, parties will be advised.

9.5 The Trust shall not materially reduce the level of community access to the 3G Football Pitch without the prior consultation with The Football Foundation.

**10. Duration of Agreement**

This Agreement shall commence on the date of execution and shall continue for as long as the Facilities remain available for Community Use, unless terminated earlier by mutual agreement of the Parties or in accordance with the provisions of this Agreement. The Parties shall review the operation of this Agreement regularly to ensure its continued effectiveness.

**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. 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 2

### Arrangements for Community Use

#### 1. Users

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

#### 2. Hours of Access

##### TERM-TIME

Community Use	Mon - Fri:	6:00pm to 10:00pm
	Sat:	9:00am to 4:00pm
	Sun:	9:00am to 4:00pm

##### SCHOOL/COLLEGE HOLIDAYS

Community Use	Mon - Fri:	6:00pm to 10:00pm
	Sat:	9:00am to 4:00pm
	Sun:	9:00am to 4:00pm

*Subject to the College providing appropriate justification to RCCEL and the Trust, the College may restrict the use of grassed sports areas to protect them to fit in with the College requirements.*

#### 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 no greater than for similar local authority run facilities in the area.

£35 per third of the pitch

£70 per 2/3rds of the pitch

£105 for the whole pitch

**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 and Leisure Facilities using a standard booking form.

4.2 The agreed booking arrangements shall operate as follows: -

Via the Finance Department, The Rosedale Hewens Academy Trust

### **Schedule 3**

Management Committee<sup>1</sup>

Terms of Reference and Constitution

#### **1. Purpose**

- (a) To monitor progress against agreed aims and targets: programming, usage and financial.
- (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.
- (d) To determine strategies for future developments at the College and timetables for their implementation.

#### **2. Officers**

- 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.
- 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.

#### **3. Operation**

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

(b) The College will resolve day to day issues. Whilst the College has full authority for any decisions, they must adhere to the policy framework.

(c) Day to day operation will be the responsibility of the College.

**4. Reporting**

A formal record will be held of all bookings and financial transactions as set out in Paragraph 9.

Signed by  .....  
Duly authorised by the Rosedale Hewens Academy Trust [The Landowner]  
Date: 1/9/25

Signed by  .....  
Duly authorised on behalf of the Rosedale College Community Enterprise Limited  
Date: 1/9/25



