

Date: 27<sup>th</sup> May 2026



## **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
	<b>Schedule 1</b>	<b>8</b>
	<b>Schedule 2</b>	<b>9</b>
	Arrangements for Community Use	
	<b>Schedule 3</b>	<b>11</b>
	Management Committee	
	Terms of Reference and Constitution	

DATE 27<sup>th</sup> May 2026

- (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
- (3) **LONDON BOROUGH OF HILLINGDON** (“the Council”) of High St, Uxbridge, Middlesex, UB8 1UW

## 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

<b>Sports Facilities</b>	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>	means the land and buildings comprising Rosedale College.

### 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 dropout 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. For example, for continued involvement with The Football Foundation Trust, and the Football Associate 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) The Trust shall apply an affordable pricing structure, taking account of pricing at comparable local authority and community facilities, to support broad and equitable community access;
- (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. The Trust shall ensure the provision of heat, light, water and other essential utilities (including, where applicable, gas, electricity and associated rates) required for the operation of the Sports Facilities during community use, subject to reasonable and responsible usage;
- (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 1 month prior to the date on which the Review Committee produces its annual report the Trust 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 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;
  - compliance with targets and aims of this Agreement;
  - marketing;
  - financial performance of the Sports Facilities during the previous year; and maintenance.

- 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 can be further developed and improved.
- 9.4 The Trust shall implement all reasonable recommendations of the Review Committee as soon as reasonably practicable.
- 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 so long as the Sports Facilities are required under the Planning Permission and remain operationally viable for Community Use, unless terminated earlier by mutual agreement of the Parties or in accordance with this Agreement. Should the College cease, the Parties shall explore options for continued community access where reasonably practicable and subject to the Trust's operational and financial responsibilities.

**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**

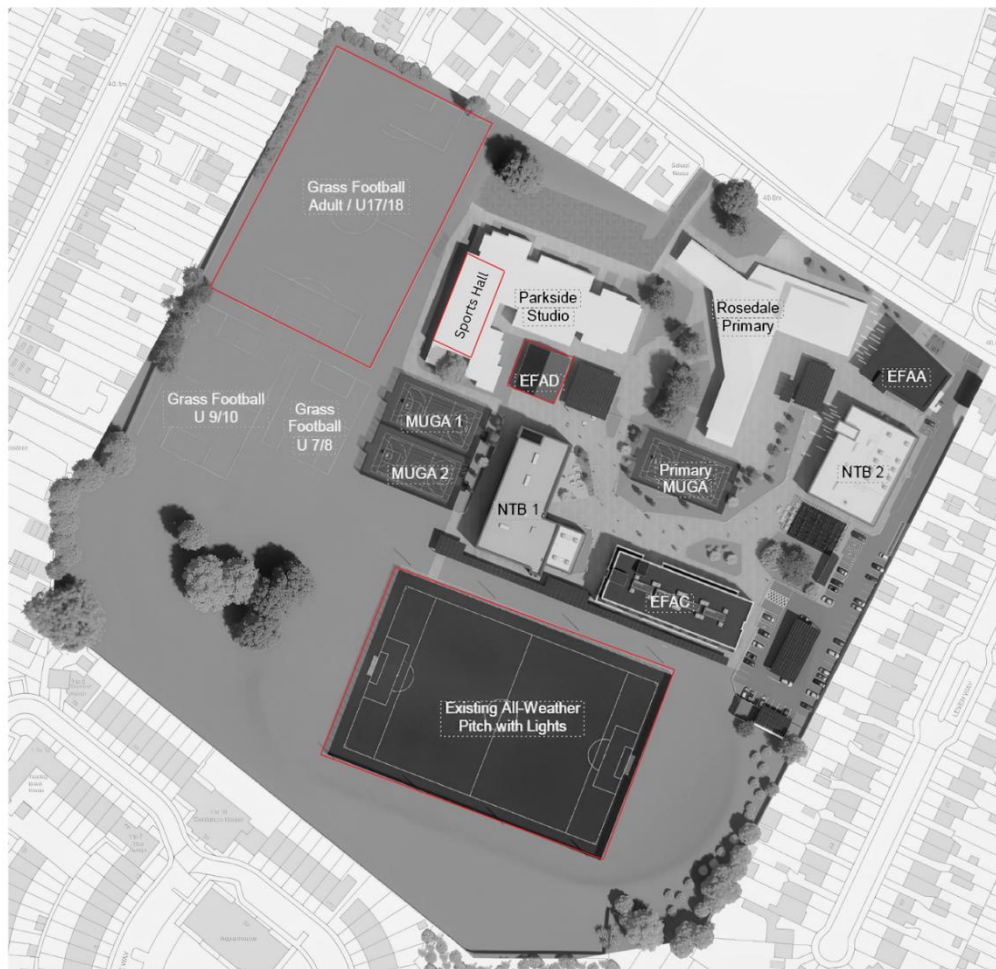
This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

## Schedule 1

1. The indoor and outdoor sports areas and facilities, marked in red (together with any ancillary facilities; *toilets, changing rooms etc*) to be made available for Community Use shall comprise of the following:
  - a. 3G Astro Turf
  - b. Grass Pitch (when available)
  - c. Sports Hall
  - d. Changing Facilities
  - e. Cricket Practice Nets
  - f. Activity Studio

**Monday to Friday: 6:00pm to 10:00pm**

**Saturday to Sunday: 9:00am to 4:00pm**



## 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	<b>Monday to Friday:</b>	6:00pm to 10:00pm
	<b>Saturday:</b>	9:00am to 4:00pm
	<b>Sunday:</b>	9:00am to 4:00pm

##### SCHOOL/COLLEGE HOLIDAYS

Community Use	<b>Monday to Friday:</b>	6:00pm to 10:00pm
	<b>Saturday:</b>	9:00am to 4:00pm
	<b>Sunday:</b>	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.

£35p/h per third of the 3G pitch	£35p/h for grass pitch include change block
£70p/h per 2/3rds of the 3G pitch	£35p/h for Sports Hall
£105p/h for the whole 3G pitch	£40 for the Sports Hall

**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

**5. Parking Arrangements**

5.1 Car parking spaces shall be available for community users. Car parking spaces shall be made available for community users during agreed periods of Community Use, together with access to existing disabled parking bays and cycle stand.

### **Schedule 3**

#### Management Committee

#### 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 operational oversight will be reviewed annually with the relevant parties.
- (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: 27/5/26

Signed by .....

Duly authorised on behalf of the Rosedale College Community Enterprise Limited [RCCEL]

Date: 27/05/2026

Signed by .....

Duly authorised on behalf of London Borough of Hillingdon [the Council]

Date: .....