

21st April 2026 (amended 27/05/26)
For the Attention of Coral Ducroq, Stride Treglowan

Application reference: 16034/APP/2026/31, London Borough of Hillingdon (Local Authority)
Site: Rosedale College, Wood End Green Road, Hayes UB3 2SE

Responses to Sport England comments Community Use Agreement

- **The Local Authority should be a party to the Community Use Agreement (CUA) so that it is not the College Trust and the College' Community Enterprise thus ensuring there is an independent party.**

As the landowner and operator, the Trust is the only appropriate party to the Agreement. The Local Authority has no legal interest in the land or facilities and therefore cannot be a contracting party. This is consistent with the DfE's position for Trust-owned sites. **Added the LA**

- **Definitions - The College premises is the whole site not just the Artificial Pitch and Sports Hall as stated in the definitions.**

The CUA applies only to the facilities intended for community use. Including the entire college site would be inappropriate and incompatible with safeguarding and operational requirements. College Premises refers, for the purposes of this Agreement, to the sports facilities at Rosedale College that are available for community use, comprising the Sports Hall, the 3G Artificial Grass Pitch, and any grass pitch identified in Schedule 1. The wider school estate is excluded from this definition. **Amended and copied from SE template**

- **5 Targets for Community Use – Has the Football Foundation, Football Association and Sport England confirmed that they would work with the Trust to facilitate community use of the facilities? If not, the reference to these bodies should be removed.**

These organisations are referenced as potential partners only. Their formal involvement is not required for planning compliance, and therefore the clause is appropriate as drafted however, we have removed 'Sports England.' **Agreed no change needed**

- **Paragraph 7.2 (a) - Should also confirm that the policy shall ensure that prices would be no greater than similar Local Authority operated facilities in the area. This would ensure that the facilities would be accessibly priced.**

Pricing must reflect the Trust's actual operating costs to ensure safe and sustainable community use. We cannot commit to matching LA leisure pricing, which is subsidised and not comparable.

- Wording has changed to reflect what is done on the ground. **Agreed no change needed**

- **Paragraph 7.3 – The trust should also cover the cost of gas, fuel, oil, electricity, water, rates and taxes that may be attributable to the use of the sports facilities.**

Community use must be cost-neutral to the Trust. Utility and operational costs attributable to community use will be recovered through hire charges.

- 7.3C already states it has been provided, but we have included the specific words as requested. **Agreed no change needed**

- **The review process is not sufficient. The Trust should share the details listed in paragraph 9.1 with whoever is reviewing the community use of the facilities. Furthermore, the review should not only be undertaken by the body operating the community use, i.e., it is not independent. A Review Committee, which includes the Local Authority, should be formed. This is especially important given that the Local Authority would not be involved in the management of community use (as currently drafted) which does differ from Sport England CUA template. Please, therefore, can the review process be amended to reflect the wording in Sport England CUA template**

A review process is included and proportionate. As the LA has no operational or financial role, it is not appropriate for them to sit on a review committee. The Football Foundation is regarded as the outside party as a recognised body. (Third party review) **Amended and copied from SE template**

- **Paragraph 9.3 - The Trust should implement any reasonable recommendations of the review not merely just consider them as this could result in good recommendations not being implemented.**

The Trust will consider all recommendations and has a history of taking on recommendations. It cannot commit to implementing recommendations that may conflict with safeguarding, operational, or financial constraints. Hence the use of the word consider. **Amended and copied from SE template**

- **Paragraph 9.4 - Any significant changes should have prior written approval of each of the Parties to the Agreement.**

As the Trust is the sole operator and landowner, it must retain authority to amend operational arrangements where necessary and appropriate. **Amended and copied from SE template**

- **Duration of Agreement - This Agreement shall operate for so long as the facilities are provided in accordance with the Planning Permission. If the College should cease the Parties should agree to make every effort to secure the continued operation of the facilities for community use. Currently, the CUA states that the Agreement would continue as long as the facilities remain available for community use however it is this document that secures the facilities being available for community use, so the wording needs to be amended. Again, please see Sport England template.**

The Agreement must reflect the Trust's legal position as landowner and operator. The proposed duration wording is appropriate and proportionate.

- Amended as appropriate. **Agreed no change needed**

- **Schedule 1 – The list of facilities refers to a grass pitch but there are multiple grass pitches on the site, as well as the Artificial Wicket, Artificial Grass Pitch, Multi-Use Games Area and Sports Hall.**

Schedule 1 lists the facilities intended for community use. Additional facilities not included in the planning condition are not part of the CUA.

- Removed cricket pitch. **Amended as per Condition 16**

- **Schedule 2 – Parking arrangements should be specified.**

Parking arrangements will be clarified in line with the planning condition and safeguarding requirements. **Agreed no change needed**

- **Schedule 3 – Sets out terms of reference for a Management Committee but this CUA has omitted a Management Committee so the Schedule requires amending or a Management Committee being included within the CUA.**

Management community has been removed from CUA as not appropriate in this instance.

Added the heading