

**COMMUNITY USE OF THE SCHOOL HALL  
AT  
PINN RIVER SCHOOL**

**1. RECITALS**

- (1) The Eden Academy ("Eden") operates the School located on Fore Street, Eastcote, HA5 2JQ following the construction of the School by the Department for Education.
- (2) Eden wishes to make the School Hall available for use by the local community for participation in physical and therapeutic activity, including to support young people or adults who have disabilities similar to those of pupils attending the School, when the School does not require its use.
- (3) The Community Agreement is required by condition 19 of planning permission 2145/APP/2022/3534.

**2. DEFINITIONS AND INTERPRETATION**

In this Agreement the following words or phrases have the corresponding meanings ascribed to them unless the context otherwise requires:

<b>Community Use Period</b>	6.00pm - 8.00pm weekdays during School term time, and 9.00am – 5.00pm weekends and School holidays.
<b>Facilities</b>	The main hall within the School as shown on the plan in the Annex. Users of the Facilities shall be entitled to use the car park at the School during their usage.
<b>Marginal Costs</b>	Staff costs (site opening / closure / security), cleaning costs, administration, heating, lighting, contribution to routine maintenance, insurance premiums, non-capital equipment
<b>The School</b>	Pinn River School, Fore Street, Eastcote, HA5 2JQ
<b>School Day</b>	7:45am to 6:00pm on weekdays during the School term-time

**3. AIMS AND OBJECTIVES**

Eden will make the Facilities available during the Community Use Period to support the following aims and objectives:

- 3.1 To increase and improve the quality of physical and therapeutic activity opportunities for the pupils of the School; and
- 3.2 To enable local organisations to provide opportunities for participation in physical and therapeutic activity, including to support young people or adults who have disabilities similar to those of pupils attending the School.

#### **4. MANAGEMENT**

Eden agrees that it shall:-

- 4.1 be responsible for the Facilities and will resource manage and routinely maintain it in a manner that will allow achievement of the aims and objectives set out in clause 3;
- 4.2 make available the Facilities, in a clean and tidy state suitable for the intended use, during the Community Use Period with equal opportunities of access;
- 4.3 be a member of the Department for Education's Risk Protection Arrangement or otherwise to insure and keep insured the Facilities against all usual commercial risks including public liability in its full reinstatement value;
- 4.4 effect repairs and make good accidental damage arising out of or occasioned by the use of the Facilities or in the event of damage by an insured risk;
- 4.5 establish a practical policy framework for managing and operating the Facilities during periods allocated for community use within the financial constraints imposed by the Department for Education upon the School encompassing the aspects contained in clause 5 and a pricing policy based upon clause 6.

#### **5. COMMUNITY USAGE OF THE FACILITIES**

- 5.1 Community use may be for casual bookings or for block / repeat bookings;
- 5.2 The following requirements shall apply to all community use of the Facilities:
  - 5.2.1 All Hirers and their representatives must adhere to manual handling operations and regulations during their visit, including procedures as outlined in individual risk assessments;
  - 5.2.2 All Hirers and their representatives will need to show proof of identity on each visit;
  - 5.2.3 All Hirers, their representatives, and users must be fit and well to attend their session. No one should attend whilst suffering from illness or ailments, e.g. chest infections, vomiting, diarrhoea;
  - 5.2.4 No foods containing nuts are allowed on the School site;
  - 5.2.5 First aid provision is the responsibility of the Hirer;
  - 5.2.6 All first aid incidents and near misses must be reported to the School and an incident report completed;
  - 5.2.7 All Hirers must abide by the safeguarding procedures of the School at all times;
  - 5.2.8 All Hirers must comply with any reasonable operational requirements of the School.
- 5.3 Any damage to the building or any equipment must be reported immediately.
- 5.4 In the event of equipment failings or other conditions seen to be a risk to a user, the School has the right to cancel affected bookings.

#### **6. PRICING AND FINANCE**

- 6.1 Pricing for community use will be predicated upon recovering Marginal Cost plus £10/hour.
- 6.2 Eden may, at its discretion, agree reasonable charges with users for additional services (e.g. catering, particular equipment).
- 6.3 If during a School financial year a financial surplus is generated (determined as income from community use minus the Marginal Costs of operating community use of the Facilities), Eden agrees to utilise any such surplus towards improving equipment and / or provision within the Facilities.

## **7. MONITORING, EVALUATION AND REVIEW**

- 7.1 Eden will market the Facilities through making information about how to hire the Facilities for community use available on the School website, to the School community, and to anyone who requests such information.
- 7.2 Eden will on or before 1 August every year update the pricing for use of the Facilities for the following September to August period.
- 7.3 Eden will share information with Hillingdon Council upon request regarding community usage as part of the Council's public health and leisure service remits.
- 7.4 Eden will consider any written recommendations from Hillingdon Council regarding community usage in good faith. Eden will participate in Council initiatives with all schools to promote public health through community use of school facilities.

## **8. DURATION OF COMMUNITY USE**

- 8.1 Eden shall offer community use for at least the first twenty years of occupation of the School site, and after that period shall provide written notice of at least a full school term to Hillingdon Council if it intends to cease community use of the Facilities.

## **9. COMMENTS FROM HIGHWAYS OFFICER**

- 9.1 Following the submission of the Community Use Agreement (CUA) to discharge Condition 19 of planning permission 2145/APP/2022/3534, we acknowledge that the officers have requested further detail on the potential out of hours community use that could be offered by Pinn River School and its impact on local highway network, as referenced in paragraph 2.37 of the Condition 23 (Pick up and Drop off Management Plan).
- 9.2 Based on experience across other Eden Academy Trust schools, we would expect the community use at Pinn River School to take place outside core school hours (9:00am - 3:15pm), specifically:  
  
Three weekday evenings (Monday to Thursday): 7:00pm - 9:00pm  
Saturday mornings: 9:00am - 12:00pm
- 9.3 Activity workshops/events will be small in scale, with up to 30 - 40 people per session, typically lasting 1 to 2 hours. Activities will begin after school operations end, with full-time staff leaving after 4:15pm (Monday to Thursday). Where sessions follow one another (1 hour sessions) in the evening for example, a 15-minute buffer (e.g. arrivals at 6:45pm or 7:45pm) will be built into scheduling to manage transitions between vehicle movements to and from the Site.

- 9.4 The site offers approximately 100 parking spaces, which will be fully available after school hours, ensuring ample capacity for visitors to the sessions, without affecting parking availability on the local roads. In effect, it will be contained within the site car park. Even in a worst-case scenario, where all attendees arrive by car (60 to 80 cars will be parked up) and two sessions overlap (7pm start and finish), parking demand would remain manageable given the number of spaces on site and importantly there would only be a small transitional period where all those cars are on site together. Sessions are scheduled outside peak hours to minimise impact, given lower traffic volumes at those times.
- 9.5 As outlined in the Travel Plan, the school will promote sustainable travel options, including walking, cycling, and public transport, wherever possible.
- 9.6 In summary, the proposed scheduling for the weekday evenings and Saturday morning sessions, aligns with the CUA and is designed to ensure negligible impact on the local highway network, whilst offering sufficient capacity within the school car park to mitigate the effect of parking on local roads by people attending sessions at the school.
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IN WITNESS whereof the hands of Eden's duly authorised representative.

Signed by .....

Position.....

Date.....

Duly authorised by the Eden Academy Trust

## **ANNEX: PLAN OF THE FACILITIES**