

COMMUNITY USE AGREEMENT

Agreement in relation to arrangements for community use of Sports Facilities at Nanaksar Primary School, Springfield Road, Hayes, UB4 0LT

Guru Nanak Multi Academy Trust

and:

London Borough of Hillingdon Council

11th February 2021

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DATE: 11.02.2021

- (1) Nanaksar Primary School, Springfield Road, Hayes, UB4 0LT
- (2) London Borough of Hillingdon Council, Civic Centre, High Street, Uxbridge, UB8 1UW

1. Recitals

- 1.1 A Planning Application was submitted to London Borough of Hillingdon Council for the development of permanent accommodation in the form of a new three-storey 4FE Primary School with associated access, landscaping and outdoor sports provision for the existing Nanaksar Primary School, valid on 21st February 2020.
- 1.2 The Greater London Authority and the London Borough of Hillingdon Council require that a draft agreement shall be submitted to the local planning authority for approval to demonstrate how community access to the associated Sports Facilities will be managed.
- 1.3 The parties wish to enter into this Agreement in order to make the Sports Facilities at Nanaksar Primary School available (when their use is not required by the School) for use by the local community in compliance with the terms of this Agreement.
- 1.4 The Guru Nanak Multi Academy Trust is the owner of the premises (leased from London Borough of Hillingdon Council) and is responsible for their use.
- 1.5 The Landowner is the Guru Nanak Multi Academy Trust (leased from London Borough of Hillingdon) and agrees to provision of community access to the Sports Facilities.

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

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

Public, local businesses, parent groups, Health & Wellbeing groups

Casual Use

means availability for any individual(s) or groups to book the Sports Facilities up to 10 days in advance

	for use on a pay-as-you- play basis, where space is available
	One off hire charges by external organisations and the public
Proposed Development	means the development of permanent accommodation in the form of a new three-storey 4FE Primary School with associated access, landscaping and outdoor sports provision
Sports Facilities	means the sports facilities identified in Schedule 1 to this Agreement forming part of the Guru Nanak Multi Academy premises
Parties	means the parties to this Agreement
Priority Groups	means those groups identified by the Parties as being under represented for the particular activity engaged in.
	Local Communities, Sports Facilities, Health & Wellbeing, Local Businesses
Review Committee	means representatives of each of the Parties to this agreement or their nominees.
	Head of Business & Operations, Finance Committee Members, Hillingdon Local Authority
Core Times (Term Time)	Mon – Friday [18:30 – 21:00]
	Sat – Sun [09:00 – 21:00]
Core Times (School Holiday)	Mon – Friday [09:00 – 21:00]
	Sat – Sun [09:00 – 21:00]
	– as defined in Schedule 2 to this Agreement
School Premises	Guru Nanak Sikh Multi Academy Trust Premises located at Springfield Road, Hayes which

incorporates all facilities within GNSA Secondary, Primary and Nanaksar Primary School

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 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 and physical activity including people with disabilities;
- Using the facilities to encourage the range, quality and number of University 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;
- To develop overarching pathway programmes from grass roots to senior high performance including coaching and officiating.

4. Arrangements for Community Use

The Guru Nanak Multi Academy Trust agrees to make the Sports Facilities available for Community Use in accordance with the provisions of Schedule 2 to this Agreement.

5. Targets for Community Use

Football Academies / Charities, Local Community Health and Wellbeing groups, Educational Establishments, Sports Centres, Fitness Bootcamp Groups, Local Businesses that are looking for venues

6. Marketing and Promotion

The Academy will promote the use of facilities through the online communication system to all parents within the community.

Promotion through Website, Social Media feeds, Newsletters as well as using a worldwide Sikh TV station with a dedicated GNSA Talks program that is aired on a weekly basis.

7. Management

7.1 Under these terms of reference, the Management Committee will, in accordance with this Agreement, seek to establish a practical policy framework for the management and operation of the Sports 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. The policy will ensure that prices shall be no greater than, or similar to, local authority run facilities in the area;
- (b) the promotion and forward planning of development activities, during the agreed periods of community use;
- (c) equal opportunities of access;
- (d) an easy and accessible booking arrangement for Casual Use and block booking, this system to be reviewed on an annual basis;
- (e) an appropriate marketing strategy for the marketing of the Sports Facilities for Community Use.
- (f) GNSA will work with the London Borough of Hillingdon Council and community representatives to assist in delivering community use of the facilities as well as them being key members on the management committee.

7.2 The Head of Business and Operations will be managing all lettings and use of the grounds in line with a lettings policy that is in place. A management committee will be formed solely to manage external community use and access to the facilities, in accordance with the terms of reference and constitution of Schedule 3 to this Agreement, which will incorporate a member from the GNSA Premises team, a member from the NTIDT who currently have a SLA in place and are a key link to the community, and the Head of Business & Operations.

7.3 The Guru Nanak Sikh Academy Trust will be responsible for the Sports Facilities and shall:-

- (g) resource, control and routinely ensure the maintenance of the Sports Facilities in a manner that will allow achievement of the agreed aims, and
- (h) make the Sports Facilities available on the occasions and times specified in Schedule 2:
- (i) 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
- (j) The academy will ensure the provision of heat, light and water and other amenities as required for the sports facilities and their intended use. Also the cost of gas, fuel, oil, electricity, water, rates and taxes that may be attributable to the use of the sports facilities will be covered

8. Financial Matters

All invoices will be sent in accordance with the financial policies and in line with the DFE Financial handbook of good practice.

Payments must be made within the terms and conditions of 2 weeks when an invoice has been submitted for the use of the grounds.

All payments will be re-invested within the maintenance of grounds and to cover personnel appointed to manage the community hire.

Financials from the Community Hire will be kept in a separate account, therefore will be clearly evidenced on income and expenditure.

Facilities will be sustainable for long term use where the Academy will ensure that costs of operating community use within the sports facilities will be covered by income generated from such use with any surplus used to contribute to a contingency fund for major maintenance, repairs and renewal of fixed life elements of the sports facilities and improvement and increase the stock of sports equipment.

9. Monitoring and Review

- 9.1 One month prior to the date on which the Review Committee produces its annual report the Academy 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 Review Committee 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 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 Academy shall implement all reasonable recommendations of the Review Committee as soon as reasonably practicable.

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

9.6 The Academy shall not materially reduce the level of community access without consultation by the management committee.

10. Duration of Agreement

This Agreement shall operate for so long as the Academy Facilities are provided in accordance with the Planning Permission. In the event the Academy should cease the Parties agree to make every effort to secure the continued operation of the Sports Facilities for Community Use.

11. Authority

The Academy 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 The Facilities

1. The sports areas and facilities to be made available for Community Use shall comprise the following:

- External All weather 4G Pitch
- External hockey Pitch
- External hard surface pitch area
- External grass pitch (7v7)

2. The indoor facilities to be made available for Community Use shall comprise the following:

- Indoor Small Studio
- Indoor hall for hosted events
- Indoor Sports hall located at GNSA
- Indoor smaller sports hall located at GNSA Primary

Schedule 2 - Arrangements for Community Use

1. Users

The Sports Facilities shall be made available for Community Use.

2. Hours of Access

Core Times (Term Time)	Mon – Friday [18:30 – 21:00]
	Sat – Sun [09:00 – 21:00]
Core Times (School Holiday)	Mon – Friday [9:00 – 21:00]
	Sat – Sun [09:00 – 21:00]

3. Pricing

The hire fee shall be paid in full upon signing of the Hire Agreement. Payments for block bookings should be made termly in advance.

The pricing stipulated shall not be greater than for similar Local Authority run facilities within the London Borough of Hillingdon.

Charges are tabled below and are dependent upon school events

Location	Rate (per hour)
Indoor Sports Hall	£45.00
Indoor Primary Hall	£35.00
Academy Hall (inc AV)	£45.00
Hockey Pitch (inc flood lights)	£45.00
4G All weather Pitch - NPS	£45.00
External Hard Surface Pitch Area	£40.00
External grass pitch (7v7)	£40.00
Small Studio - NPS	£35.00

4. Booking Arrangements

When a booking is made, the following form must be completed to form an agreement:

AN AGREEMENT made _____ (date) _____ Between
GURU NANAK MULTI ACADEMY TRUST _____ and

(Name of hirer/organisation)

IN CONSIDERATION of the school permitting the hirer to use the accommodation listed on the dates and times shown in the schedule below, the hirer shall observe the following conditions:-

payment being made in full at least one week/month (delete as applicable) prior to the letting(s) taking place;

the person in charge of your activity being shown the fire escape routes before the start of the letting;

the Conditions of Use prevailing at the time of the letting.

A receipt and authorisation to use the premises will be issued when payment is received.

THE SCHEDULE

Area hired/ additional facilities and equipment	Dates and Times of Hire

Signed by _____ Date: _____

On behalf of the Multi Academy Trust

Signed by the hirer

Date:

.....

5. Parking Arrangements

The parking of vehicles on the schools property shall be permitted in approved areas. All vehicles on the schools site are parked at the owners risk and that they accept full responsibility for any damage to schools property or injury to any person whether connected with the establishment or not.

Schedule 3 – Management Committee

The Guru Nanak Sikh Multi Academy Trust will set up a management committee.

Terms of Reference and Constitution

1. Purpose

- (a) To monitor progress against agreed aims and targets: programming, usage and financial and to provide regular reports for the stakeholders of the Academy 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 Academy community use.
- (d) To determine strategies for future developments at the Academy and timetables for their implementation.

2. 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.

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 Academy 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.
- (c) Day to day operation will be the responsibility of the Academy.
- (d) Sub-groups/committees may be formed by the Management Committee if considered necessary or desirable.

4. Reporting

- (a) Minutes of committee meetings will be maintained.
- (b) A formal annual report, as set out in paragraph 9 of this agreement, will be issued to cover policy, financial and sports development matters.
- (c) Other specific reports requested by other committee members when possible.

IN WITNESS whereof the hands of the parties or their duly authorised representatives the day and year first above written.

Signed by ...  (Executive Principal).....

Duly authorised by Guru Nanak Multi Academy Trust

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