

DATED

2023

THE EDEN ACADEMY (1)

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HILLINGDON (2)

**COMMUNITY USE AGREEMENT
RELATING TO
HYDROTHERAPY POOL, CHANGING ROOMS AND SCHOOL HALL
AT
GRAND UNION VILLAGE SCHOOL**

DATE

2023

PARTIES

- (A) **THE EDEN ACADEMY**, a company limited by guarantee registered in England and Wales of company no. 08036395 whose registered office is at Grangewood School, Fore Street, Eastcote, Pinner, Middlesex HA5 2JQ ("**Eden**")
- (B) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HILLINGDON** of Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW ("**The Authority**");

1. RECITALS

- (1) Eden has the responsibility to manage and operate the Facilities following the construction of the School by the Department for Education.
- (2) The parties wish to enter into this Agreement in order to make the Facilities available when their use is not required by the School for use by the local community for participation in physical and therapeutic activity, primarily to support young people or adults who have disabilities similar to those of pupils attending the School.
- (3) The Authority has primary responsibility for the provision of sports facilities in Hillingdon for use by and for the benefit of the community and wishes to enter into this Agreement to further that responsibility.

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 Period	6.00pm - 8.00pm weekdays during School term time for the main hall. Hydrotherapy pool and changing facilities not available after the school day.
	9.00am - 5.00pm weekends and School holidays for all of the Facilities
Facilities	The hydrotherapy pool, changing rooms, and 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
Marginal Costs	Staff costs (site opening / closure / security), cleaning costs, administration, heating, lighting, contribution to routine maintenance, insurance premiums, non-capital equipment
The School	Grand Union Village School, Ballinger Way, Northolt, UB5 6GG
School Day	7:45am to 6:00pm on weekdays during the School term-time

3. AIMS AND OBJECTIVES

The parties agree that Eden will make the Facilities available during the School holidays, at weekends, and outside of the School Day during term time in a manner consistent with achieving 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, primarily 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 during the Community Use Period;
- 4.3 provide lights and such other amenities as required for the Facilities and its intended use;
- 4.4 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;
- 4.5 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;
- 4.6 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 Hirers of the hydrotherapy pool shall be required to ensure that they or their staff are fully trained and competent, providing documentary evidence of this training. The hydrotherapy pool shall not be used unless a hirer can evidence that an individual on site throughout the booking has appropriate training; any payments made to secure the booking shall not be refunded in the event that the hirer can not provide such evidence. The training requirements are:
 - 5.1.1 All staff and representatives supporting an individual to use the pool will need to present an up-to-date moving and handling and first aid certificate prior to accessing the pool. These need to be sent in advance or brought to the School during the hydrotherapy pool induction.
 - 5.1.2 All staff and representatives using the pool must have attended the School's hydrotherapy pool induction prior to their first booked use of the Facilities. The induction will cover recommended health and safety

advice, introduction to pool sling use and fire evacuation procedures. This requires staff/representatives to adhere to the pool safety operating procedures. Note: this is not a manual handling training exercise.

- 5.1.3 A first aider must be in attendance poolside throughout every booking.
- 5.2 Community use is expected to be for block / repeat bookings by groups or organisations. Casual bookings of the Facilities shall be at Eden's discretion;
- 5.3 The following requirements shall apply to all community use of the Facilities:
 - 5.3.1 All Hirers and their representatives must adhere to manual handling operations and regulations during their visit, including procedures as outlined in individual risk assessments;
 - 5.3.2 All Hirers and their representatives will need to show proof of identity on each visit;
 - 5.3.3 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;
 - 5.3.4 No foods containing nuts are allowed on the School site;
 - 5.3.5 First aid provision is the responsibility of the Hirer;
 - 5.3.6 All first aid incidents and near misses must be reported to the School and an incident report completed;
 - 5.3.7 All Hirers must abide by the safeguarding procedures of the School at all times;
 - 5.3.8 All Hirers must comply with any reasonable operational requirements of the School.
- 5.4 In addition to the requirements set out in clause 5.3, the following requirements shall apply to all community use of the hydrotherapy pool:
 - 5.4.1 All Hirers must have Public Liability Insurance with a minimum indemnity of £5m and provide a copy of this cover on request;
 - 5.4.2 Risk assessments for each individual must be presented to staff at the School prior to use of the pool. They should include correct staffing levels for the user, for example, 1-1 in pool, 1 poolside watcher and must include the following information:
 - 5.4.2.1 All transfers of the individual to and from the pool;
 - 5.4.2.2 Use of individuals own sling. This can be own shower or bath sling. The School will not provide a pool sling;
 - 5.4.2.3 Use of all floatation aids appropriate to an individual; and
 - 5.4.2.4 Awareness of the need to evacuate in the event of a fire and the use of the trolley / dressing gowns / appropriate footwear for the pool.

- 5.4.3 Any slings required for transfers into the hydrotherapy pool shall be provided by the hirer;
- 5.4.4 No food or drinks to be consumed in the pool area or the changing rooms;
- 5.4.5 Everyone who uses the pool must be appropriately dressed and properly equipped for the pool throughout the visit; for example, own incontinence pads, own towels, appropriate swimwear, own swimming pads as needed;
- 5.4.6 The pool and changing rooms are to be 'left as found' – all equipment is to be left tidy, returned to where it was, and the pool cover is to be put back on; and
- 5.4.7 Any pool soiling must be reported immediately.
- 5.5 Any damage to the building or any equipment must be reported immediately.
- 5.6 In the event of chemical failings, 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]. For the 2023/24 academic year this is expected to result in hire charges (excluding VAT) of:
 - 6.1.1 Hydrotherapy pool and changing rooms: £[80] for a 55-minute session
 - 6.1.2 School Hall: £[40] for a 55-minute session
- 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 on or before 1 August every year update the pricing for use of the Facilities for the following September to August period.
- 7.2 The Authority may occasionally undertake monitoring and evaluation of the services provided, pricing, and the usage of the Facilities. Eden will co-operate fully and in a timely manner in any such evaluation.
- 7.3 If the Authority, following a review carried out under clause 7.2, makes any written recommendations to Eden regarding service provision (including pricing) Eden shall consider such recommendations in good faith.
- 7.4 The parties may review any aspect of this Agreement, including the aims and objectives set out in Clause 3, with the written approval of both parties required before any revisions are made or implemented.

8. **DURATION OF AGREEMENT**

This Agreement will remain in force for a period of 10 years from the date of this Agreement.

9. **AUTHORITY**

Eden warrants that it has the full right and authority to enter into this Agreement.

10. **NO VARIATIONS**

This Agreement may only be varied in writing by a document executed by all the parties hereto.

11. **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.

12. **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.

13. **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.

14. **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 except in the circumstances outlined in clauses 16 and 17.

15. **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.

16. **APPOINTMENT OF SUB-CONTRACTOR**

Eden shall have the right to appoint a sub-contractor to carry out the duties of Eden under this Agreement. Eden will ensure that:

16.1 any sub-contractor appointed is of adequate financial standing and has the necessary technical skills and competence; and

16.2 the sub-contractor enters into a deed of adherence with Eden and the Authority under which the sub-contractor agrees to be bound by all of the terms of this Agreement.

17. A PARTY CEASING TO EXIST OR CHANGE OF OWNERSHIP

17.1 In the event that the School transfers to another academy trust during the duration of this Agreement, Eden shall novate this Agreement to the successor academy trust through a deed of adherence whereby the successor academy trust agrees to be bound by all of the terms of this Agreement in the same manner as Eden;

17.2 In the event that the Authority ceases to exist or is amalgamated with another local authority during the duration of this Agreement, Eden will continue to make the Facilities available for community use in accordance with this Agreement.

IN WITNESS whereof the parties have executed this Agreement the day and year first above written

SIGNED by [Susan Douglas] on behalf of)
EDEN)

in the presence of: (*signature of witness*))
(*Address and Description*))

SIGNED by [name] on behalf of)
THE AUTHORITY)

in the presence of: (*signature of witness*))
(*Address and Description*))

