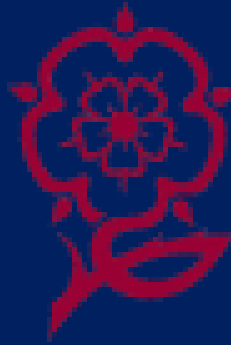

BULLERS
WOOD
SCHOOL
FOR BOYS



COMMUNITY USE AGREEMENT

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DATE []

- (1) **BULLERS WOOD SCHOOL FOR BOYS** of Chislehurst Road, Bromley BR1 2NW (“the **School**”)
- (2) **LONDON BOROUGH OF BROMLEY COUNCIL** of Stockwell Close, Bromley BR1 3UH (“the **Council**”)

1. Recitals

- 1.1 Planning Permission was granted by the London Borough of Bromley for the Development subject to conditions. Condition 24 of the Planning Permission requires that an agreement shall be submitted to the local planning authority for approval to demonstrate how community access to the Sports Facilities within the Development and/or the wider school site will be managed.
- 1.2 The parties wish to enter into this Agreement in order to make the Sports Facilities at the Development and/or the wider school site, available (when their use is not required by the School) for use by the local community in compliance with the terms of this Agreement and Condition 24.
- 1.3 The Trust is the owner of the School Premises and is responsible for their use.
- 1.4 Bullers Wood Multi Academy Trust is the landowner of Bullers Wood School for Boys 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.

Development means Bullers Wood School for Boys for which Planning Permission has been granted

Sports Facilities means the sports facilities identified in Schedule 1 to this Agreement forming part of the School Premises

Parties	means the parties to this Agreement
Planning Permission	means planning permission (reference DC/17/02468/FULL1) granted at appeal under reference APP/G5180/W18/3203724 on 19 th December 2018
Priority Groups	means those groups identified by the Parties as being under represented for the particular activity engaged in
School Core Times	means 0700 to 1700 Mondays to Fridays during term time as defined in Schedule 2 to this Agreement
School Premises	means the land and buildings comprising Bullers Wood School for Boys

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;
- 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 school 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

- 4.1 The School agrees to make the Sports Facilities available for Community Use in accordance with the provisions of Schedule 2 to this Agreement Targets for Community Use
- 4.2 The School shall use reasonable endeavours to achieve community use targets and provide a range of opportunities and pathways for the community. These may include existing initiatives and will also include new and local activities.

5. Marketing and Promotion

The School will be responsible for marketing and promoting the Sports Facilities in accordance with the agreed aims and targets. A marketing strategy will be prepared and implemented and reviewed on an annual basis.

6. Management

- 6.1 The School will be managing the facility bookings and marketing associated with this agreement. This will be reviewed, agreed and audited by the Chief Financial & Operating Officer for Bullers Wood Multi Academy Trust
- 6.2 The School 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) affordable pricing to assist in the achievement of the aims of this Agreement.
 - (b) the promotion and forward planning of development activities, at times which best suit the target groups;
 - (c) equal opportunities of access;
 - (d) an easy and accessible booking arrangement;
 - (e) an appropriate marketing strategy for the marketing of the Sports Facilities for Community Use.

- 6.3 The School will be responsible for the Sports Facilities and shall:
- (a) resource, control and routinely ensure the maintenance of the Sports Facilities in a manner that will allow achievement of the agreed aims, and
 - (b) make the Sports Facilities available on the occasions and times specified in Schedule 2:
 - (c) ensure provision of heat, light and water and such other amenities as required for the Sports Facilities and their intended use;
 - (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;
 - (e) cover the cost of gas, fuel, oil, electricity, water, rates and taxes that may be attributable to the use of the Sports Facilities.
- 6.4 The Local Governing body will review the Lettings policy on a yearly basis to make sure the framework enables:
- (a) a policy of affordable pricing to assist in the achievement of the aims of this Agreement.
 - (b) the promotion and forward planning of development activities, at times which best suit the target groups;
 - (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.

7. Financial Matters

- 7.1 The School endeavours to ensure that the costs of operating Community Use at the Sports Facilities will be fully covered by income from such use and any surplus will be utilised to:
- (a) contribute to a contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facilities.
 - (b) improve and increase the stock of sports equipment for use in connection with the Sports Facilities.

8. Monitoring and Review

- 8.1 The School will review usage, bookings, maintenance and financial matters relating to the Community Use of the Sports Facilities annually.
- 8.2 The Review Committee (Local Governing Body) will undertake an annual review; relative community sports representative will be invited to provide comments and pathways for the future. This will then be reported to the trustees.
- 8.3 The review 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.
- 8.4 The School shall implement all reasonable recommendations of the review as soon as reasonably practicable.

- 8.5 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.
- 8.6 The School shall not materially reduce the level of community access to the Sports Facilities required by Condition 24 of the Planning Permission without the prior written approval of the local planning authority.

9. Duration of Agreement

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

10. Authority

- 10.1 The School warrants that it has the full right and authority to enter into this Agreement.
- 10.2 IN WITNESS whereof the hands of the parties or their duly authorised representatives the day and year first above written.

Signed by

Duly authorised by the School

11. No Variations

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 Facilities

1. The outdoor sports areas and facilities to be made available for Community Use shall comprise the following (as shown in the plan below):

- Multi Use Games Area (MUGA)
- Playing Fields

2. The indoor sports areas and facilities (together with any ancillary facilities toilets, changing rooms etc) to be made available for Community Use shall comprise the following (as shown in the plan below):

- Sports Hall



Schedule 2 Arrangements for Community Use

1. Hours of Access

TERM-TIME

Community Use	Mon - Fri:	6.00pm – 9.00pm MUGA
		6.00pm – 9.30pm Indoor areas
	Sat:	9.00am – 4.30pm
	Sun:	9.00am – 4.30pm

2. Pricing

2.1 The rates for hiring out different areas are listed in the table below. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school. Organisations such as the Air Training Cadets will be charge under a separate leasing agreement.

2.2 Rates

Area	cost
Sports hall	£50.00 ph.
MUGA	£40 ph.

2.3 Cancellations

We reserve the right to cancel any agreed hiring. A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire. The hirer of the premises can cancel any hire with a minimum of 7 days' notice in writing and a minimum of 48 hours for changes to the booking. If less notice than this is given, the licensee shall not be entitled to a refund.

2.4 Review

The revenue raised from hiring out will be reviewed by the school and will be fed into the school's financial reporting, to ensure best value is being achieved. This policy and the charges will be reviewed by the governing body annually to ensure the prices are competitive and community use is at the heart of the policy.

3. **Application Process**

Those wishing to hire the premises must fill out the hire request form and read the terms and conditions of hire set out in the section below.

The hirer must fill out and sign the hire request form and submit it to the school office. Approval of the request will be determined by the school.

If the request is approved, the school will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. The school will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of their public liability insurance.

The school reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school, or reputational damage may occur.

Use of the premises will not be granted for the following activities and any hiring is subject to the condition that the premises will not be used for such activities.

- a) For political purposes or the teaching of party politics
- b) Showing of films for public exhibition.

- c) The supply, or offering to supply, any items of an offensive or indecent nature, or any firearms, ammunition, or replicas of such items.
- d) For a firework display or letting off of fireworks as part of a hiring for another purpose.
- e) For religious purposes

4. Terms and Conditions of Hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the school and shall not be entitled to offset any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a nonexclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out on the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time and must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide of copy of the relevant insurance certificate no less than 10 days before the start date of the licence.
9. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.

10. The hirer shall indemnify and keep indemnified the school from and against:
 - a. any damage to the premises or school equipment;
 - b. any claim by any third party against the school; and
 - c. all losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
11. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
12. Any cancellations by the hirer received with less than 7 days' notice will not be refunded.
13. Any cancellations by the school will be refunded.
14. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
15. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
16. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school.
17. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
18. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
19. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third-party intellectual property.
20. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
21. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.

22. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
23. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
24. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.
25. No smoking or gambling is permitted anywhere on the premises or surrounding site.
26. No gratuity is to be paid to the Site Manager or Site Management Team, who any other employees of the school/trust.

5. Parking Arrangements (if applicable)

- 5.1 10 car parking spaces shall be available to park for community users.

Schedule 3

1. Safeguarding

We are dedicated to ensuring the safeguarding of pupils at all times.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

2. Parking Arrangements

Car parking spaces shall be available for community users.

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

[Amend as appropriate]

Signed by

Duly authorised by the School

Signed by

Duly authorised by the Council