Tring School and Tring Sports Centre

Community Use Agreement







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DATE []

- (1) TRING SPORT AND LEISURE LIMITE ("The Sports Centre") of Mortimer Hill, Tring, HP23 5JD ("the Sports Centre")
- (2) TRING SCHOOL of Mortimer Hill, Tring, HP23 5JD ("the School")
- (3) RIDGEWAY LEARNING PARTNERSHIP ("The Trust") of Tring School, Mortimer Hill, Tring, HP23 5JD ("the Trust")
- (4) **DACORUM BOROUGH COUNCIL** of The Forum, Marlowes, Hemel Hempstead, Hertfordshire, HP1 1DN

1. Recitals

- 1.1 Planning Permission was granted by Dacorum Borough Council for the Development subject to conditions. Condition 22 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.
- 1.3 The Trust occupies the land and buildings on the basis of a Church Supplemental Agreement.
- 1.4 The Trust agrees to the provision of community access to the Sports Facilities for the facilities identified in Schedule 1.
- 1.5 Tring Sport and Leisure Limited (TSLL) operates the Sports Facilities on behalf of the Trust.

2. Definitions and Interpretation

2.1 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 and organisations.

Development means Tring School 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 and Sports Centre premises

Sports Centre means the sports facilities identified in

Schedule 1 to this Agreement forming part of

the School and Sports Centre premises

Parties means the parties to this Agreement

Planning Permission

means planning permission (reference

4/02329/19/MFA) granted by the Dacorum

Borough 31st January 2020.

Priority Groups

means those groups identified by the Parties

as being under represented for the particular

activity engaged in

School Premises

means the land and buildings comprising

Tring School

The Trust means the body responsible for monitoring

what the school provides and how the school best serves the local community and is comprised of staff, parents and community

members

3. Aims

- 3.1 Tring School and Tring Sports Centre 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 dropout 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 and Sports Centre agree 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 and Sports Centre 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

5.1 The Sports Centre will be responsible for marketing and promoting the Sports Facilities in accordance with the agreed aims and targets.

6. Management

- 6.1 The Sports Centre in conjunction with the School will be managing the facility bookings and marketing associated with this agreement. This will be reviewed, and agreed by the Chief Operating Officer for the Trust.
- 6.2 The School and the Sports Centre 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 and the Sports Centre 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.
- 6.3.2 The Trust, through the Sports Centre Board, will review the hirings 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 Trust 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:
- 7.1.1 contribute to a contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facilities.
- 7.1.2 increase the use of the Sports Facilities by any Priority Groups by staging special promotions or by offering discounted rates of hire;
- 7.1.3 improve and increase the stock of sports equipment for use in connection with the Sports Facilities if necessary.
- 7.1.4 gift aid to the school.

8. Monitoring and Review

- 8.1 The Sports Centre will review usage, bookings, maintenance and financial matters relating to the Community Use of the Sports Facilities annually.
- 8.2 The Sports Centre Board will ensure its accountability when taking forward changes that will help promote community use.
- 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.

The School and Sports Centre 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 Trust shall not materially reduce the level of community access to the Sports Facilities required by Condition 22 of the Planning Permission without the prior written approval of the local planning authority.

9. Duration of Agreement

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

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):

Artificial turf pitch

Tennis/netball courts

Playing field.

- 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.
 - Activity studio.
 - Changing rooms.
 - Swimming pool.



Schedule 2 Arrangements for Community Use

1. Hours of Access

The Sports Centre will ensure the facilities are open as follows:

Swimming pool during term time:

Monday to Thursday: 6:30am to 8:30am, 4pm to 10pm

Friday: 6:30am to 8:30am, 4pm to 9pm

Saturday 7am to 8pm

Sunday: 8am to 9pm

Swimming pool during school holidays:

Monday to Thursday: 6:30am to 10pm

Friday: 6:30am to 9pm

Saturday 7am to 8pm

Sunday: 8am to 9pm

Other facilities during term time (subject to time of year and lighting):

Monday to Thursday: 4pm to 10pm

Friday: 4pm to 9pm

Saturday 7am to 8pm

Sunday: 8am to 8pm

Other facilities during school holidays (subject to time of year and lighting):

Monday to Thursday: 6:30am to 10pm

Friday: 6:30am to 9pm

Saturday 7am to 8pm

Sunday: 8am to 8pm

2. Rates

2.1 A policy of affordable pricing shall apply to maximise community use and in accordance with the aims of this plan.

2.2 Prices shall be no greater than for similar facilities operating in Hertfordshire and the surrounding local authorities.

3. Booking arrangements

An easy and accessible advance booking arrangement for block bookings for the sports facilities shall be readily available.

4. Terms and conditions of hire

Please refer to the website for the most up to date T&Cs and refund policy. https://tringsportscentre.org/

6. Safeguarding

We are dedicated to ensuring the safeguarding of children 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 extracurricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

7. Parking Arrangements

An appropriate number of car parking spaces shall be available for community users outside of the school opening hours.