



**THE GOVERNING BODY  
and  
NORTH LINCOLNSHIRE COUNCIL**

**COMMUNITY USE AGREEMENT**

**This Agreement** is made on the 15th September 2016 and reviewed at Autumn Term 2019

**PARTIES**

1. **The Governing Body of The Grange Primary School ("the Governing Body")**
- and**
2. **North Lincolnshire Local Authority ("the Authority")**

## RECITALS

1. The Governing Body has the responsibility to manage and operate the facilities of the School
2. The Governing Body and the Authority wish to enter into this Agreement with the Club to make the facilities of the School available (when their use is not required by the School) for use by the local community to promote participation in community activities and encouraging provision of community facilities
3. The Authority has primary responsibility for the provision of leisure and community facilities across the borough, and sees this Agreement as a means of meeting that responsibility

## 2 DEFINITIONS AND INTERPRETATION

In this Agreement the following meanings apply, unless the context is clearly otherwise:

|                              |   |
|------------------------------|---|
| <b>Club Bookings</b>         | bookings with a named, established club with an agreed arrangement with the school  |
| <b>Community Use Period</b>  | the hours when the facilities are available for community use, set out in Schedule 1  |
| <b>Facility</b>              | the facilities specified in Schedule 1  |
| <b>Low Income</b>            | In receipt of Unemployment Benefit or Income Support  |
| <b>Marginal Costs</b>        | Staff costs and administration, heating, lighting, cleaning and routine maintenance, publicity, insurance premiums, non-capital equipment   |
| <b>Development Programme</b> | A programme of activities aimed at attracting and retaining new participants in activities, developing the activities of a community organisation, or maintaining the quality of provision for established participants |

|                                      |  |
|--------------------------------------|--|
| <b>Peak Use Period, or Peak Time</b> | the most busy period, defined in Schedule 1  |
| <b>People with Disabilities</b>      | all registered disabled people   |
| <b>Priority Groups</b>               | those categories of persons identified under Schedule 2                                    |
| <b>The School</b>                    | The Grange Primary School<br>Cornwall Road<br>Scunthorpe<br>North Lincolnshire<br>DN16 3AW |
| <b>School Core Time</b>              | Hours of School operation, defined in Schedule 1   |
| <b>The Premises</b>                  | The school's land, buildings and facilities  |

### 3 AIMS

The Governing Body and North Lincolnshire Council agree to support the development and use of the Facility in order to pursue the following aims:

- 3.1 To increase and improve the quality of community activities available to the pupils of the School in curricular and extra-curricular activities
- 3.2 To provide affordable opportunities for, residents and organisations to participate in community activities, particularly where low participation groups are involved

### 4. OBJECTIVES

**In accordance with the above aims the parties agree the following objectives:**

- 4.1 To maintain a balanced programme of use that satisfies school needs and provides for a wide range of community provision
- 4.2 To provide facilities at a cost to the user which is in line with local norms for other facilities under the control of the LA or subject to an agreement involving the LA

## 5. MANAGEMENT

The Governing Body agrees to:-

- 5.1 be responsible for managing the Facility to support the aims and objectives set out in this agreement.
- 5.2 make the Facility available as per schedule 1.
- 5.3 Develop specific agreements with clubs that will regularly use the facility
- 5.4 provide lights, heating and other amenities as required for the Facility to be used properly
- 5.5 maintain full reinstatement value insurance of the Facility against all usual commercial risks including public liability
- 5.6 keep the Facility in good order and repair accidental damage arising from damage by an insured risk
- 5.7 establish a practical policy framework covering issues relevant to managing and operating the Facility during periods allocated for community use. This framework should be refined or enlarged when there is a need arising.

Within the financial constraints imposed by Part 2 Chapter VI of the Education Act 1996 as amended and the Governing Body's Instrument of Government this framework should include:

- 5.7.1 agreement with user groups of an affordable pricing scheme which clearly assists the objectives of this Agreement whilst seeking to recover the Marginal Costs and where possible make some provision for replacement of end-of-life assets, so that the use can be financially sustainable

- 5.7.2 agreement with all parties regarding promotion, forward planning , take up targets for activities and review of performance
- 5.7.3 equal opportunities of access where appropriate
- 5.7.4 flexibility to extend access beyond the defined Community Use Period

provided that this does not adversely affect the School's activities

- 5.7.5 straightforward booking arrangements for Casual Use;
- 5.7.6 regular review of the programme bookings during the first three years of

operations of the Facility under this Agreement

- 5.7.7 appropriate arrangements & policies for child protection

5.8 The premises committee will oversee the above 5.1 to 5.6, pricing, promotion targets, performance review, targets for promotion of activities, and any other matter raised by signatories to this agreement. The committee shall include representatives from the Governing body and School management.

## **6. FINANCE**

- 6.1 Where the Marginal Costs of operating the Facility for community use are recovered from users, the Authority and the Governing Body agree to use this money towards the ongoing support, improvement & upkeep of the Facility
- 6.2 The Management Committee will include a cancellation / deferment policy in the pricing policy
- 6.3 The operation of the facilities must be self-financing without impact or financial support from the school's budget

## **TERMS OF USE**

Where a specific agreement is set up with a club, the club will be required to agree to:

- 7.1 ensure proper supervision of any activities taking place, with appropriately qualified and trained staff to provide a safe and secure environment.
- 7.2 have in place the correct insurance, policies, procedures that are required legally and under the terms of a club's membership of an accrediting body or association
- 7.3 have comprehensive safeguarding policies and procedures
- 7.4 not undertake any activities which in the view of the Governing Body conflict with the ethos of the school.

## **8. REVIEW**

The aims and objectives set out in Clauses 3 and 4 and the contents of Schedule 1 of this Agreement shall be reviewed on a regular basis by the parties. A suggested review period is every 12 months. Prior written approval of all the parties to this Agreement will be required before any revisions are made or implemented

## **9. DURATION OF AGREEMENT**

This Agreement will remain in force for as long as the site remains in educational use.

## **10. AUTHORITY**

The Governing Body warrants that it has the full right and authority to enter into this Agreement.

## **11. NO VARIATIONS**

This Agreement may only be varied by the written agreement of all parties.

**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 re-assign their rights or obligations, with the exception of clause 16.

**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.

**17. APPOINTMENT OF SUB-CONTRACTOR**

The Authority shall have the right to appoint a sub-contractor to carry out the duties of the

Authority under this Agreement. The Authority will ensure that:

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

17.2 the sub-contractor enters into an agreement with the parties to this Agreement that they will be bound by all of the terms of this Agreement.

**18. A PARTY CEASING TO EXIST**

In the event that either the Governing Body or the Club ceases to exist or is wound up, this Agreement shall continue in force between the remaining parties; and the Authority shall seek to continue to have the Facility made available for community use in accordance with this Agreement.

**19. CHANGE OF SCHOOL CATEGORY**

The Governing Body and the Authority both agree not to take any step to change the category of the School pursuant to the provisions of the School Standards and Framework Act 1998 as amended without seeking to secure the continued community use of the Facility in accordance with this Agreement.



**IN WITNESS** whereof the parties have executed this Agreement as a Deed.

Executed as a Deed by affixing

***THE COMMON SEAL of THE  
COUNCIL OF THE BOROUGH  
OF NORTH LINCOLNSHIRE***

in the presence of :-

Head of Legal Services/Authorised signatory

Authorised signatory and date

**SIGNED** for and on behalf of :-

**THE GOVERNING BODY  
OF THE GRANGE PRIMARY SCHOOL**

Authorised Signatory and date

**SCHEDULE 1: Facilities & Hours of Use**

S1.1 The School core hours are 8:00 am — 4.00 pm during term time, with the term dates defined by the calendar available from the School and held on the Authority's website.

S1.2 The hours available for each facility are as follows:

| Facility  | Details | Availability (times)         | Days                          |
|---|---------|------------------------------|-------------------------------|
| Hall  |         | Outside of school core hours | Weekdays / weekends agreement |
| 1 extensive field   |         | Outside of school core hours | Weekdays / weekends agreement |
| 2 x hard play surfaces<br><br>(described as pupils playgrounds) |         | Outside of school core hours | Weekdays / weekends agreement |

## **SCHEDULE 2: Pricing and Booking Arrangements**

- 1.1 A policy of affordable pricing shall apply to maximise Community Use and in accordance with the aims of this Agreement. Prices shall be no greater than for similar local authority run facilities in North Lincolnshire Authority area.

### **2. Booking arrangements**

- 2.1 An easy and accessible advance booking arrangement for casual use and block bookings shall be established for hire of the Sports Facilities using a standard booking form as per Local Authority guidance.

- 2.2 The agreed booking arrangements shall operate as follows:-

*[Describe intended booking arrangements for the Sports Facilities. Management Committee to finalise booking arrangements after the first management meeting]*

### **3. Parking Arrangements (if applicable)**

- 3.1 The visitors car parking spaces shall not be available to park for community users.