

Date: 09/01/2025

Draft Agreement in relation to arrangements for community use of sports facilities at Tannery Drift First School

In connection with Planning Permission 24/00155/FP

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Terms of Reference

20th December 2024

- (1) **TANNERY DRIFT FIRST SCHOOL** of Tannery Drift, Royston (“the **School**”)
- (2) **NORTH HERTS DISTRICT COUNCIL** of Council Offices, Gernon Rd, Letchworth Garden City SG6 3JF (“the **Council**”)
- (3) **HERTFORDSHIRE COUNTY COUNCIL** of Farnham / Robertson House Six Hills Way, Stevenage, SG1 2ST (“the **County Council**”)
- (4) **HERTFORDSHIRE COUNTY COUNCIL** (“the **Landowner**”)
- (5) **HERTS SPORT AND PHYSICAL ACTIVITY PARTNERSHIP (HSP)** (“the County Sports Partnership”)

1. Recitals

- 1.1 Planning Permission was granted by the *Council* for the Development subject to conditions. Condition 24/00155/FP 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 *indoor* Sports Facilities at the Development, 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 24/00155/FP.
- 1.3 The School is the owner of the School Premises and is responsible for their use.
- 1.4 The Council has responsibility for the provision of sports facilities in the North Herts area for use by and for the benefit of the community and is desirous of entering into this Agreement in furtherance of that responsibility and as the local planning authority in respect of the Development.
- 1.5 The County Council is the local education authority for the area and the Landowner.

- 1.6 The Landowner is the owner of the Tannery Drift First School and agrees to provision of community access to the Sports Facilities (timber frame building located on the school field).
- 1.7 The County Sports Partnership supports and promotes community participation in sports in the local area.

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 and organisations.
Development	means timber building on the school field 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 24/00155/FP granted by the <i>Council</i> on 19 th March 2024.
Priority Groups	means those groups identified by the Parties as being under-represented for the particular activity engaged in.
Review Committee	means representatives of each of the Parties to this Agreement or their nominees.
School Core Times	means 7.30am to 6pm Mondays to Fridays during term time as defined in Schedule 2 to this Agreement

School Premises

means the land and buildings comprising Tannery Drift First 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 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 without impacting on the core purpose, aims and smooth running of the school.

4. Arrangements for Community Use

The School agrees to make the Sports Facilities available for Community Use in accordance with the provisions of Schedule 2 to this Agreement and may also be offered during School Core Times in accordance with school Safeguarding Policy and Procedures.

5. Targets for Community Use

The School shall use reasonable endeavours to work with *relevant partners e.g. County Sports Partnership*, to provide a range of opportunities and pathways for the community. These may include existing initiatives and new local activities.

6. 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.

7. Management

7.1 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.

8. Financial Matters

8.1 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:

8.1.1 contribute to a contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facilities.

9. Monitoring and Review

9.1 One month prior to the date on which the Review Committee produces its annual report the School 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 School 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 School shall not materially reduce the level of community access to the Sports Facilities required by Condition 24/00155/FP of the Planning Permission without the prior written approval of the local planning authority following consultation with Sport England.

10. 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.

11. Authority

The School 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. 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

1. The indoor sports facility (together with any ancillary facilities (*toilets, kitchen*) to be made available for Community Use shall comprise the following (as shown in red on the image below):-



Schedule 2

Arrangements for Community Use

1. Users

- 1.1 The timber framed building on the school field shall be made available for Community Use. Use of the field or tennis courts is not covered by this agreement.

2. Hours of Access

TERM-TIME (excluding Bank Holidays)

Community Use	Mon - Thurs:	6.30pm – 10pm
	Sat:	9am – 5pm
	Sun:	9am – 3pm

SCHOOL HOLIDAYS (excluding Bank Holidays)

Community Use	Mon - Fri:	9am – 5pm
	Sat:	9am – 5pm
	Sun:	9am – 3pm

The facilities will only be available for bookings at these times, if not already used by the school for the benefit of the school community.

3. Pricing

- 3.1 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 Hertfordshire, benchmarking of pricing will be undertaken annually.

4. Booking arrangements

- 4.1 An easy and accessible advance booking arrangement for bookings shall be established for hire of the Facilities using a standard booking form.

- 4.2 The agreed booking arrangements shall operate in accordance with the School's Lettings and Community Use Policy.

5. Parking Arrangements (if applicable)

- 5.1 Car parking spaces shall be available in the School's drop off zone for community users. When the school is not in use, additional parking is available in the staff car park.

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

Signed by

Duly authorised by the Council

Signed by

Duly authorised by the County Council

Signed by

Duly authorised by the Landowner

Signed by

Duly authorised by the County Sports Partnership/Community Sports Network

All committee members may claim allowances in respect of actual expenditure incurred whilst attending meetings of the committee. Members may not claim for actual or potential loss of earnings or income.

The school's normal systems for authorising and processing payments will apply to claims made under this scheme.

Criteria for Claims

- All claims must be submitted to the Chairperson / Secretary, within one month of the expenditure being incurred.
- Receipts must be supplied to support claims for reimbursement, e.g., public transport tickets.
- Allowance for travel cannot exceed the HMRC authorised mileage rates.

Eligible Expenses

Claims may be subject to audit where deemed necessary. Categories of eligible expenditure are as follows:

- Extra costs involved either because there is a special need or because English is not the first language
- Travel
- Any other justifiable allowance

5. Allowance Rates

Expenditure	Rates Payable
Support for Special Needs	Extra costs incurred as a result
Support if English is not first language	Extra costs incurred as a result
Travel - Mileage	In accordance with the HMRC Authorised Mileage Rates https://www.gov.uk/government/publications/rates-and-allowances-travel-mileage-and-fuel-allowances

Travel - Public transport	To be pre-approved by the Chairperson. Actual costs incurred. However, where more than one class of fare is available, the rate shall be limited to second-class fares. For travel by taxi the cost must not exceed £20 per journey.
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