



**Manor church of England Secondary School**  
**COMMUNITY USE AGREEMENT**

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**MANOR CHURCH OF ENGLAND SECONDARY SCHOOL**  
**and**  
**City of York Council**

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**April 2009**

## COMMUNITY USE AGREEMENT

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## 1. TITLE OF PROJECT

1.1 Community use of Leisure facilities

## 2. DATE OF AGREEMENT

2.1 1<sup>st</sup> April 2009

## 3. PARTIES OF AGREEMENT

3.1 The City of York Council of The Guildhall, York (Learning, Culture and Children's Services) ; the Governing Body of Manor Church of England Secondary School.

## 4. INTRODUCTION

4.1 This voluntary Agreement is between the Governing Body of Manor Church of England Secondary School and The City of York Council. The Agreement sets out a joint approach towards the development, promotion and use of the school facilities as a centre for sport and active leisure.

4.2 The City's sports partnership "Active York", of which the Council is a member has a Sport and Active Leisure Plan which has as its mission and key strategies:

### **Mission**

We want York to be a city that offers the widest range of opportunities for active leisure so that citizens may benefit from better health, enjoyment, and the achievement of individual potential.

### **Strategies**

To increase participation in Sport & Active Leisure activities by:

- Improving facilities
- Raising awareness of opportunities for and benefits of participation.
- Developing sport
- Developing good working relationships with citizens, customers and communities

4.3 The Governing Body is the body primarily responsible for the control of the use of school premises and wishes to enter into this Agreement so that the School's sports facilities can be made available (when their use is not required by the School) for use by the local community in support of the York Sport and Active Leisure Plan.

4.4 The City of York Council Learning Culture & Children’s Services is primarily responsible for the provision of recreation activity in the York area for the benefit of the community and wishes to enter into this Agreement in furtherance of that responsibility and in support of the York Sport and Active Leisure Plan and Extended Schools Programme. It will develop the strategies and promote the development of sport and active leisure in liaison with the school’s Governing Body.

## 5. DEFINITIONS

<b>The Parties</b>	The City of York Council (Learning Culture & Children’s Services)and The Governing Body of Manor Church of England Secondary School
<b>The Sporting Facility</b>	Externally any football, cricket, netball, basketball, hockey pitches or multi-use games areas. Internally any hall or gym spaces for indoor sports or active leisure activities, and the supporting changing and ancillary facilities to support these activities.
<b>The Use</b>	Availability for any individual(s) or group to book those parts of the school sporting facilities for sporting use..
<b>The School</b>	Manor Church of England Secondary School
<b>School Core Hours</b>	8.00am to 6.00pm weekdays during school term time
<b>The School Premises</b>	The land and buildings provided for and essential to the educational purposes of the school.
<b>Sports Development and Initiatives</b>	Programmes of activities aimed at attracting and sustaining the interest of new participants in sport with the overall objective of establishing new clubs or encouraging new participants to join established clubs.
<b>Activity Programme</b>	The range and timing of activities and opportunities to be made available at the sports facilities.
<b>Target Groups</b>	Those categories of persons identified in clause 7.1

## 6. **AIMS**

6.1 The parties agree to support the development of sporting facilities within the school in order to pursue the following aim(s):

- To increase and improve the quality of sporting opportunities for the pupils of the school and to extend their curricular and extra-curricular sports activities.
- To provide additional opportunities for local people and sports organisations to participate in sport and to develop their skills, particularly among low participant groups.
- To establish the school as a City of York Council centre for community sports.
- To raise the standards of sports and recreation in York.

## 7. **PROJECT PRINCIPLES**

7.1 In accordance with the above aims, the project will have the following objectives:

- To maximise community use of the facilities outside school core hours during term time, school holidays, evenings and weekends.
- To promote and operate a balanced programme of sports development by providing opportunities for beginners, for people wishing to improve their sporting skills through competition and training for players.
- To promote and establish a structured programme of Community Sports Development Initiatives aimed at attracting new participants to sport and active leisure, particularly from the following target groups:

Young people;

Ethnic minorities;

People with disabilities;

Other specified target groups agreed between the parties to this Agreement.

7.2 To operate a balanced programme of use which satisfies school curriculum and extra-curricular sports needs and provides for a wide range of community sports use (where feasible) including provision for both sports development initiatives run in conjunction with partners and organised club sessions for local clubs and teams.

## 8. TARGETS FOR COMMUNITY USE

8.1 The Parties undertake to use their reasonable endeavours to achieve the following targets for the project within 2 year(s) of the Community Use Agreement becoming operational:

- A minimum of 25 hours per week of actual community use throughout the year (with higher levels of use during school holidays) made up from the following activities:
- Use by the school.
- Use by clubs for training. This will include local clubs.
- Use by clubs for casual and competitive matches.
- Use for active leisure.

## 9. PROMOTION AND DEVELOPMENT

9.1 The parties will be responsible for promoting the Sporting Facility in accordance with the agreed aims, objectives and targets.

9.2 The parties will establish and promote an activity programme which reflects the interests of the school, clubs and the local community. Including supporting the partnership agreement between the school and its partner clubs the details of which are contained in annex 2.

9.3 The Activity programme will include the development and promotion of the sports facilities for accessible sports and facilities for people with disabilities.

## 10. COMMITMENT TO EQUALITY

10.1 The Governing Body agrees to share the Council's commitment to equality. One of the Council's priorities is "*to ensure that all residents can take part in the life of the city*" which is supported through actions to "*work towards equal opportunities for all*".

10.2 The Council recognises that inequality, disadvantage and discrimination exist in society. It aims to ensure that no one who deals with the Council receives less favourable treatment on the grounds of: -

- age
- race
- ethnicity
- mobility of lifestyle
- religion
- marital status
- gender
- sexual orientation
- physical or mental disability

- HIV status (*HIV status is included specifically as this is an area where discrimination is known to occur*).

10.3 The Council welcomes and values the diversity (of age, race, ethnicity, etc) present in York and is committed to making its services, facilities and resources accessible and responsive to the people and communities of York.

## 11. **MANAGEMENT**

11.1 The Governing Body will be responsible for the Sporting Facility and will resource, manage and maintain it in agreement with its Partner in a manner that will allow the agreed targets to be achieved.

11.2 The parties will manage and operate the facilities in a way which promotes:

- a policy of affordable pricing, based on similar local authority run facilities in the City of York area, which clearly demonstrates the capability of achieving the targets for community use. Current prices are contained in Annex 1
- equal opportunities of access for the principal user groups.
- flexibility to extend access, provided that this does not adversely affect the school curriculum requirements, and conversely to relinquish control temporarily on reasonable request and notice given by the Governing Body.
- an easy and accessible booking arrangement for community use.
- provision of crèche facilities when appropriate and feasible, to allow greater parent participation.
- regular review of the programme and, in particular, organised club bookings during the first year of the Community Use Agreement.

11.3 A small 'Management Review Group' will be established by the School who will be responsible for ensuring that the key aims, objectives, targets, and development opportunities are met. This group would also oversee the development of a system for the administration of bookings within the community use agreement. The Management Review Group will ideally include a senior member of the School staff, a school Governor, a member of a facility user group, a local sports club user and a representative of the Council's sport & Active Leisure team.

11.4 The Management Review Group will undertake a regular review of the programme and, in particular, organised club bookings during the first year of the Community Use Agreement.

11.5 No later than 1 May in every year during the currency of this Agreement an anticipated one year sports Programme of use will be prepared by the parties and submitted to The Governing Body and City of York Council

Learning Culture & Children's Services, for their comment and to make any suggested amendments to better meet the objectives of this agreement.

## 12. **FINANCE**

12.1 Under the Education Act 2002 and associated regulations, the Governing Body are free to enter into agreements for making available the school premises and/or the Sporting Facility to other persons or bodies on such term and at such cost as they may in their discretion determine. Such agreements shall not, however, prejudice the operation of this Agreement. The maintenance and upkeep of the Sporting Facilities should be built into the costs of use. The Governing Body shall comply with the principles for financial management of extended schools programmes by complying with the following basic principles:

- Ensuring separate accounts are kept for this activity.
- Ensuring the activity is self financing and the school's delegated budget share cannot be used for funding additional activities and services, except study support for pupils.
- Failure to comply with regulations on the financial procedures could lead to the removal of the governing body's power to discharge its delegated budget.

## 13. **MONITORING AND EVALUATION**

13.1 The Parties may occasionally undertake additional monitoring and evaluation of the progress and development of the Agreement. This will be undertaken by or with the full knowledge of the management review group.

## 14. **REVIEW**

14.1 From time to time it will be necessary to review the aims, objectives, targets and Programme of use. Prior written approval of all the parties to this Agreement will be required before any revisions are made or implemented. This will be undertaken by the management review group.

## 15. **DURATION OF AGREEMENT**

15.1 This agreement will remain in force for a minimum of 15 years and there after for as long as the parties wish. Three months notice must be given by either party to the other party of the intention to terminate the agreement.

## 16. **AUTHORITY AND DIRECTIONS**



16.1 The Parties undertake to procure, so far as they are able, that those persons employed at the school and their partner, comply with the terms of this Agreement.

16.2 The Parties will have regard to the desirability of the school premises being made available for use by members of the local community, at times and prices which contribute to the achievement of the aims and objectives set out in this Agreement.

**17. VARIATIONS**

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

Signed by the Assistant Director of Learning Culture and Children’s Services duly authorised for the City of York Council (C.D. Croft)

Date: .....

Signed by the Chair of the Governing Body of Manor church of England Secondary School ( )

Date: .....

**Annex 1**

Charges: There will be variable hire rates depending on the users, time of day or the activity.

Examples of current charges are:

Sports Hall:

Full Hall: (55 mins):	£40
Half Hall: (55 mins):	£25

Activity studio:

55 minute session	£30
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MUGA

Per court::	£6
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Synthetic pitch

Third:	£27
Full:	£55
Full Pitch Match:	£60

*All prices were correct at time of print and are subject to change.*

*All prices are to be reviewed annually*