

Date: 26 March 2024

The Whitehaven Academy

Cumberland Council

Cumbria Education Trust

Agreement in relation to arrangements for
community use of sports facility at The
Whitehaven Academy

In connection with Planning Permission
reference 4/22/2118/0F1

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DATE 26 March 2024

- (1) THE WHITEHAVEN ACADEMY of Cleator Moor Road, Hensingham, Whitehaven, Cumbria, CA28 8TY ("the School")
- (2) CUMBERLAND COUNCIL of Cumbria House, 117 Botchergate, Carlisle, CA1 1RD ("the Landowner and the Council")

1. Recitals

- 1.1 Planning Permission was granted by the Council for the Development subject to conditions. Condition 6 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 outdoor Sports Facility 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 6.
- 1.3 The Landowner is the owner of the School Premises.
- 1.4 The Council has responsibility for the provision of sports facilities in the Copeland 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 Landowner and Council is the local education authority for the area.
- 1.6 The Landowner and Council agrees to provision of community access to the Sports Facility.
- 1.7 The School (part of Cumbria Education Trust) will manage and operate the facility.

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 Facility by the local community including organised sports clubs, organisations and for casual use.
Casual Use	means availability for any individual(s) or groups to book the Sports Facilities up to 2 days in advance for use on a pay-as-you-play basis, where space is available
Development	means an artificial grass pitch with hardstanding and associated fencing and sports lighting system for which Planning Permission has been granted.
Sports Facilities	means the sports facility 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 4/22/2118/0F1) granted by the Council on 06/06/2022.
Priority Groups	means those groups identified by the Parties as being underrepresented 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 08:00 to 16:00 Mondays to Fridays during term time as defined in Schedule 2 to this Agreement.
School Premises	means the land and buildings comprising the 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 facility 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 facility and to be self financing in terms of community use;

4. Arrangements for Community Use

The School agrees to make the Sports Facility available for Community Use in accordance with the provisions of Schedule 2 to this Agreement.

5. Targets for Community Use

The School shall use reasonable endeavours to achieve community use targets where appropriate in line with appropriate sports development strategies, including making a contribution to local participation targets for sporting and physical activity.

6. Marketing and Promotion

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

7. Financial Matters

- 7.1 The School endeavours to ensure that the costs of operating Community Use at the Sports Facility 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 Facility.
- 7.1.2 increase the use of the Sports Facility 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 Facility.

8. Monitoring and Review

- 8.1 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 Facility to assist with the development and improvement of community access.
- 8.2 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 Facility;
 - pricing policy;
 - compliance with targets and aims of this Agreement;
 - marketing;
 - financial performance of the Sports Facility during the previous year; and
 - maintenance.
- 8.3 The Review Committee shall prepare a report based on the above assessment and prepare recommendations as to how Community Use of the Sports Facility can be further developed and improved.
- 8.4 The School shall implement all reasonable recommendations of the Review Committee 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 6 of the Planning Permission without the prior written approval of the local planning authority following consultation with Sport England.

9. Duration of Agreement

This Agreement shall operate for so long as the School Facility is 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

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

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

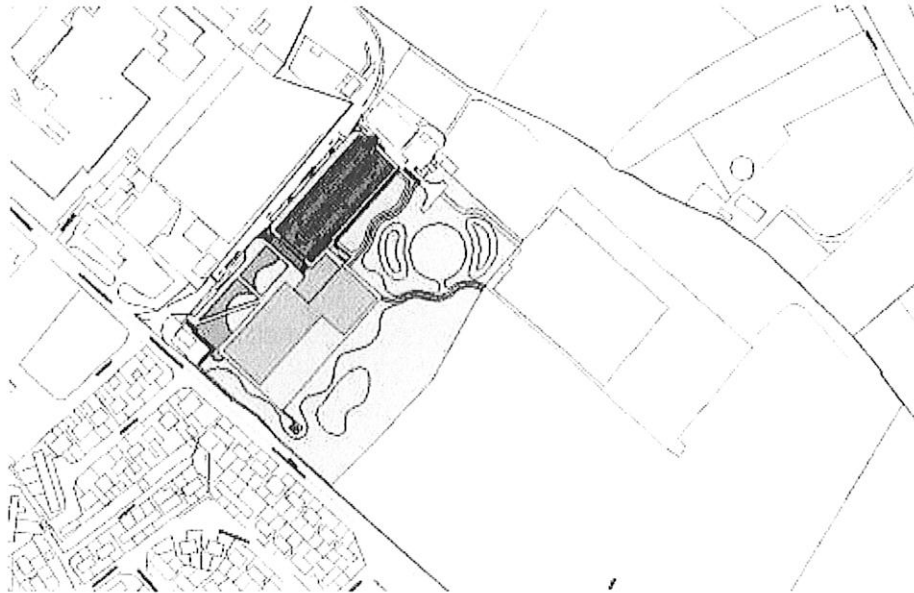
This Agreement is personal to the parties and none of them shall assign sub-contract or otherwise deal with their rights or obligations without the prior written consent of the others.

16. Governing Law and Jurisdiction

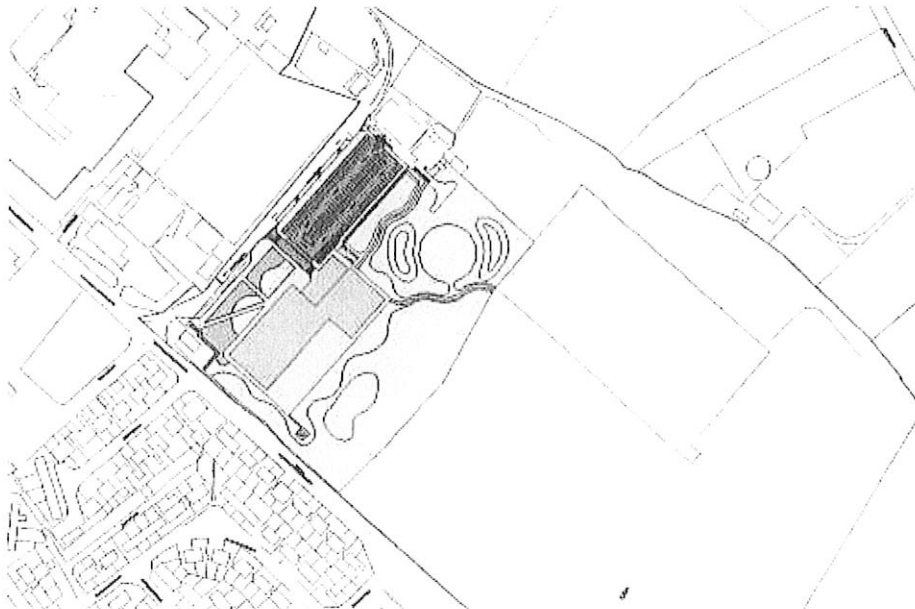
This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1

1. The outdoor sports facility to be made available for Community Use shall comprise the following (as shown edged red on the attached plan):-



2. The ancillary facilities (toilets/changing rooms) to be made available for Community Use shall comprise the following (as shown edged red on the attached plan):-



Schedule 2

Arrangements for Community Use

1. Users

- 1.1 The Sports Facility shall be made available for Community Use.

2. Hours of Access

TERM-TIME

Community Use	Mon - Fri:	17:00 to 21:00
	Sat:	09:00 to 19:00
	Sun:	10:00 to 17:00

SCHOOL HOLIDAYS

Community Use	Mon - Fri:	08:00 to 21:00
	Sat:	09:00 to 19:00
	Sun:	10:00 to 17:00

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 Copeland.

Per hour, lettings shall be charged at £35 for the full pitch.

4. Booking arrangements

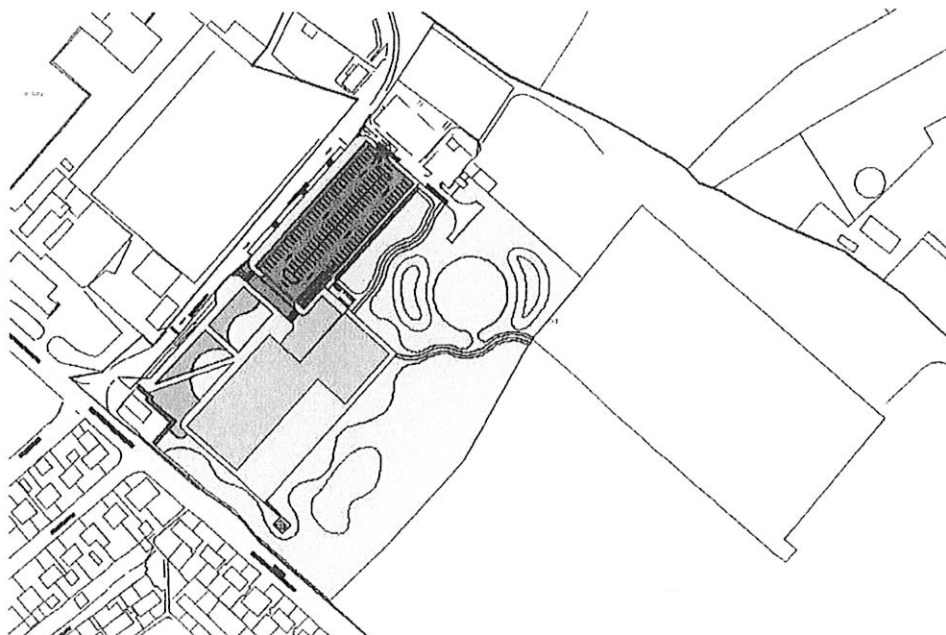
- 4.1 An easy and accessible advance booking arrangement for Casual Use and block bookings shall be established for hire of the Sports Facilities using a standard booking form.

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

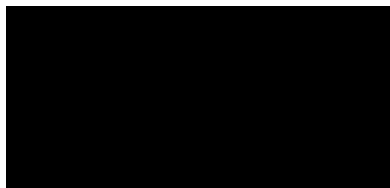
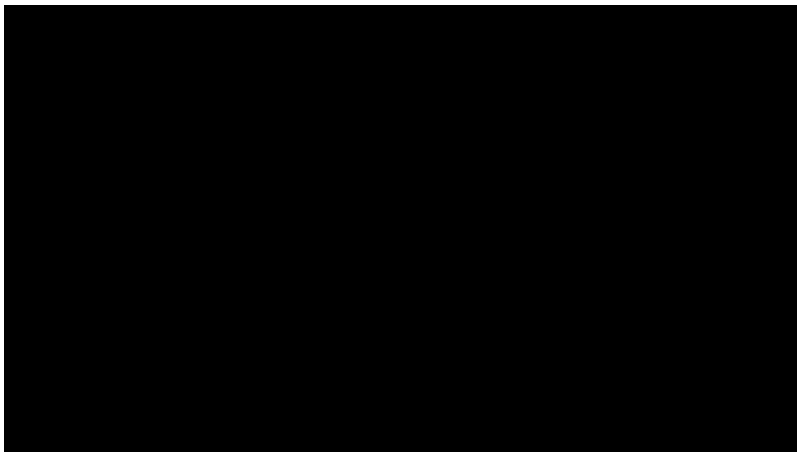
Booking arrangements are to be made through the school office and confirmed only once in receipt of a signed booking form accepting the terms and conditions of use.

5. Parking Arrangements

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

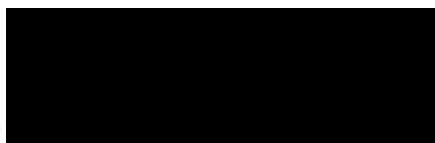


IN WITNESS whereof the hands of the parties or their duly authorised representatives the day and year first above written.



Signed by

Duly authorised by the Landowner and Council



Signed by ...

Duly authorised by Cumbria Education Trust