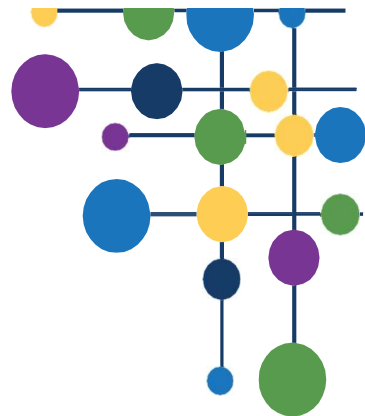




SHARE Multi Academy Trust

COMMUNITY USE AGREEMENT

Academy: Shelley College, A SHARE Academy
Planning Application Reference: 2022/62/90858/E
Planning Permission Date: 13 October 2023

Development: Construction of 3G Artificial Grass Pitch with 4.5m perimeter fencing and 15m floodlighting at Shelley College, Huddersfield Road, Shelley, Huddersfield, HD8 8NL.

PARTIES

- (1) **SHELLEY COLLEGE, A SHARE ACADEMY** of Huddersfield Road, Shelley, Huddersfield, HD8 8NL ("the School")
- (2) **SHARE MULTI ACADEMY TRUST** of c/o Shelley College, Huddersfield Road, Shelley, Huddersfield, HD8 8NL ("the Trust")
- (3) **KIRKLEES COUNCIL**, of Civic Centre 3, High Street, Huddersfield, HD1 2TG (the "Council")

Draft Agreement in relation to arrangements for community use of sports facilities at Shelley College in connection with Planning Permission 2022/62/90858/E.

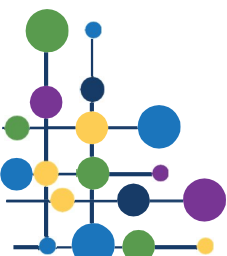
RECITALS

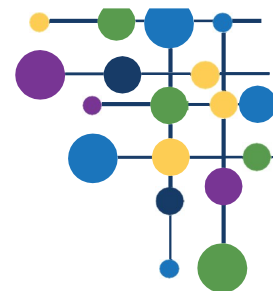
Planning permission was granted by Kirklees Council for the construction of a 3G Artificial Grass Pitch with associated fencing and floodlighting at Shelley College under application reference 2022/62/90858/E.

Condition 3 of the planning permission requires a Community Use Agreement to be prepared in consultation with Sport England and approved by the Local Planning Authority before the facility is brought into use. The agreement must include details of pricing policy, hours of use, access by non-college users, management responsibilities and a review mechanism.

The Parties wish to ensure that the artificial grass pitch is made available to the wider community when not required for educational purposes.

The Parties agree that access will be managed in a manner that promotes participation in sport whilst protecting the amenity of neighbouring residents.





DEFINITIONS AND INTERPRETATION

Community Use: means use of the Artificial Grass Pitch by sports clubs, community groups, schools, charities, organisations and members of the public.

Casual Use: means availability for any individual(s) or groups to book the Artificial Grass Pitch up to 0 days in advance for use on a pay-as-you-play basis, where space is available.

Artificial Grass Pitch (AGP): means the FIFA and FA compliant 3G football pitch constructed pursuant to planning permission 2022/62/90858/E

Sports Facilities: means the Artificial Grass Pitch

Development: means the installation of a new full-size synthetic 3G pitch with floodlighting and fencing to replace the existing natural grass area for which Planning Permission 2022/62/90858/E has been granted.

Parties: means the parties to this Agreement.

Planning Permission: means planning permission (reference 2022/62/90858/E) granted by Kirklees Council on 13 October 2023.

School Core Times: means those periods when the facility is required for curriculum delivery, enrichment activities and other education-related purposes, usually between 8.00am to 17.00pm Mondays to Fridays during term time as defined in this Agreement.

Peak Time: means weekdays between 17.00pm and 22.00pm and weekends during permitted operating hours.

School Premises: means the land and buildings comprising Shelley College, A Share Academy of Huddersfield Road, Shelley, Huddersfield, HD8 8NL.

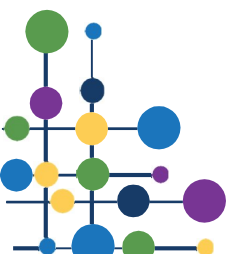
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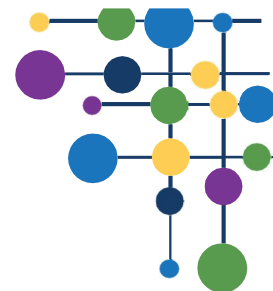
The Parties agree that the objectives of this Agreement are to:

- Provide high-quality community sports facilities for local residents.
- Increase participation in sport and physical activity.
- Encourage participation from under-represented groups.
- Support local grassroots sport.
- Promote links between the School and local sports clubs.
- Ensure affordable and equitable access.
- Maintain compliance with all planning conditions associated with the development

ARRANGEMENTS FOR COMMUNITY USE

The School agrees to make the Sports Facilities available for Community Use in accordance with the provisions of this Agreement, and may also be offered during School Core Times subject to prior agreement by the school.





TARGETS FOR COMMUNITY USE

The School, and any appointed letting agent acting on behalf of the School/Trust, shall use reasonable endeavours to achieve community use targets in line with appropriate sports development strategies, including making a contribution to local participation targets for sporting and physical activity. The School shall work with the Council, Sport England, and local sports bodies to provide a range of opportunities and pathways for the community.

MARKETING AND PROMOTION

The School, or an appointed agent, will be responsible for marketing and promoting the Sports Facilities in accordance with the agreed aims and targets. A marketing strategy will be prepared, implemented, and reviewed on a regular basis.

MANAGEMENT RESPONSABILITIES

The Trust will be responsible for the management of the Sports Facilities and may appoint an external agent to assist with the day-to-day management of the Sports Facilities.

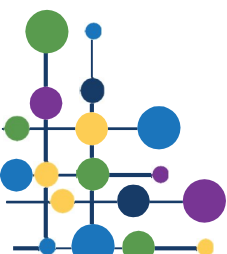
The Trust/School, or an appointed agent on behalf of the school/trust, shall:

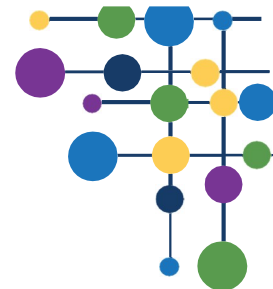
- Manage all bookings.
- Maintain the pitch in accordance with manufacturer requirements and governing body standards.
- Ensure the floodlighting system is safely maintained.
- Ensure safeguarding arrangements are in place.
- Ensure appropriate insurance is maintained.
- Ensure health and safety compliance.

SAFEGUARDING AND ACCESSIBILITY

All users of the Sports Facilities shall:

- Comply with safeguarding legislation and Trust policies.
- Make reasonable adjustments for disabled users.
- Promote equality of access.
- Operate the facility without unlawful discrimination.





MONITORING AND REVIEW

The Parties shall review this Agreement annually.

The review shall include consideration of:

- Community usage levels.
- Pricing.
- Community access.
- Complaints received.
- Maintenance arrangements.
- Future development opportunities.

Any material amendments shall be agreed in writing and where required submitted to the Local Planning Authority.

The Trust/School, or an appointed agent acting on behalf of the Trust/School, shall maintain records of:

- Bookings.
- Usage statistics.
- Community participation.
- Complaints.
- Maintenance activities.

LEGAL & STANDARD CLAUSES

This Agreement shall remain in force for the lifetime of the artificial grass pitch unless superseded by a replacement agreement approved by the Local Planning Authority.

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

No Variations: This Agreement may only be varied in writing by a document executed by all Parties.

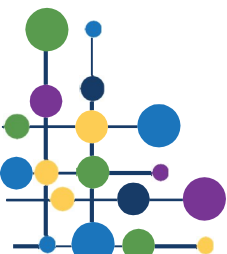
No Agency: Nothing in this Agreement shall be construed as creating a partnership, joint venture, or contract of employment between the parties.

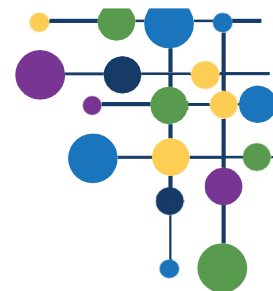
Severability: If any term is held invalid, it shall not affect the validity of the remaining parts of this Agreement.

Waiver: No term shall be considered waived unless a waiver is given explicitly in writing.

Non-Assignability: This Agreement is personal to the parties; neither shall assign or subcontract rights without prior written consent.

Governing Law and Jurisdiction: This Agreement shall be governed by the laws of England and Wales.





SCHEDULE 1: THE SPORTS FACILITIES

The following facilities shall be available for community use subject to availability:

- Full size 3G Artificial Grass Pitch.
- Floodlighting system.
- Player access routes.
- Spectator areas where appropriate.
- Changing rooms and toilet facilities where available.
- Car parking facilities.

SCHEDULE 2: ARRANGEMENTS FOR COMMUNITY USE

Hours of Access

In strict accordance with planning condition 7, community use is limited to the following hours:

Period	Mon - Fri	Sat	Sun & Public Holidays
Term time	17:00 - 22:00	08:00 - 22:00	08:00 - 16:00
School Holidays	08:00 - 22:00	08:00 - 22:00	08:00 - 16:00

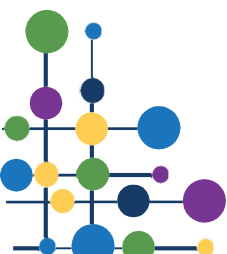
During School hours the school will take priority and the facility only available for community use with School permission. The facilities shall not be available outside these hours. Floodlighting shall only operate in accordance with the approved planning permission and approved lighting control arrangements.

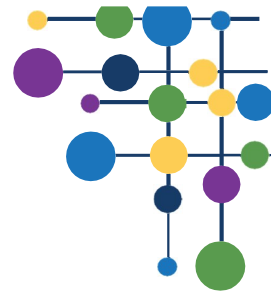
The Trust reserves the right, at its sole discretion, to restrict, suspend, or otherwise vary community use of the Sports Facilities during term time and/or school holiday periods where reasonably required to facilitate the inspection, repair, maintenance, refurbishment, improvement, or other operational requirements of the School and its wider estate. The School /Trust shall endeavour to provide reasonable notice of any such restriction where practicable.

Pricing & Priority Allocation

The School shall operate a transparent pricing structure. The pricing policy shall seek to:

- Remain affordable and accessible.
- Be broadly comparable with similar facilities in Kirklees.
- Offer concessions where appropriate for:
 - Junior clubs;
 - Disability groups;
 - Community organisations;
 - School partnerships.





A schedule of charges shall be reviewed annually.

Booking Arrangements

Bookings will be made either directly with the school or with an appointed agent if one is being utilised.

Parking Arrangements

Community users may make use of the onsite school parking facilities, however priority is given to staff and School users during term time.

SIGNATURES

IN WITNESS whereof, the hands of the parties or their duly authorised representatives.

Signed by: _____ Date: _____
*Duly authorised for and on behalf of **Share Multi Academy Trust***

Signed by: _____ Date: _____
*Duly authorised for and on behalf of **Shelley College, A SHARE Academy***

Signed by: _____ Date: _____
*Duly authorised for and on behalf of **Kirklees Council***

