

Porter, Karen

From: Fidler, Richard
Sent: 04 August 2015 13:45
To: _planningadvice
Subject: RE: APPROVAL OF CONDITION 14 - COMMUNITY USE AGREEMENT CONSULTATION

No need to book in as con comp – scan to original application H09-0080-12.

From: Porter, Karen **On Behalf Of** _planningadvice
Sent: 04 August 2015 11:31
To: Fidler, Richard
Subject: FW: APPROVAL OF CONDITION 14 - COMMUNITY USE AGREEMENT CONSULTATION

Ignore last email – cant even get that right – this is the correct one.

Ta

From: Dev_PlanningSupport [mailto:Dev_PlanningSupport@lincolnshire.gov.uk]
Sent: 04 August 2015 09:38
To: planning.eastmidlands@sportengland.org; _planningadvice; Katie Gosling
Subject: APPROVAL OF CONDITION 14 - COMMUNITY USE AGREEMENT CONSULTATION

Dear Sir/Madam

REFERENCE: H9/0080/12
DEVELOPMENT: TO CONSTRUCT NEW ACADEMIC ACCOMMODATION FOR UNIVERSITY ACADEMY HOLBEACH AND ASSOCIATED LANDSCAPING
LOCATION: UNIVERSITY ACADEMY HOLBEACH (FORMERLY THE GEORGE FARMER TECHNOLOGY AND LANGUAGE COLLEGE)

APPROVAL OF CONDITION(S) 14 COMMUNITY USE AGREEMENT

I refer to the above planning application for which an application to discharge condition(s) 14 has been submitted. Please find attached details for your use.

It would be appreciated if your observations could be made as soon as possible, but in any event within 14 days of the date of this e-mail. If your views are not received within the specified time then it will be assumed that you have no comments to make on this application.

Should you feel that you require an extension to the period of consultation for any reason, please do not hesitate to contact Sandy Barron at this office on Lincoln 782070.

Yours faithfully

Planning Support
Planning
Lincolnshire County Council
Tel 01522 782070
Fax 01522 554829

If you experience difficulties opening pdf documents you may find it helpful to download for free the latest version of adobe reader this can be found at their website www.adobe.com/uk/

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Porter, Karen

From: Dev_PlanningSupport <Dev_PlanningSupport@lincolnshire.gov.uk>
Sent: 04 August 2015 09:38
To: planning.eastmidlands@sportengland.org; _planningadvice; Katie Gosling
Subject: APPROVAL OF CONDITION 14 - COMMUNITY USE AGREEMENT CONSULTATION
Attachments: C14 Community Use Agreement May 2015.pdf

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REFERENCE: H9/0080/12

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ACADEMY HOLBEACH AND ASSOCIATED LANDSCAPING**

**LOCATION: UNIVERSITY ACADEMY HOLBEACH (FORMERLY THE GEORGE FARMER
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University Academy Holbeach

Community Use Agreement

Date: 13 July 2015

Parties (1) Lincolnshire Education Trust (The Trust)
(2) Lincolnshire County Council, County Offices, Newland,
Lincoln, LN1 1YL (The Council)

Draft Agreement in relation to arrangements for community use of school buildings and sports facilities at The University Academy Holbeach, Park Road, Holbeach, Spalding, Lincolnshire PE12 7PU (The Academy).

In connection with LCC Planning Permission Application no. H9/0080/12 to construct academic accommodation and associated landscaping at The Academy.

Contents

Contents

1	Background	3
2	Access to Facilities	3
2.1	Sports Facilities	3
2.2	Other Facilities	3
2.3	Parking	4
3	Hours of Use	4
3.1	Internal spaces:	4
3.2	External spaces:	4
4	Use of Facilities	4
5	Management	5
6	Pricing Policy	5
7	Monitoring and Review	5
8	Duration of Agreement	6
9	Authority	6
	Appendix A - Typical Agreement for Hires:	7

1 Background

Planning permission for Application H9/0080/12 was granted by Lincolnshire County Council subject to conditions on 10 April 2012. Condition 14 requires a Community Use Agreement for use of the school buildings and sports facilities be prepared, approved and implemented.

The Trust is keen that the community of Holbeach and its environs continue to have access to the facilities on the site.

The Parties wish to enter into this Agreement in order to maximise and manage the availability of the indoor and outdoor facilities at the school for the local community. As the future requirements of the community are identified, it is hoped that the use of the facilities can be adapted to suit this demand, subject to achieving an acceptable balance of use between the educational requirements of the academy and the wider community.

2 Access to Facilities

2.1 Sports Facilities

The sporting facilities that will be available include:

- Sports hall
- Fitness suite
- Changing areas (for booked sporting activities)
- All external hard play sports areas
- All external grassed sports areas

2.2 Other Facilities

The non-sporting use The Academy is envisaged to include:

- drama groups;
- the cadet force;
- vocational evening classes (e.g. hairdressing, beauty treatment, motor vehicle maintenance, plumbing, electrical trade, construction and IT skills);
- music groups.

The Academy is prepared to negotiate for a community group to use any other areas of the academy subject to:

- The students of the academy having priority access;

- All users treating the facilities with the appropriate respect and returning them to The Academy in acceptable conditions;
- All users agreeing to abide by the conditions laid down by the academy

2.3 Parking

The academy's car park will be available to all hirers for the duration of the hire.

3 Hours of Use

The hours of usage for the available facilities shall be:

3.1 Internal spaces:

- *Monday to Friday: 6pm to 11pm*
- *Saturdays: 8am to 11pm*
- *Sundays: 9am to 6pm*

3.2 External spaces:

- *Monday to Friday: 6pm to 10pm*
- *Saturdays: 9am to 9.30pm*
- *Sundays: 10am to 6pm*

4 Use of Facilities

Any Applicant (individual or group) wishing to use the facilities at The Academy will enter into a formal agreement or contract; an example of a typical Agreement for Hire is included in Appendix A.

The facilities are offered on the following conditions:

- The students of the academy have priority access
- Where necessary (fitness suite) users undergo an appropriate induction process.
- Grass pitches will not be used to the detriment of their quality. The Academy will notify the Applicant if the pitches are unusable and, if available and acceptable, will offer a hard court area as a backup.
- All users treating the facilities with the appropriate respect and return them to the academy in acceptable conditions.
- All users agreeing to abide by the conditions laid down by the academy

5 Management

The Trust has delegated to the Principal the responsibility for managing this work and they will develop and review the use of the facilities and report to the Local Governing body annually.

6 Pricing Policy

The charges levied by The Academy will be determined annually by the Principal in consultation with the CEO of the Trust. An individual or group unhappy with the proposed charge may appeal to the Trust Board.

- The frequency of the usage;
- The perceived benefit to the community of the usage;
- The costs incurred by the academy as a result of the hire;
- The requirement to fund future replacement of the facilities and equipment being used.

The pricing shall be no greater than that for equivalent local authority-run facilities in Lincolnshire.

It is not the intention of The Academy to make profit from hiring out the facilities; however The Academy cannot use money allocated for the education of students to subsidise private hirers, hence the provision and management of facilities for use by the community must be self-funding and sustainable in the long term.

7 Monitoring and Review

This Agreement will be reviewed on an annual basis by Governing Body based upon a report prepared by the Principal. The report will review:

- Hours of use;
- Pricing policy and recommend future pricing;
- Financial performance of the hire of facilities during the previous year;
- Maintenance – achievements and required future maintenance and lifecycle replacement.
- Suitability of available facilities to meet demand for activities / sports within the local community

8 Duration of Agreement

This Agreement shall operate for so long as the Academy Facilities are provided in accordance with the Planning Permission. In the event that the Academy or The Trust should cease the parties agree to make every effort to secure the continued operation of the Facilities for Community Use.

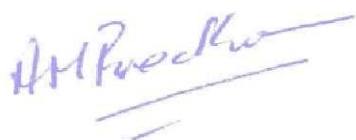
The Academy shall not materially reduce the level of community access to the Facilities required by any planning condition without agreement of the Council.

9 Authority

The Trust warrants that it has the full right and authority to enter into this Agreement on behalf of the Academy.

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

Signed by



on 13 July 2015

Print Name Andrew Malcolm Breckon CEO
Duly authorised by Lincolnshire Education Trust

Signed by on [Date]

Print Name
Duly authorised by Lincolnshire County Council

Appendix A - Typical Agreement for Hires:

1. Bookings:

- a) The Principal is responsible for authorising all community use within the Academy.
- b) The Venue Manager (or suitable deputised individual) is responsible for the day to day management of bookings and ensuring that bookings are made and managed in accordance with this policy.

2. Cancellation:

- a) Should Applicants terminate their booking within one month of the hire period the deposit and any paid fees shall not be refundable.
- b) Any hire is dependent on the Academy and users must agree that the Venue Manager may terminate user rights at any time without prior notice when required to do so by The Academy.
- c) The Academy reserves the right to terminate use with immediate effect if the user commits a breach of our booking terms and conditions or if they become insolvent.

3. Any person or organisation (the Applicant) formally requesting use of the facilities for the delivery of a structured activity shall comply with the following provisions. Failure to meet any of the elements below will result in the discontinuation of the community use agreement with that Applicant.

- a) Application for a directed hire must be made to the Academy in writing using the standard booking form, with full details of the nature of the Applicant and the activity to be delivered.
- b) Any directed hire shall be agreed as per the University Academy Holbeach policy on hiring out of premises and sporting facilities.
- c) All applicants leading sessions where children under 16 are involved must give evidence that the people leading sessions are appropriately qualified and DBS cleared and that the applicant has an adopted child protection policy.
- d) Should the proposed usage require any form of licence to be obtained from the local authority the obtaining of such licences will be the responsibility of the hirer. Proof of a valid licence being in place shall be received by the academy at least 7 days in advance of the usage.

4. The Applicant undertakes with The Academy that:
 - a) Applicants and participants will respect the academy facilities and maintain standards of behaviour in line with the Academy policy.
 - b) Litter will be removed from the site at the end of each session.
 - c) No additional marks will be made to hard court or playground areas.
 - d) Applicants will make good all loss or damage that may be caused during the hiring period to the premises or equipment stored on the premises.
 - e) Grass pitches will not be used if conditions are such that the quality of the surface will be damaged. The Academy will notify the Applicant if the pitches are unusable and, if available, will offer a hard court area as an alternative.
 - f) The Applicant will carry out necessary risk assessments of the facilities and deal (appropriately) with any identified hazards. The Applicant will notify The Academy of any items that present a significant risk.
 - g) The Academy will have no liability for any injury damage or loss sustained incurred by the Applicant or any participant during a directed hire. It is recommended that all groups have adequate insurance for the activity they are managing.
 - h) No fire equipment will be moved (unless in an emergency) or use improperly.
 - i) Applicants familiarise themselves with the site Fire evacuation Procedure and keep all emergency exits clear at all times.
5. The Academy will remain responsible for the facilities and shall:
 - a) Ensure the provision of heat, light, ventilation, water and toilet facilities to provide a suitable environment for the intended community activities.
 - b) Ensure the facilities are accessible to disabled users (as far as possible within the limitations of historical building stock).
 - c) Fund the cost of gas, electricity, water, rates and taxes that may be attributable to the use of the facilities.