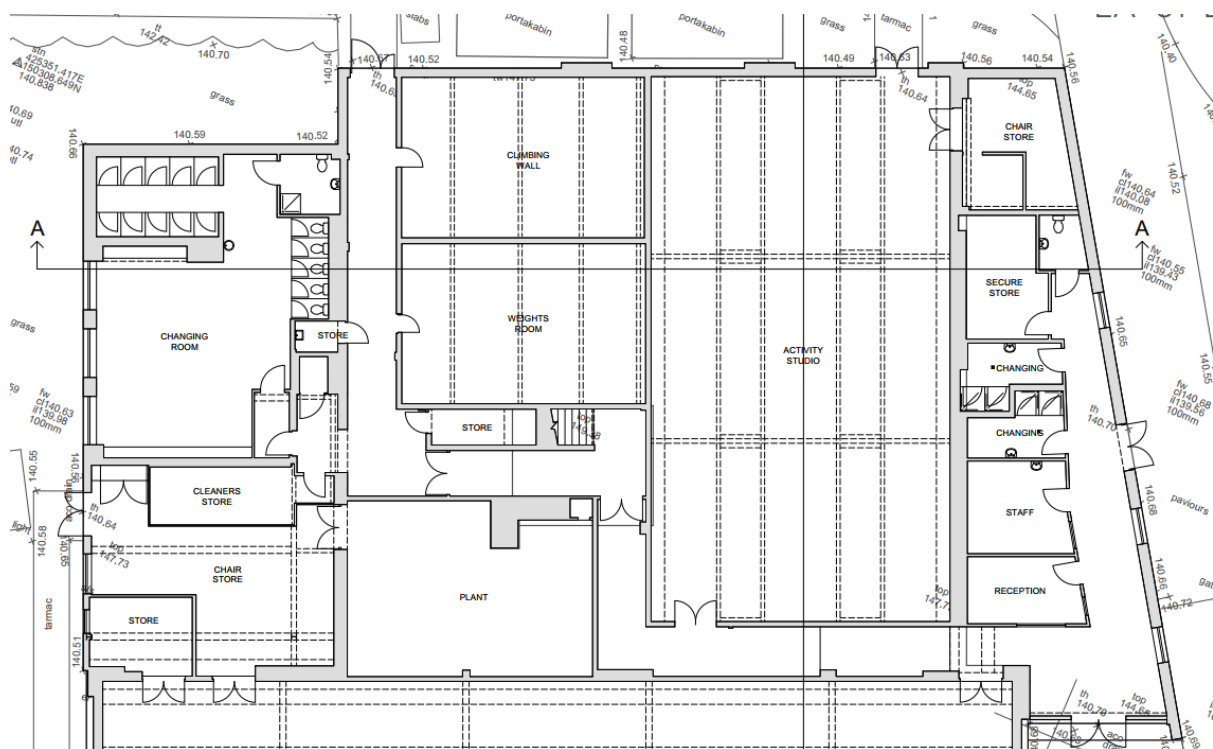


APPLICATION FOR A CERTIFICATE OF LAWFULNESS FOR PROPOSED USE OR DEVELOPMENT

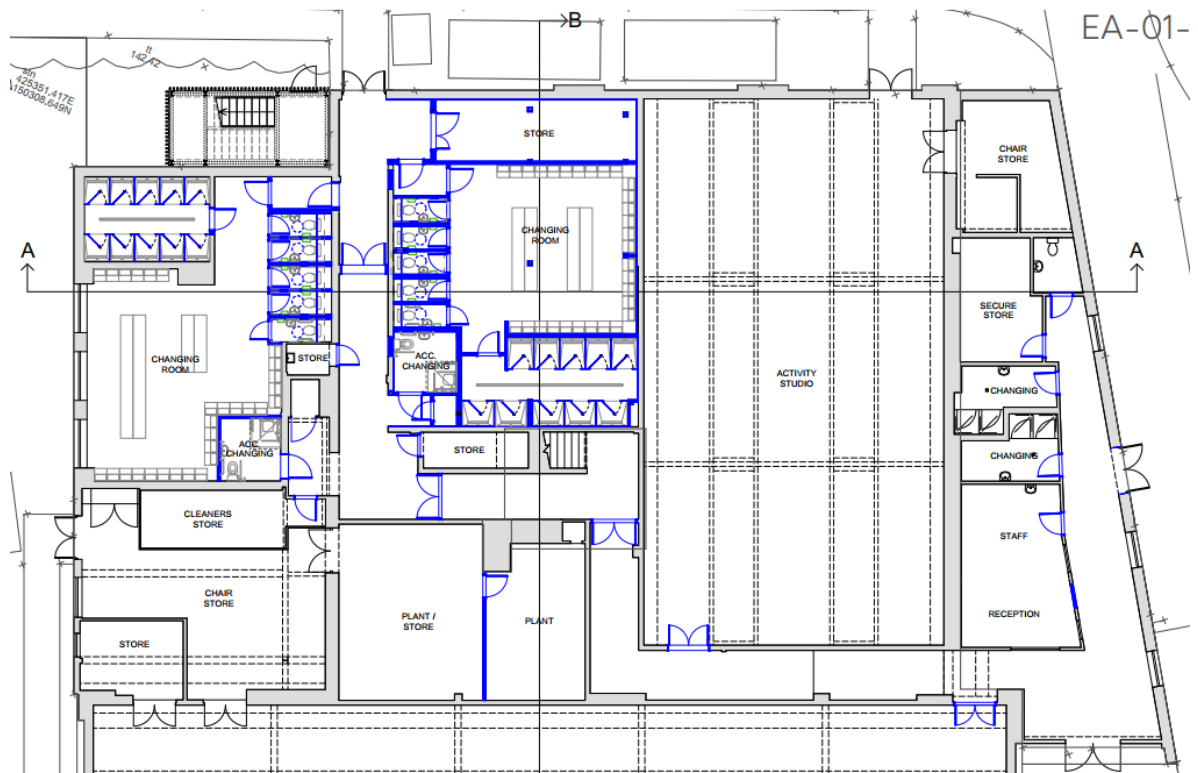
APPLICATION REFERENCE:	PL/2026/04661
APPLICATION TYPE:	Lawful development: Proposed Development
SITE ADDRESS:	Sports Centre, The Wellington Academy, Ludgershall, Andover, SP11 9RR
DEVELOPMENT DESCRIPTION:	Refurbishment and internal alteration of the existing sports hall to create teaching accommodation, including a new intermediate floor, internal classrooms and welfare facilities, with minor external alterations and an external escape staircase.
RECOMMENDATION:	Refuse

PROPOSAL:

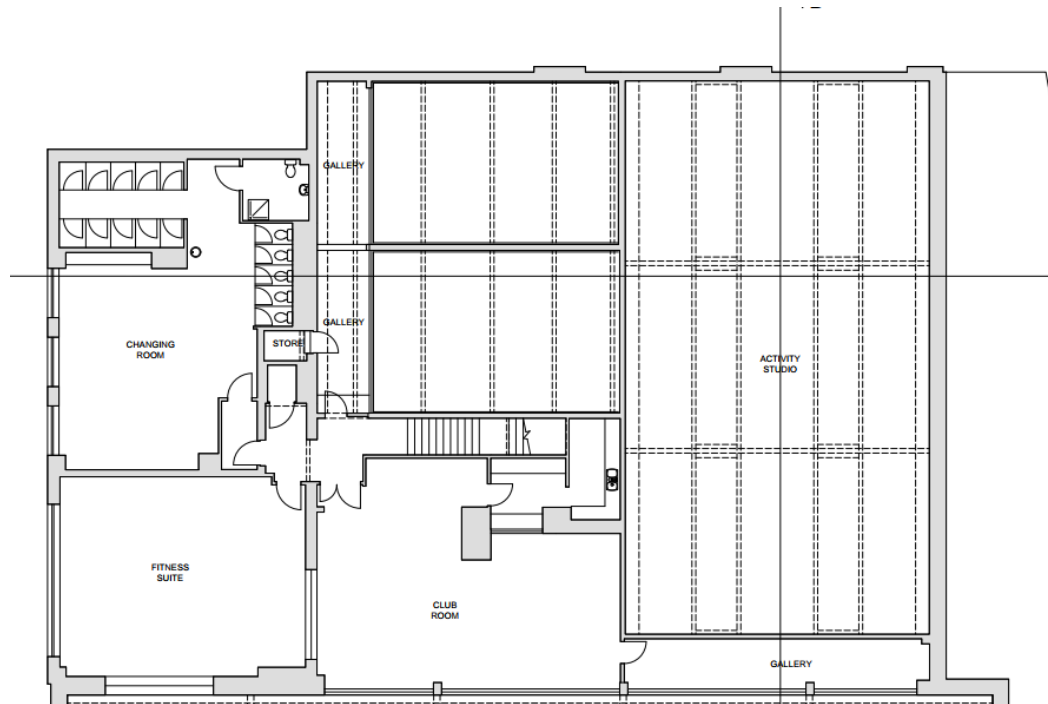
This application seeks a Certificate of Lawfulness (CLP) under Section 192 of the Town and Country Planning Act 1990 (as amended) for a proposed refurbishment and internal alteration of the existing sports hall to create teaching accommodation, including a new intermediate floor, internal classrooms and welfare facilities, with minor external alterations and an external escape staircase.



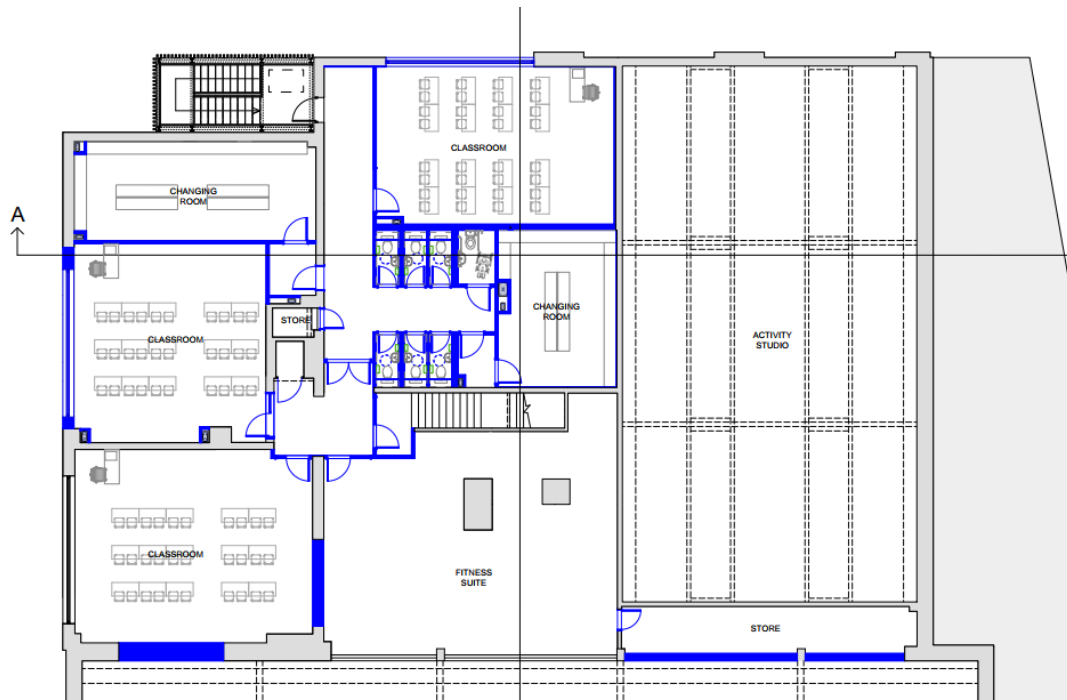
Existing ground floor plan extract



Proposed ground floor plan extract



Existing First Floor Plan



Proposed First Floor Plan

The planning merits of the proposal are not under consideration. The only issue is whether the proposed works constitute “permitted development” (PD) under the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) [hereafter referred to as “the GPDO”] and any other material considerations including an assessment of relevant constraints (including planning history, any Article 4 Directions, and planning conditions).

RELEVANT LEGISLATION AND POLICY:

The statutory framework governing CLP’s is set out in Section 192 of the Town and Country Planning Act 1990 (as amended). This section establishes that a proposed development or use is “lawful” if it would not constitute a breach of planning control. A CLP can be granted if the Local Planning Authority is satisfied, on the balance of probabilities, that the proposed development or use would not require planning permission.

The application has been assessed against the relevant criteria set out in Schedule 2, Part 7 Class M of the GPDO 2015 (as amended).

REPRESENTATIONS:

There is no legal obligation to consult third parties, including Town/Parish Councils or neighbouring properties, for this type of application.

RELEVANT SITE HISTORY:

The application site forms part of the established Wellington Academy secondary school campus and comprises an existing sports hall and associated educational facilities used as part of the school's educational estate.

The site history of applications is set out below.

A review of the planning history confirms that no conditions have been imposed specifically removing permitted development rights.

However, the sports hall approved under permission **E/09/0361/WCC** was subject to condition 17 (copied below) requiring the submission and approval of a Community Use Scheme, although there is no record of the condition having been discharged.

More recently, condition 13 of permission **17/12494/DP3** (copied below) required the provision of a Community Use Agreement relating to all sports facilities within the application site.

This condition was discharged following the submission of an updated Community Use Agreement which has been attached in full at appendix A (relevant extracts have been included in the site history below).

The proposed development would result in the change of use of rooms within the sports hall building that are designated under the Community Use Agreement as indoor sports facilities and associated ancillary facilities. Consequently, the proposals would alter the extent and availability of facilities currently secured for community use.

Application Reference No	Proposals	Decision
19/05790/DOC	Approval of details reserved by a condition — Discharge of Conditions 11 and 12 of 17/12494/DP3 (Parking Strategy & Travel Plan)	Approved Date: 13/9/2019
19/01952/DOC	Approval of details reserved by a condition— Discharge of Condition 14 of planning permission 17/12494/DP3. (Playing field)	Decision - Approved Date: 13/3/2019
19/00952/DOC	Approval of details reserved by a condition— Discharge of Condition 4 of planning permission 17/12494/DP3 (Ecological Management Plan)	Decision - Approved Date: 4/2/2019
18/11151/DOC	Approval of details reserved by a condition – Discharge of condition 4 of planning application 17/12494/DP3 (Ecological Management Plan)	Decision - Approved Date: 25/2/2019
18/10968/DOC	Approval of details reserved by a condition— Discharge of condition 13 of 17/12494/DP3 (Community use agreement of sports facilities)	Decision - Approved Date: 18/1/2019
Decision: Application No: 18/10968/DOC Proposal: Planning Permission 17/12494/DP3: Expansion of The Wellington Academy Secondary School - Discharge of Condition 13 – Community Use Agreement. Site Address: The Wellington Academy, Ludgershall, Andover, Wiltshire, SP11 9RR I write following receipt of your application on the 15th November 2018 regarding the discharging of condition 13 of the above planning permission. I can confirm that the updated Community Use Agreement for the use of sports facilities at The Wellington Academy (received 10th January 2019) is considered acceptable and satisfies condition 13. As such, the condition is hereby discharged. Extracts from Updated Community Use Agreement		

- 1.2 The parties wish to enter into this agreement in order to make the Sports hall, Fitness Suite, Weights Room, 3G, Tennis/Netball courts and Football Pitches at TWA, available (when their use is not required by the School) from 17:00 to 22:00 each evening Monday to Friday, 8:00 to 14:00 on Saturdays and Sundays for use by the local community in compliance with the terms of this Agreement and Condition 13.

4. Arrangements for Community Use

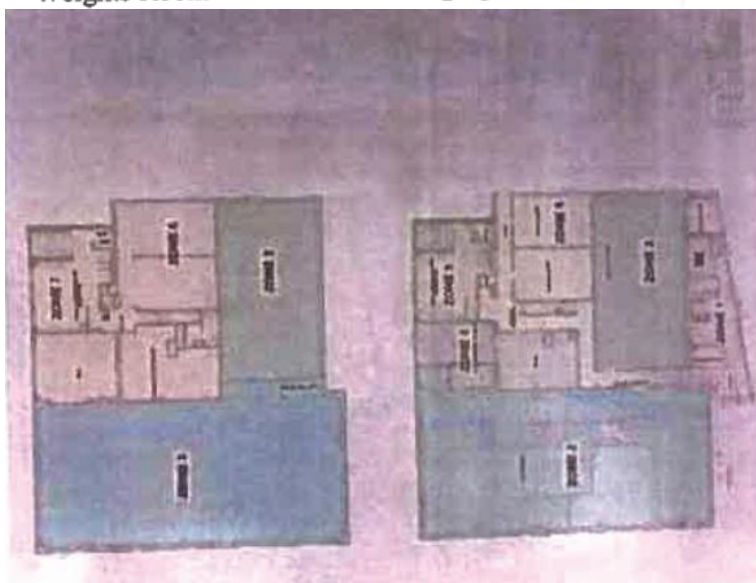
TWA agrees to make the Sports Facilities available for Community Use in accordance with the provisions of Schedule 2 to this Agreement and may also be offered during School Core Times.

Sports Facilities

Means the sports facilities identified in Schedule 1 to this Agreement forming part of TWA Premises

Schedule 1

The indoor sports areas and facilities (together with any ancillary facilities [*toilets, changing rooms etc*]) to be made available for Community Use shall comprise the following (Zone 2 – Gymnasium, Zone 3 - Sports hall, Zone 4 – Fitness Suite, Zone 6 Weights Room and Zone 7 – Changing rooms: -



- 9.6 TWA shall not materially reduce the level of community access to the Sports Facilities required by Condition 13 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 TWA facilities are provided in accordance with the Planning Permission and for so long as the site remains in educational use. In the event TWA should cease the Parties agree to make every effort to secure the continued operation of the Sports Facilities for Community Use.

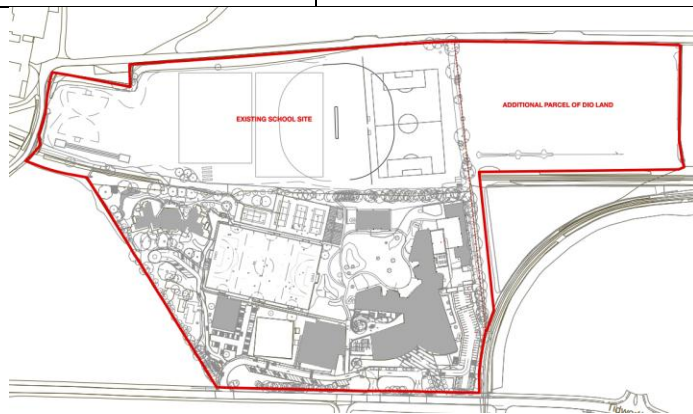
12. No Variations

This Agreement may only be varied in writing by a document executed by all the Parties hereto.

17/12494/DP3

Wiltshire Council R3– Expansion of The Wellington Academy Secondary School, to facilitate projected growth in pupil numbers - through the provision of a new two storey classroom block, extension to the existing kitchen, associated external works, drainage, car parking, road way and other associated works.

Decision - Approve with Conditions Date: 10/5/2018



Condition:

13 Within 6 months of the date of this planning permission, a community use agreement shall be prepared in consultation with Sport England and be submitted to and approved in writing by the Local Planning Authority, and a copy of the completed approved agreement shall be provided to the Local Planning Authority. The agreement shall apply to all sports facilities within the site boundary and include details of pricing policy, hours of use, access by non-educational establish users, management responsibilities and a mechanism for review, and anything else which the Local Planning Authority in consultation with Sport England considers necessary in order to secure the effective community use of the facilities. The development shall not be used at any time other than in strict compliance with the approved agreement.

Reason: To secure well managed safe community access to the sports facility/facilities, to ensure sufficient benefit to the development of sport and to mitigate against the loss of an area of the existing playing field.

14/05420/FUL

Full planning permission Decision -- Two storey new build stand alone classroom block

Approve with Conditions Date: 8/9/2014

		
13/06650/FUL	Full planning permission Decision— Erection of two single storey extensions	Approve Conditions 4/2/2014 with Date:
		
E/09/0361/WCC	Wiltshire Council R3 Decision — Two & three storey new build academy for 11-18 year olds. Refurbished sports building with single and two storey additions. New build three storey boarding house for 100 pupils and support staff. Single storey building for combined cadet force and energy	Approve Conditions 23/7/2009 with Date:



17. Prior to the commencement of the development a Community Use Scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include details of pricing policy, hours of use, access by non-school users, management responsibilities and shall include a mechanism for review. The approved scheme shall be implemented upon commencement of use of the development.

Reason: To secure well managed and safe community access to the sports facility, to ensure sufficient benefit to the development of sport and to accord with national policy.

K/51031/F	Full planning permission Decision — Siting of portable building on the school site for use as a media centre, to be used as a radio studio for training purposes	Approve with Conditions 24/11/2004 Date:
K/74/0033	Wiltshire Council R3 – Extension	Decision NOOBJECT 11/2/1974 Date:

ASSESSMENT AND CONCLUSION:

The proposal seeks to utilise permitted development rights under Part 7 Class M of Schedule 2 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended).

After completing the checklist at Appendix 1 AND 2, and reviewing the detailed criteria set out in Part 7 Class M of the GPDO, along with the submitted plans, supporting documents, and an assessment of relevant constraints (including planning history, any Article 4 Directions, and planning conditions), the following conclusion has been reached:

The proposed works satisfy the dimensional limitations and conditions of Part 7 Class M. However, that does not conclude the assessment of lawfulness because the development must also be capable of being carried out and operated without breaching any existing planning condition.

Whilst the proposed operational development would otherwise constitute permitted development under Schedule 2, Part 7, Class M of the GPDO, the lawfulness of the proposal must be assessed having regard to all existing planning controls affecting the site. Condition 13 of planning permission 17/12494/DP3 requires the sports facilities within the site to be operated at all times in strict accordance with the approved Community Use Agreement. The submitted plans show the conversion of accommodation identified within the approved Community Use Agreement as sports and ancillary facilities to teaching accommodation. As a consequence, those facilities could no longer be made available for community use in accordance with the approved Community Use Agreement. The development could therefore not be implemented and operated in compliance with Condition 13. Accordingly, the proposal would result in a breach of planning control and would not be lawful for the purposes of Section 192 of the Town and Country Planning Act 1990

RECOMMENDATION:

It is recommended that the Certificate of Lawfulness for Proposed Development be REFUSED for the following reasons:

(1) The proposed development would convert accommodation identified within the approved Community Use Agreement pursuant to Condition 13 of planning permission 17/12494/DP3 from community sports use to teaching accommodation. Condition 13 requires all sports facilities within the site to be operated at all times in strict accordance with the approved Community Use Agreement, which secures community access to specified indoor sports and ancillary facilities. The proposed development would prevent those facilities from continuing to be provided in accordance with the approved Community Use Agreement and would therefore result in a breach of Condition 13. Accordingly, the proposal would constitute a breach of planning control and would not be lawful within the meaning of Section 192 of the Town and Country Planning Act 1990. A Certificate of Lawful Proposed Use or Development cannot therefore be issued.

Schedule of Drawings:

7432-FTPT-EA-01-DR-A-08-0001-P01-Site Location Plan
7432-FTPT-EA-01-DR-A-08-0002-P01-Existing Site Plan
7432-FTPT-EA-01-DR-A-08-0010-P01-Existing Ground Floor Plan
7432-FTPT-EA-01-DR-A-08-0011-P01-Existing First Floor Plan
7432-FTPT-EA-01-DR-A-08-0012-P01-Existing Roof Plan
7432-FTPT-EA-01-DR-A-08-0020-P01-Proposed Ground Floor Plan
7432-FTPT-EA-01-DR-A-08-0021-P01-Proposed First Floor Plan
7432-FTPT-EA-01-DR-A-08-0022-P01-Proposed Roof Plan
7432-FTPT-EA-ZZ-DR-A-08-0030-P01-Existing Sections

7432-FTPT-EA-ZZ-DR-A-08-0040-P01-Proposed Sections
7432-FTPT-EA-ZZ-DR-A-08-0050-P01-Existing North and East Elevations
7432-FTPT-EA-ZZ-DR-A-08-0051-P01-Existing South and West Elevations
7432-FTPT-EA-ZZ-DR-A-08-0060-P01-Proposed South and West Elevations
7432-FTPT-EA-ZZ-DR-A-08-0061-P01-Proposed North and East Elevations

APPENDIX 1 –

Checklist for permitted development under Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015 (as amended)

If yes is answered to any of the below questions, then planning permission will be required for the proposal.

Constraint	Yes/No/N/A	Notes
Is there an Article 4 Direction removing PD rights for a class within which the proposal falls?	No	
Is there a condition removing PD rights for a class within which the proposal falls?	No	However, as explained in the report, Condition 13 of planning permission 17/12494/DP3 requires all sports facilities within the site to be operated at all times in strict accordance with the approved Community Use Agreement and is therefore relevant to the assessment of lawfulness. The approved Community Use Agreement identifies the indoor sports facilities and associated ancillary facilities that are to be made available for community use and provides that the level of community access to those facilities shall not be materially reduced without the prior written approval of the Local Planning Authority following consultation with Sport England.

APPENDIX 2 -

Checklist for extensions etc for schools, colleges, universities, prison and hospitals under Part 7 of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015 (as amended)

Class M – Extensions etc for schools, colleges, universities, prisons and hospitals		Yes/No
If yes answer questions below, if no, the application cannot be determined under Class M		
Criteria (M.1) – Development is not permitted if:		
(a)(i)	Would the cumulative footprint of any erection, extension or alteration carried out under Class M on or after the relevant date exceed 25% of the cumulative footprint of the buildings as they were on the relevant date (21st April 2021 in the case of non-open prison proposals)?	No
(a)(ii)	Would the cumulative footprint of any erection, extension or alteration carried out under Class M on or after the relevant date (21 st April 2021) exceed 250 square metres?	No
(b)	In the case of a college, university, prison or hospital building, would any part of the development be within 5 metres of a boundary of the curtilage of the premises?	No
(ba)	In the case of a school, where any land adjacent to the site is used for a purpose within Part C of the Schedule to the Use Classes Order (residential purposes), would any part of the proposed development be within 5 metres of the boundary of the curtilage of that residential land?	No
(c)	As a result of the development, would any land used as a playing field at any time in the 5 years before development commenced, and remaining in that use, no longer be capable of being so used?	No
(d)(i)	Where a new building would be within 10 metres of a boundary of the curtilage, would its height exceed 5 metres?	No
(d)(ii)	In all other cases, would the height of a new building exceed 6 metres?	No
(e)(i)	Where an extension or alteration would be within 10 metres of a boundary of the curtilage, would the height of the building as extended or altered exceed the lesser of the height of the existing building or 5 metres?	No
(e)(ii)	In all other cases, would the height of the building as extended or altered exceed the height of the existing building?	No
(ea)	Would the height of any rooftop structure exceed 1.5 metres?	No
(f)	Would the development be within the curtilage of a listed building?	No

Class M – Extensions etc for schools, colleges, universities, prisons and hospitals		Yes/No
If yes answer questions below, if no, the application cannot be determined under Class M		
Criteria (M.1) – Development is not permitted if:		
(g)(i)	In the case of school, college or university buildings, is the predominant use of the existing buildings on the premises NOT for the provision of education?	No

	Criteria (M.2) Development is permitted by Class M subject to the following conditions:	Yes/No
(a)	Is the development within the curtilage of an existing school, college, university, prison or hospital?	Yes
(b)	Is the development only used as part of, or for a purpose incidental to, the use of that school, college, university, prison or hospital?	Yes
(c)	In the case of Article 2(3) land, is any new building erected constructed using materials which have a similar external appearance to those used for the original school, college, university, prison or hospital buildings?	N/A
(d)	In the case of Article 2(3) land, is any extension or alteration constructed using materials which have a similar external appearance to those used for the building being extended or altered?	N/A
(e)	Where proposed development relates to the erection, extension or alteration of a school building that results in an increase in the school's published admission number, the developer must, within a period of six months starting with the date the development is completed, submit to the local planning authority a travel plan for the site	compliance

APPENDIX 3 -

**The approved Community Use Agreement pursuant to Condition 13
of planning permission 17/12494/DP3**

COMMUNITY USE AGREEMENT

Wellington College Academy Trust



WELLINGTON COLLEGE
SPONSOR OF
WELLINGTON COLLEGE ACADEMY TRUST

Tenant and Site – **The Wellington Academy**

Local Authority and Land Owner – **Wiltshire Council**

Community Use Agreement

For the use of the Sports Facilities at:

The Wellington Academy, Tidworth, Wiltshire SP11 9RR

In connection with Planning Permission

17/12494/DP3

The Wellington Academy

Sports Facilities Community Use Agreement

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Community Use Agreement

This agreement is made on 12/11/2018

Parties

1. Wellington College Academy Trust ("WCAT" the multi Academy Trust and its board)
2. The Wellington Academy ("TWA", a member of WCAT))
3. Wellington College Academy Trust Enterprises Ltd ("WCAE" a subsidiary company of
4. Wiltshire Council (The local authority "LA")

1. Recitals

- 1.1 Planning Permission was granted by the Wiltshire Council for the expansion of TWA subject to conditions. Condition 13 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 Sports hall, Fitness Suite, Weights Room, 3G, Tennis/Netball courts and Football Pitches at TWA, available (when their use is not required by the School) from 17:00 to 22:00 each evening Monday to Friday, 8:00 to 14:00 on Saturdays and Sundays for use by the local community in compliance with the terms of this Agreement and Condition 13.

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, organisations and for casual use.
Casual Use	Means availability for any individual(s) or groups to book the Sports Facilities up to 7 days in advance for use on a pay-as-you-play basis, where space is available
Development	Means The expansion of TWA including the new football pitches
Sports Facilities	Means the sports facilities identified in Schedule 1 to this Agreement forming part of TWA Premises
Parties	Means the parties to this Agreement
Planning Permission	Means planning permission (17/12494/DP3) granted by the Wiltshire Council on 10 May 2018
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 8:00 to 17:00 Mondays to Fridays during term time as defined in Schedule 2 to this Agreement
School Premises	Means the land and buildings comprising TWA

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;

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;

4.

Arrangements for Community Use

TWA 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.

5.

Targets for Community Use

TWA shall use reasonable endeavours to achieve community use targets in line with appropriate sports development strategies. TWA shall work with the County Council to provide a range of opportunities and pathways for the community. These may include existing initiatives and will also include new and local activities.

6.

Marketing and Promotion

TWA 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 A Sport Centre Management team will be appointed within 3 months of the date of this Agreement to develop Community Use of the Sports Facilities in accordance with the terms of reference and constitution of Schedule 3 to this Agreement.

7.2 Under these terms of reference, the Sports Centre Management team will, in accordance with this Agreement, seek to establish a practical policy framework for the management and operation of the Sports Facilities during agreed periods of Community Use. This framework should seek to enable:

- (a) A policy of affordable pricing to assist in the achievement of the aims of this Agreement. The policy will ensure that prices shall be no greater than similar local authority run facilities in the area;
- (b) The promotion and forward planning of development activities, at times which best suit the target groups;
- (c) Equal opportunities of access;
- (d) An easy and accessible booking arrangement for Casual Use and block booking, this system to be reviewed on an annual basis;
- (e) An appropriate marketing strategy for the marketing of the Sports Facilities for Community Use.

7.3 TWA 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 TWA will endeavour 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.
- 8.1.2 The management committee will include a deferment/cancellation policy in the pricing policy.
- 8.1.3 Increase the use of the Sports Facilities by any Priority Groups by staging special promotions or by offering discounted rates of hire
- 8.1.4 Improve and increase the stock of sports equipment for use in connection with the Sports Facilities.
- 8.1.5 The operation of the Facility must be self-financing without impact or financial support from the Academy's educational budgets.

9. Monitoring and Review

- 9.1 3 months prior to the date on which the Review Committee produces its annual report TWA 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 TWA 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. Such agreements will not be unreasonably withheld.

9.6 TWA shall not materially reduce the level of community access to the Sports Facilities required by Condition 13 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 TWA facilities are provided in accordance with the Planning Permission and for so long as the site remains in educational use. In the event TWA should cease the Parties agree to make every effort to secure the continued operation of the Sports Facilities for Community Use.

11. Authority

TWA 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. Non-Assignability

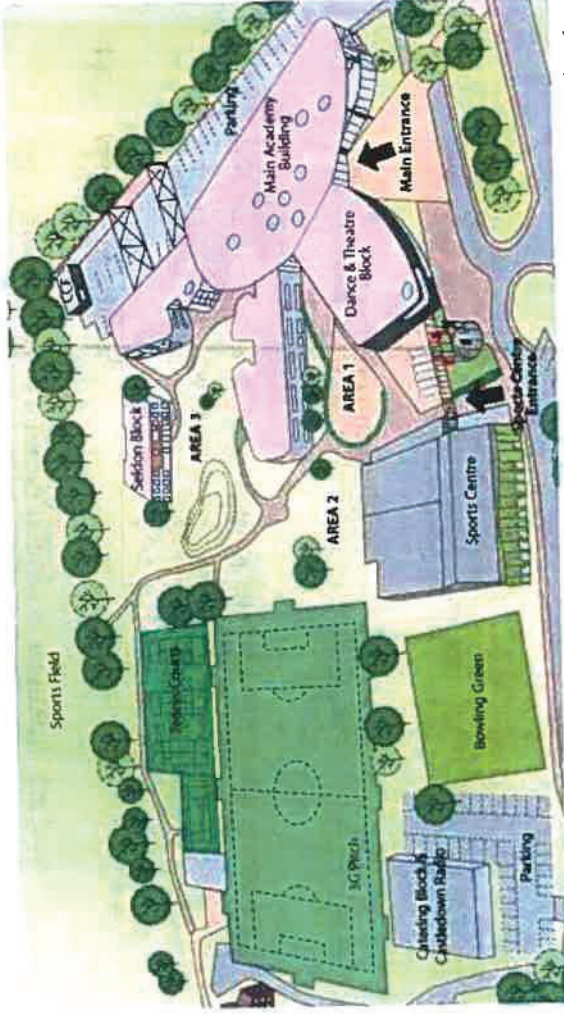
This Agreement is personal to the parties and none of them shall assign sub-contract or otherwise deal with their rights or obligations without the prior written consent of the others.

17. Governing Law and Jurisdiction

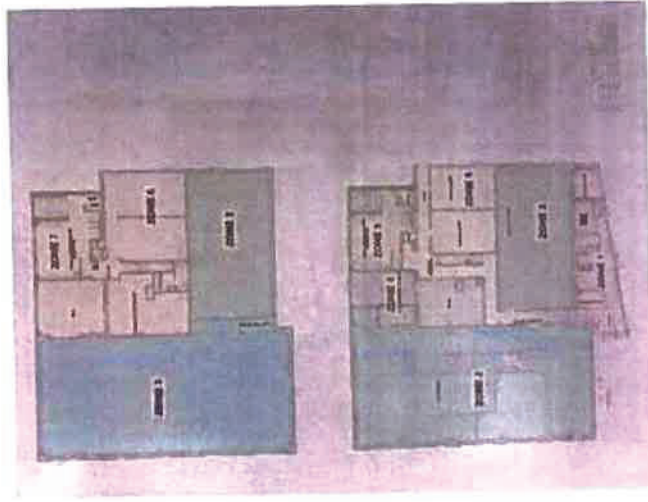
This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1

1. The outdoor sports areas and facilities to be made available for Community Use shall comprise the following (3G pitch, sports field and tennis/netball courts):-



2. The indoor sports areas and facilities (together with any ancillary facilities [*toilets, changing rooms etc*]) to be made available for Community Use shall comprise the following (Zone 2 – Gymnasium, Zone 3 – Sports hall, Zone 4 – Fitness Suite, Zone 6 Weights Room and Zone 7 – Changing rooms: -



Schedule 2

Arrangements for Community Use

1. Users

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

2. Hours of Access

TERM-TIME

Community Use

Mon - Fri: 17:00 – 22:00

Sat: 08:00 – 14:00

Sun: 09:00 – 14:00

SCHOOL HOLIDAYS

Community Use

Mon - Fri: 09:00 – 22:00

Sat: 08:00 – 14:00

Sun: 09:00 – 14:00

Subject to TWA providing appropriate justification to the Sports Centre Management Team, TWA may restrict the use of grassed sports areas to protect them to fit in with TWA requirements.

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 the Tidworth area

Details of pricing at Tidworth Leisure Centre

Table tennis Member Non-member Concession

Adult £2.90 £4.40 £1.45

Senior / junior £2.40 £3.90 £1.45

One court (one hour) Member Non-member Concession

Adult £8.05 £9.55 £4.05

Senior / junior £4.20 £5.70 £4.05

Available for Badminton, Short Tennis, Short Mat Bowls*

Full hall (one hour) Set fee

Adult £38.00

Senior / junior £22.60

Available for Football, Basketball*

Gym Session Member Concession

Adult £6.30 £3.15

Senior / junior £3.60 £3.15

Induction Member Concession

Adult £30 £16

Senior / junior £20 £16

Group Exercise Classes

1 hour Member Non-member Concession

Adult	£5.20	£6.70	£2.60
Senior / junior	£4.50	£6.00	£2.60

45 minutes Member Non-member Concession

Adult	£4.55	£6.05	£2.30
Senior / junior	£4.00	£5.50	£2.30

Outdoor basketball / tennis court Member Non-member Concession

Adult	£4.70	£6.20	£2.35
Senior / junior	£3.70	£5.20	£2.35

4. Booking arrangements

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

4.2 The agreed booking arrangements shall operate as follows: -

Member of the community can book pay and play courts in advance and pay for them on the day of the booking.

Members are allowed to book up to a maximum of two weeks (14 days) in advance.

Cancellation for courts without a day's notice of any one individual booking will incur a 50% court fee

Any group or individual wishing to hire the Academy's sports facilities for an event, continuous or block booking must complete an official application to hire form which should be returned to the Sports Centre Manager

The hire form must be returned at least two weeks prior to the booking. In general bookings will not be accepted for dates more than twelve months in advance. The application will only become a firm booking when it has been confirmed in writing by the Academy sports centre team.

5. Parking Arrangements

- 5.1 60 car parking spaces shall be available to park for community users.

Schedule 3

Sports Centre Management Team

Terms of Reference

1. Purpose

- (a) To monitor progress against agreed aims and targets: programming, usage and financial and to provide regular reports for the stakeholders of TWA on those topics.
- (b) To decide on policy issues e.g. pricing, the framework of sports programmes and staffing.
- (c) To ensure effective partnership working between the organisations involved in school community use.
- (d) To determine strategies for future developments at TWA and timetables for their implementation.

2. Operation

- (a) Day to day operation will be the responsibility of the Academy.

3. Reporting

- (a) A formal annual report, as set out in paragraph 9 of this agreement, will be issued to cover policy, financial and sports development matters.

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 Academy

Signed by ... 
Duly authorised by Wiltshire Council