Huntingdonshire District Council

[redacted]

By email only

3rd January 2025

Application Reference: 24/80419/COND
Site: Sawtry Village Academy
Proposal: Discharge of condition 12 (community use scheme) of 23/00161/FUL
Sport England Reference: PA/24/E/HU/69379

Thank you for consulting Sport England in respect of the details submitted under the above planning reference to discharge condition 12 of planning permission 23/00161/FUL.

Condition 12 – Community Use Agreement (CUA)

Condition 12 states the following,

> *'Use of the new facility shall not commence until a community use scheme prepared in consultation with Sport England has been submitted to and approved in writing by the Local Planning Authority. The scheme shall apply to the 3G pitch and ancillary parking and changing facilities, and include details of pricing policy, hours of use, access by different user groups, sports development objectives, management responsibilities and a mechanism for review. The new facility shall not be used otherwise than in strict compliance with the approved scheme.*
>
> *To secure well managed safe community access to the sports facility, to ensure sufficient benefit to the development of sport in accordance with Policy LP22 of Huntingdonshire's Local Plan to 2036 and Section 8 of the National Planning Policy Framework 2023.'*

The submitted CUA is partially supported in terms of its format and content, as it addresses several key issues that are typically expected to be included in such agreements and is based, in part, on the template provided by Sport England. Nevertheless, Sport England offers the following observations regarding the CUA.

- Paragraph 1.1 states '*the planning approval for this site*'. This is too vague. It needs to specify the planning condition the CUA relates to so that it ties into the planning permission referenced 23/00161/FUL. Sport England advise you re-word paragraph 1.1. as follows: '*Planning approval (referenced 23/00161/FUL) was granted by the Council for the Development of the site subject to*

condition 12 which requires a Community Use Agreement being approved by the Local Authority to demonstrate how community access to the Sports Facilities within the Development and the wider School will be manged.'

- Under headings 2, 3, 5, 6, 7, 11, 12, 13, 14, 15, 16 17, and 18 the paragraphs require numbering.
- Paragraph 8.3 – Refers to the '*Football Steering Group*'. This term has not been defined so it is unclear who it includes. Sport England advises you revise this to the '*Site Steering Group*,' as defined and consistently referenced throughout the CUA. If this change is deemed appropriate, all instances of '*Football Steering Group*' within the CUA should be amended accordingly (see paragraph 10.3). If the intention is to refer to the '*Football Steering Group*' this should be defined within the CUA.
- Paragraph 11 – Sport England supported the 3G AGP as the benefits to sport, including those for the community, would outweigh the loss of playing field. It remains unclear why, should either criterion a or b arise as set out in this paragraph, the CUA, which secures community access to the 3G AGP, cannot be retained. Sport England's template states that '*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*.' If either criterion a or b were to take effect, the school would not close but rather undergo a change in ownership, thus allowing the 3G AGP to remain operational. Sport England requests a revision to include the aforementioned wording and to eliminate criteria a or b. If this revision is not feasible, additional justification for the inclusion of criteria a and b is necessary to inform Sport England's assessment of the CUA.
- Schedule 1 – This Schedule pertains to both outdoor and indoor sports facilities included under the CUA. For clarity and precision regarding the contents of Schedule 1, the text should be amended to incorporate the following statement, and the words in bold, '*The outdoor* ***and indoor sport facilities*** *covered under this agreement to be made available for Community Use are the 3G acritical grass pitch, changing rooms and car park as shown on the plan***s** *below.*'
- *Schedule 1* – The paragraph needs to be numbered.
- Schedule 2, pricing – The second paragraph which begins with '*Proposed fees for following…*' requires numbering (e.g. 3.2).
- Schedule 2, pricing – The CUA states that '*pricing shall be comparable to other Football Foundation funded facilities.*' Whilst it may be comparable to other Football Foundation AGPs in the local area it should also be no greater than for similar local authority run facilities in the area, as set out in Sport England's template. Can this therefore be included as set out in our template under Schedule 2 paragraph 3.1.
- Schedule 2, Prices and Booking Arrangements – Within this schedule it refers to car parking. Car parking arrangements should fall under a separate heading titled Parking Arrangements, as it does not relate to prices or bookings. To ensure it is clear and concise where the car parking is, if possible,

a plan should be provide identifying the car parking.

- Schedule 3, Chair and Role of the Group – The role of the chair should include '*to direct and control the meetings of the committee and to cast a further vote if necessary to resolve any tied decision(s).*' It is necessary to clarify who casts the final decision, in case there is a tied decision.
- Schedule 3, Chair and Role of the Group – Clarification is required on when a Secretary shall be elected. Sport England's template recommends that the Secretary will be elected by the full committee at the first meeting of each financial year (April to March) and will serve for one full year.
- Schedule 3, Chair and Role of the Group – The role of the Secretary is to also compile and maintain minutes of all meetings. Under the Secretaries role you are advised to set out that '*Minutes of committee meetings will be maintained*'.
- Schedule 3, Aims of the Group – Sport England's template outlines that the purpose of the Management Committee, or as you have referred to it as Sawtry Village Academy Site Steering Group, is '*to monitor progress against agreed aims and targets: programming, usage and financial and to provide regular reports for the stakeholders of the school on those topics; to decide on policy issues e.g. pricing, the framework of sports programmes and staffing; to ensure effective partnership working between the organisations involved in school community use and to determine strategies for future developments at the School and timetables for their implementation*.' Upon reviewing the CUA submitted it seems the purpose of the Steering Group is to achieve the above. This should however be clarified within Schedule 3, and this can be achieved through the inclusion of the italic wording in this bullet point being included under a subheading titled 'Purpose'.
- At the end of Schedule 3, Sport England advises a subheading titled 'Reporting' is added and includes the below criterion. This is to ensure the annual monitoring report ties back to paragraph 10 of the CUA.
    a) *'Minutes of committee meetings will be maintained.*
    b) *A formal annual report, as set out in paragraph 9 of this agreement, will be issued to cover policy, financial and sports development matters.*
    c) *Other specific reports requested by other committee members when possible*'
- Schedule 3 - The paragraphs in Schedule 3 need to be numbered.

Conclusion

To summarise, Sport England **objects** to the discharge of condition 12 of planning permission 23/00161/FUL.

I would be happy to review a draft CUA from the Applicant before they re-submit one.

If you have any queries, please contact the undersigned.

Yours sincerely,

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