

**Penistone and District Bowling Club
Back Lane, Penistone, Sheffield S36 6AB**

Barnsley MBC
Planning Department
Westgate Plaza
Barnsley
S70 9FE

Dear Sir

Re: Penistone Bowling Club ("the Club"), Community Use Agreement

Dransfield Properties Ltd have been granted planning permission for development of a retail foodstore, market stalls, fur and feather market and associated access, parking and landscaping ("the Development"), at land including and adjacent Penistone Markets Area. This proposal includes the development of part of the Penistone Showground and enhancement of facilities at the Penistone Bowling Club.

The club is open to membership from the local community and has an open access policy which includes the encouragement of participation by "priority groups" (namely, people who are under 16 or over 45; girls and women; lower socio-economic groups; black and ethnic minorities; registered disabled people and other specified target groups agreed by the parties from time to time).

In consideration of Sport England approving the proposed development we agree to encouraging use of the sports facilities of the Club together with access to toilet/changing facilities at the Club ("the Facilities") at the Property for use by the community in accordance with the terms of schedule 1 set out below. In addition the Club will apply the following terms.

1. *The Facilities to be made available for community use shall comprise the existing grass and proposed all weather crown bowling greens. The facilities have a limited playing capacity and we reserve the right to restrict the use of the facilities to protect the bowling greens and/or to fit in with the Club's competition commitments. Use by the community of the facilities must be avoided in inclement weather or when the pitches are water logged.*
2. *The Community use of the Facilities must fit in with the Club commitments and will constitute:*

The Schedule 1 referred to

1. Aims and objectives

The Club agrees to support the Development in order to pursue the following aims and objectives:

- (a) to increase and improve the quality of sporting and physical activity opportunities for members of the Club and the local community;
- (b) to provide opportunities for local people and sporting organisations to participate in sport and physical activity and to develop their skills (particularly among low participation groups);
- (c) where appropriate to establish the Club as a community sports hub in the District to support voluntary sector groups to help raise standards of coaching education, training administration, volunteering and performance pathways in the District; and
- (d) to maximise use of the Premises and the Facilities.

2. Use of the Facilities

2.1 The Club shall make the Facilities available to the community in the manner and at the times to be agreed and appropriately publicised.

2.2 Subject to accommodating the formal competitive activities of the club, the common intention is that the Facilities will be available for community use at all reasonable times during the day and in the evenings for seven days a week throughout the year. The parties acknowledge that access to the Facilities may be subject to reasonable restrictions on use which may be required on certain bank and public holidays (where booking or security staff may not be available) and subject to short term closures or restrictions for maintenance, repair, security or other proper reason.

2.3 The Club shall use its reasonable endeavours to prioritise the promotion of Sport

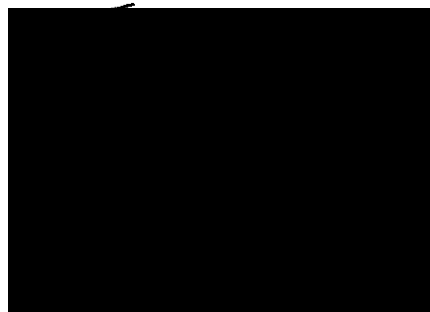
- (a) Directed Letting Periods - These would be specified periods when the Facilities are made available for a reasonable hire charge for structured bowling activities organised by Local Youth Groups Sports Clubs which are affiliated to their governing body or Local Authority Sports Development Officers.
- (b) Casual recreational use of the facilities by local residents to provide a safe place for them to enjoy bowling on an informal basis. No equipment or supervision will be provided and casual use of the facility by Local Residents will be entirely at their own risk.
3. In relation to any application for a directed letting of the Facilities the provisions of Part I of the Schedule 2 attached shall apply.
4. In relation to any casual use of the Facilities the provisions of Part II of the Schedule 2 attached shall apply.
5. This Agreement will commence on the date of this letter and continue for a period of 20 years.
6. We shall be entitled to terminate any particular directed letting arrangement with any local youth group or sports club or Local Authority Sports Development Officer where such group club or officer is in breach of the provisions set out in Part I of the Schedule 2 attached.
- We shall also be entitled to terminate the casual use of the facilities by local residents where there is a persistent and substantial breach of the provisions of Part II of the Schedule attached by Local Residents.

This letter when countersigned by you shall constitute a binding contract between us.

Yours faithfully

On behalf of Penistone Bowling Club

Cc Sport England
Dransfield Properties Ltd



**The Schedule 2 referred to
Part I - Directed Lettings**

1. Any person or organisation (the Applicant) is formally requesting use of the Facilities for delivery of a structured sporting 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 letting must be made to the Club in writing, with full details of the nature of the Applicant and the sporting activity to be delivered. The Club should be given two contacts for the Applicant.
 - (b) Any Directed Letting shall run for a minimum period unless otherwise agreed - a weeks notice should be given if, for any reason any delivery session is to be cancelled.
 - (c) No application can be made by a Sports Club unless it is affiliated to its Sport Governing body
 - (d) All applicants must give evidence that the people leading sessions are appropriately qualified and CRB cleared, and that the Applicant has an adopted child protection policy.
2. Where Applicants intend to pass a charge to participants in the Sporting Activity this must be agreed in advance with the Club.
3. The Applicant undertakes with the Club
 - (a) Applicants will respect and will procure that all participants respect the Club facilities and maintain standards of behaviour.
 - (b) No additional marks will be made to the bowling green areas.
 - (c) Litter will be removed from the site at the end of each session.
 - (d) The Applicant will carry out necessary risk assessments of the Facilities and deal, (appropriately) with any identified hazards. The Applicants will notify the Club of any items that present a significant risk - eg needles/glass.
 - (e) Will not use greens to the detriment of their quality. The Club will notify the Applicant if pitches are unusable and, if available, will offer the all weather facility as a back up.
 - (f) The Club will have no liability for any injury damage or loss sustained or incurred by the Applicant or any participant during a directed letting.

Development Initiatives at the Premises and to implement a balanced programme of use providing (where feasible) for a wide range of sports and community use and including provision (where feasible) for Casual Use; organised club sessions; coaching courses and adult education courses.

3. Management

- 3.1** The Club shall remain wholly responsible for the operation of the Facilities and the Premises and will resource, manage and routinely maintain the Premises and the Facilities in a manner that will promote the achievement of the aims and objectives referred to above.
- 3.2** The Club will insure and keep insured the Premises against all usual commercial risk and will effect repairs and make good accidental damage arising out of or occasioned by the use of the Facilities.
- 3.3** The Club will establish a practical framework for managing and operating the Facilities during periods allocated for community use including:
- (a)** a policy for affordable pricing based on similar facilities run for the benefit of local communities and which clearly demonstrates the potential to achieve the aims and objectives referred to above;
 - (b)** the promotion and forward planning of developmental activities at times which best suit the Priority Groups;
 - (c)** equal opportunity of access for the principal use groups; and
 - (d)** regular review of the framework/programme including in particular analysis of organised club bookings during the first 3 (three) calendar years of operation of the Facilities under this Agreement.

Part II Casual Use of the Facilities

Any Local Resident using the Facilities shall observe the following Rules and Regulations and such other reasonable rules and regulations as the School may promulgate from time to time

- (a) Use must not be made of the Facilities to the detriment of organised and structured activity sessions that will also be delivered on site.
- (b) The Facilities should be used for their intended purposes - ie participation in formal and informal play and sport.
- (c) Use of bowling greens is restricted in poor weather.
- (d) Litter should not be dropped on site.
- (e) Activity is undertaken at the users own risk. The Club will not be liable for any injury damage or loss of equipment resulting from use of the Facilities.

J. B. B. B.