
FREETHS

IMPERIAL COLLEGE SPORTS GROUND, SIPSON LANE, HARLINGTON, UB3
5EH

COMMUNITY USE AGREEMENT

IN SUPPORT OF:
INSTALLATION OF MULTI-USE GAMES AREA AND ASSOCIATED
DEVELOPMENT, INCLUDING 3M HIGH CHAIN LINK BOUNDARY FENCING AND
6 X 8M HIGH FLOODLIGHTING COLUMNS

LPA REF: 17488/APP/2021/1971

ON BEHALF OF:
IMPERIAL COLLEGE LONDON

PREPARED BY:
FREETHS LLP
PLANNING AND ENVIRONMENT GROUP

JANUARY 2022

CONTENTS

1.	INTRODUCTION.....	1
2.	RECITALS	2
3.	AIMS.....	3
4.	ARRANGEMENTS FOR COMMUNITY USE	5
5.	TARGETS FOR COMMUNITY USE.....	6
6.	MARKETING AND PROMOTION.....	7
7.	FINANCIAL MATTERS	8
8.	MONITORING AND REVIEW	9
9.	DURATION OF AGREEMENT	10
10.	AUTHORITY	11
11.	NO VARIATIONS.....	12
12.	NO AGENCY	13
13.	SEVERABILITY.....	14
14.	WAIVER.....	15
15.	NON-ASSIGNABILITY	16
16.	GOVERNING LAW AND JURISDICTION	17
	SCHEDULE 1.....	18
	SCHEDULE 2.....	19

1. INTRODUCTION

- 1.1. This community use agreement sets out the community uses which are agreed between Imperial College London ("ICL") and The London Borough of Hillingdon ("the Council").

2. RECITALS

- 2.1. Planning Permission was granted by the Council for the development of a Multi-Use Games Area ("MUGA") on 16th December 2021, subject to conditions. Condition 7 of the Planning Permission stipulates that a community use agreement should be submitted to the Council and approved in writing in order to demonstrate how access for members of the local community to the MUGA within the Development will be provided and managed. Condition 7 also states the hours of use that should be included in the agreement, as well as pricing policy, access by non-educational establishments, the management responsibilities and a mechanism for review.
- 2.2. ICL and the Council enter into this agreement to make the MUGA available (when it is not required by ICL) for the use of the local community in compliance with the terms of this agreement and condition 7 of the Planning Permission.
- 2.3. ICL is the owner of Imperial College Sports Ground ("the Site") and is responsible for its use and management.
- 2.4. The Council has the responsibility for the provision of sports facilities in the Hillingdon area for the use and benefit of the local community and is entering into this agreement in order to adhere to this responsibility, and as the Local Planning Authority in respect of the MUGA at the Development.
- 2.5. ICL agrees to the provision of community access to the MUGA.

3. DEFINITIONS

- 3.1. In this community use agreement, the following words or phrases have the corresponding meanings ascribed to them unless the context otherwise requires:

Community Use means use of the MUGA by the local community, and ICL shall have the sole discretion to approve any such community use or user and the term Community User(s) shall be construed accordingly.

Development means Installation of Multi-Use Games Area and associated development, including 3m high chain link boundary fencing and 6 x 8m high floodlighting columns for which Planning Permission has been granted

Planning Permission means planning permission reference 17488/APP/2021/1971 granted by the Council on 16th December 2021

4. AIMS

4.1. ICL and the Council 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 participation groups;
- Operating in line with the national agenda for sport taking into account nationally adopted strategies;
- 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; and
- Ensure that the Community Use of the MUGA does not unreasonably interfere with or compromise the safe and efficient use and operation of the Development.

5. ARRANGEMENTS FOR COMMUNITY USE

- 5.1. ICL agree to make the MUGA available for Community Use in accordance with provisions of Schedule 2 of this agreement and to manage the MUGA in accordance with this agreement.

6. TARGETS FOR COMMUNITY USE

- 6.1. ICL shall use reasonable endeavours to achieve as much Community Use of the MUGA as possible and to provide a range of opportunities and pathways for the community. ICL will ensure that the MUGA is available during the stipulated times in Schedule 2 of this agreement condition 7 of the Planning Permission and will widen that scope of use if found appropriate through the review mechanism in place.

7. MARKETING AND PROMOTION

- 7.1. ICL will be responsible for marketing and promoting the MUGA in accordance with the agreed aims and targets. This will include advertising to local schools, clubs and groups that the MUGA is available for use, the times of that use and the pricing. Including making direct contact with the local community groups, schools and clubs to advertise the availability of the MUGA for use.

8. FINANCIAL MATTERS

- 8.1. As the sole owners and managers of the facility, ICL endeavours to undertake all maintenance, repairs and renewal of fixed elements of the MUGA.

9. MONITORING AND REVIEW

- 9.1. Every 12 months from the date of first use of the MUGA, ICL shall review all details of the usage, bookings, maintenance and financial matters relating to the Community Use of the MUGA. This will assist in the development and improvement of community access to it.
- 9.2. The review will undertake an assessment of the adequacy of the implements of this agreement in relation to:
- Hours of use of the MUGA;
 - Pricing policy;
 - Compliance with the aims of this agreement;
 - Marketing of its availability;
 - Financial performance of the MUGA during the previous year;
 - and
 - Maintenance.
- 9.3. ICL shall prepare a report based on the above assessment and prepare recommendations as to how the Community Use of the MUGA can be further developed and improved.
- 9.4. ICL shall implement all reasonable recommendation of said report as soon as practicably possible.
- 9.5. In the event that any significant changes are proposed to this agreement as result of the recommendations, prior written approval of the Council and ICL will be required (not to be unreasonably withheld or delayed by either party).
- 9.6. ICL shall not materially or significantly decrease the level of community access to the MUGA as required by condition 7 of the Planning Permission without the prior written approval from the Council.

10. DURATION OF AGREEMENT

- 10.1. This agreement shall operate for so long as the facilities are provided in accordance with the Planning Permission. In the event that ICL cease to operate from the Site, it is agreed that every effort will be made to continue the Community Use and operation of the MUGA, and ICL will no longer be a party to this agreement.
- 10.2. If ICL cease operating from the Site, they will make new owners / tenants aware of this agreement.

11. AUTHORITY

- 11.1. ICL warrants that it has the full right and authority to enter into this agreement.

12. NO VARIATIONS

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

13. NO AGENCY

- 13.1. 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

- 14.1. 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

- 15.1. 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

- 16.1. 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

- 17.1. 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 shall comprise the following (as shown edged red on the attached plan(s)):-

Drawing Reference: HARLINGTON CAMPUS (See Appendix 1)

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 (as shown edged red on the attached plan(s)):-

Drawing Reference: HARL2101-ICL-XX-G-DR-K-0001 (See Appendix 2)

SCHEDULE 2

1. Users

The Sports Facilities shall be made available for Community Use as per paragraph 6.1 of this agreement.

2. Hours of Access

TERM-TIME

Community Use	Mon, Tues, Thurs, Fri : 0900 – 1600 Weds : 0800 - 1200 Sat, Sun : 0800 - 1100
---------------	---

SCHOOL HOLIDAYS

Community Use	Mon - Fri : 0900 - 1600 Sat, Sun: 0800 - 1600
---------------	--

3. Pricing

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 Hillingdon.

ICL will also provide 2 hours of free use to a local school Monday - Friday.

Cost for hire for tennis use : £10 per court per hour
Cost for hire for netball use : £ 25 per court per hour

4. Booking arrangements

An easy and accessible advance booking arrangement for block bookings shall be established for hire of the MUGA which will be made available on the ICL website to allow for bookings to be made over the phone or via email.

The agreed booking arrangements shall operate as follows:-

1. User who intends to use the MUGA will call ICL on email at: Move@Imperial.ac.uk
2. Payment will be made in advance of using the facility
3. The facility will be booked in line with the ICL internal booking system
4. Users of the MUGA must report to the main reception to inform ICL they have arrived and to gain access to ancillary changing facilities and to access the MUGA.
5. Bookings will be taken on a block booking basis (e.g. every Monday 1000-1200 for a period of 10 weeks).

5. Parking Arrangements

ICL will ensure there are sufficient car parking spaces available commensurate to the use of the MUGA. ICL will encourage the use of sustainable modes of transport, including walking, cycling, public transport and car sharing (including the use of mini-buses and coaches).

This **agreement** has been entered into on the date stated at the beginning of it.

Signed by

.....

Duly authorised to sign for and on behalf of Imperial College London

Signed by

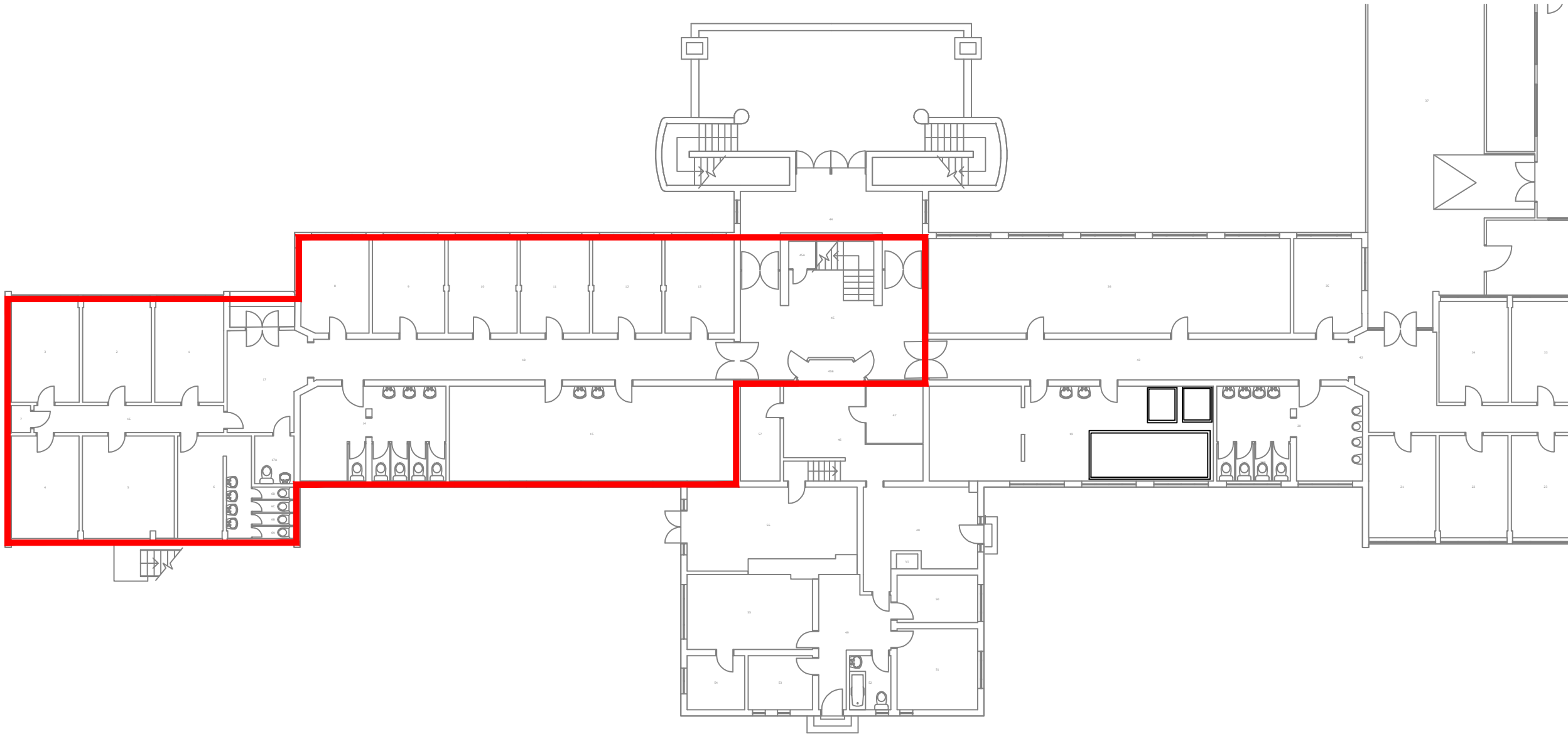
.....

Duly authorised to sign for and on behalf of the London Borough of Hillingdon

C:\Users\jnev\Box\CADCOM - Drawings\CAMPUS MAPS\LONDON\HARLINGTON\Harlington-Campus.dwg, 16/02/2021 13:52:18



Revision	Description	Date	Support Services Estates South Kensington Campus London SW7 2AZ Tel: 020 7594 1707 Fax: 020 7594 8925	Project	Drawn by	Checked	File
Imperial College London				Title	JLN		
				HARLINGTON CAMPUS	Drawing Number	Revision	Scale
							1:1250 @ A3
							Date



Rev	Description	By	Date
Client			
Imperial College London			

Designer
Contractor

ICL Project No.
HARL2101
ICL Project Title
MUGA MULTI USE GAMES AREA

Building Name
Campus
HARLINGTON

Status	Purpose of Issue		
--------	------------------	--	--

Drawn by	Checked	Scale @ A3	Date
JLN	MK	1:200@A3	07.01.22

Drawing Title
COMMUNITY USE AGREEMENT CHANGING AND TOILET FACILITIES

Drawing Number							
Proj	Orig	Zone	Level	Type	Role	No.	Rev
HARL2101	ICL	XX	G	DR	K	0001	