

**Appendix C** Community Use Agreement dated October 2018

# **Northwood College**

## Community Use Agreement

**on behalf of Girls Day School Trust**

October 2018

Draft Agreement in relation to arrangements for community use of  
Sports facilities at Northwood School  
In connection with Planning Permission 2082/APP/2017/2086

## Contact

1 Poultry  
London  
EC2R 8EJ

E: [info@nexusplanning.co.uk](mailto:info@nexusplanning.co.uk)

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**DATE 3<sup>rd</sup> October 2018**

- (1) NORTHWOOD COLLEGE FOR GIRLS of Maxwell Road, Northwood HA6 2YE (" the **School**" ); and
- (2) GIRLS DAY SCHOOL TRUST ("the **Landowner**" ) of 100 Rochester Row, London, SW1P 1JP; and

## 1.0 Background

- 1.1 Northwood College for Girls is an independent girls' school, educating nearly 840 students between the ages of three and eighteen and employing over 150 staff.
- 1.2 Northwood College is proposing to build a new science building and 6<sup>th</sup> form block which will replace temporary classroom accommodation for which planning permission for continued use (up to 2020) was granted on 21<sup>st</sup> June 2017.
- 1.3 Due to the temporary accommodation's location on the school tennis courts and, in order to meet Sports England's Playing Field Policy, Sports England and the applicant agreed that a Community Use Agreement would be drawn up to ensure that the community are benefiting from the community use of school facilities.
- 1.4 Therefore, this Community Use Agreement seeks to satisfy Condition 6 of application reference 2082/APP/2017/2086 for continued temporary use which sets out that a community use agreement should be prepared in consultation with Sport England and submitted to and approved by the Council.

## 2.0 Recitals

- 2.1 Planning Permission was granted by the Hillingdon Borough Council for planning application reference 2082/APP/2017/2086 subject to conditions. Condition 6 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 wider school site will be managed.
- 2.2 The parties wish to enter into this Agreement in order to make the indoor and outdoor Sports Facilities at the Development and/or the wider school site, available (when their use is not required by the School) for use by the local community in compliance with the terms of this Agreement and Condition 6.
- 2.3 Girls Day School Trust is the owner of the School Premises and is responsible for their use.
- 2.4 The London Borough of Hillingdon Council has responsibility for the provision of sports facilities in the Borough for use by and for the benefit of the community and is desirous of entering into this Agreement in furtherance of that responsibility and as the local planning authority in respect of the Development.
- 2.5 The Council is the local education authority for the area.
- 2.6 Girls Day School Trust is the owner of the School and agrees to provision of community access to the sports facilities

## 3.0 Definitions and Interpretation

3.1 In this Agreement the following words or phrases have the corresponding meanings ascribed to them unless the context otherwise requires:

<b>Community Use</b>	means use of the sports facilities by the local community including organised sports clubs, organisations and for casual use
<b>Casual Use</b>	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
<b>Development</b>	means Continued use of temporary classroom accommodation, comprising a two storey building of 1,600 sq m, for a further temporary period of 3 years (as previously approved in planning permission ref: 2082/APP/2014/600 dated 08-05-2014) for which Planning Permission has been granted
<b>Sports Facilities</b>	means the sports facilities identified in Schedule 1 to this Agreement forming part of the School Premises
<b>Parties</b>	means the parties to this Agreement
<b>Planning Permission</b>	means planning permission Ref: 2082/APP/2017/2086 granted by the Council on 21 <sup>st</sup> June 2017
<b>Priority Groups</b>	means those groups identified by the Parties as being under represented for the particular activity engaged in
<b>Review Committee</b>	means representatives of each of the Parties to this Agreement or their nominees

**School Core Times** means 0800 to 1600 Mondays to Fridays during term time as defined in Schedule 2 to this Agreement

**School Premises** means the land and buildings comprising Northwood College

## 4.0 Aims

4.1 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;
- 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; and
- To provide affordable access to the facilities and to be self financing in terms of community use.

## 5.0 Arrangements for Community Use

5.1 The School agrees to make the Sports Facilities available for Community Use in accordance with the provisions of Schedule 2 to this Agreement.

## 6.0 Targets for Community Use

- 6.1 The School shall use reasonable endeavours to achieve community use targets, where appropriate in line with appropriate sports development strategies, including making a contribution to local participation targets for sporting and physical activity. The overall aim will be to support more people in Hillingdon to become more active more often. The School shall liaise with Hillingdon Borough Council's Sports Development Officer, to provide a range of opportunities and pathways for the community. These may include existing initiatives and will also include new and local activities. These may include existing initiatives and will also include new and local activities.

## 7.0 Marketing and Promotion

- 7.1 The School 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.

## 8.0 Management

8.1 The School's Director of Finance and Operations (DFO) oversees the use of the School's premises for lettings and 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.

8.2 The DFO will ensure the following are undertaken:

- (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 suits 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.

8.3 The School 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.

8.4 The areas available for community use are as detailed in Schedule 1.

## 9.0 Financial Matters

9.1 The School endeavours 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:

- Contribute to a contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facilities.
- Increase the use of the Sports Facilities by any Priority Groups by staging special promotions or by offering discounted rates of hire where appropriate.
- Improve and increase the stock of sports equipment for use in connection with the Sports Facilities where required.

## 10.0 Monitoring and Review

10.1 The policy will be reviewed annually by the DFO. An annual report will be produced covering the 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.

10.2 The School shall not materially reduce the level of community access to the Sports Facilities required by Condition 6 of the Planning Permission without the prior written approval of the local planning authority following consultation with Sports England.

## 11.0 Duration of Agreement

11.1 This Agreement shall operate for so long as the School Facilities are provided in accordance with the Planning Permission. 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.

## 12.0 Authority

12.1 The School warrants that it has the full right and authority to enter into this Agreement.

## 13.0 No Variations

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

## 14.0 No Agency

14.1 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.

## 15.0 Severability

15.1 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.

## 16.0 Waiver

16.1 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.

## 17.0 Non-Assignability

17.1 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.

## 18.0 Governing Law and Jurisdiction

18.1 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 – Areas for Community Sport Use

1. The outdoor sports facilities to be made available for Community Use shall comprise the following:
  - Grass pitch
  - Multi Use Games Area
  - Tennis Courts
2. The indoor sports areas and facilities (together with any ancillary facilities together with any ancillary facilities (toilets changing rooms etc) to be made available for Community Use shall comprise the following:
  - Sports Hall
  - Climbing Wall
  - Swimming Pool

## Schedule 2 – Arrangements for Community Sport Use

### 1. Users

The Sports Facilities shall be made available for Community Use.

### 2. Hours of Access

	Day	Time
TERM – TIME		
	Mon - Fri	18.00 hrs to 21.00 hrs
	Sat:	09.00 hrs to 19.00 hrs
	Sunday:	09.00 hrs to 12.00 hrs
SCHOOL HOLIDAYS		
	Mon - Fri	09.00 hrs to 18.00 hrs
	Sat:	09.00 hrs to 18.00 hrs
	Sunday:	09.00 hrs to 12.00 hrs

The hours of use for internal spaces will be as outlined above except where the school requires the use for school based clubs.

Subject to the School providing appropriate justification to the DFO, the School may restrict the use of grassed sports areas to protect them to fit in with the school requirements

### **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.

<b>Community Facility</b>	<b>Price</b>
Grass Pitch	£40.00/hour
Multi Use Games Area	£40.00/hour
Tennis Courts	£20.00/hour
Sports Hall (full)	£40.00/hour
Climbing Wall	£30.00/hour
Swimming Pool (full)	£120.00/hour

### **4. Booking Arrangements**

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

### **5. Parking Arrangements**

There is no car parking available on site

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

Signed by [REDACTED] (on behalf of Northwood College)

Duly authorised by the School (Northwood College)

Signed by [REDACTED] (on behalf of Girls' Day School Trust)

Duly authorised by the Landowner (Girls' Day School Trust)

**Nexus Planning**  
**London**

1 Poultry  
London  
EC2R 8EJ

[nexusplanning.co.uk](http://nexusplanning.co.uk)

