

DATED 20<sup>th</sup> April 2020

- (1) THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF RICHMOND  
UPON THAMES
- (2) THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF HOUNSLOW
- (3) SECRETARY OF STATE FOR HOUSING,  
COMMUNITIES AND LOCAL  
GOVERNMENT

AGREEMENT UNDER SECTION 106  
OF THE TOWN AND COUNTRY PLANNING ACT  
1990 (AS AMENDED)  
RELATING TO LAND AT HOSPITAL BRIDGE ROAD, TWICKENHAM TW2 6LH

THIS DEED OF AGREEMENT is made the 20<sup>th</sup> day of April 2020

**BETWEEN**

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES** of Civic Centre 44 York Street Twickenham TW1 3BZ ("the Council")
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HOUNSLOW** of Hounslow House 7 Bath Road Hounslow TW3 3EB ("the Freeholder")
- (3) **THE SECRETARY OF STATE FOR HOUSING, COMMUNITIES AND LOCAL GOVERNMENT** of 4<sup>th</sup> Floor Fry Building 2 Marsham Street London SW1P 4DF ("the Developer")

**INTERPRETATION**

In this Deed the following words and expressions shall have the following meanings:-

"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"Bus Services"	additional bus journeys to coincide with school start and end times to and from the Property on bus routes to be agreed with the Council;
"Bus Services Contribution"	means a contribution Indexed towards the provision of the Bus Services in a sum to be agreed by the Developer and the Council acting reasonably in accordance with the provisions of paragraph 4 of Schedule 1 of this Deed which contribution shall comply with the requirements of Regulation 122 of The Community Infrastructure Regulations 2010 (as amended) and which for the avoidance of doubt shall not exceed £1,175,000.00;
"Commencement of Development"	means the carrying out of a material operation as defined by Section 56(4) of the 1990 Act in relation to the Development but shall not include the following: <ul style="list-style-type: none"><li>(i) site clearance;</li><li>(ii) demolition work;</li><li>(iii) ground investigatory site survey work;</li><li>(iv) construction of boundary fencing or any other temporary</li></ul>

	<p>means of enclosure;</p> <p>(v) archaeological investigation;</p> <p>(vi) works of decontamination or remediation of other adverse ground conditions;</p> <p>(vii) diversion and laying of services;</p> <p>(viii) temporary access works; and</p> <p>(ix) temporary display of site notices or advertisements</p> <p>and the term "<b>Implemented</b>" and "<b>Implementation</b>" shall be construed accordingly;</p>
<b>"Community Use Agreement"</b>	means an agreement to be made between the Council and the School Trust or such other entity as the Council considers appropriate substantially in the form of the agreement contained in Appendix 2 to this Deed;
<b>"Development"</b>	means the development of the Property pursuant to the Planning Permission;
<b>"Energy Strategy Contribution"</b>	means a contribution of £105,828.21 Indexed towards the Council's carbon offset fund;
<b>"Footpath"</b>	means a footpath to be constructed in the north-east corner of Heathfield Recreation Ground in an exact location to be agreed by the Council and Developer acting reasonably;
<b>"Footpath Contribution"</b>	means a contribution of £1,625 Indexed towards the construction of the Footpath;
<b>"Heads of Terms"</b>	means the heads of terms to the sub-lease to be granted by the Developer to the Council contained in Schedule 3 to this Deed;
<b>"Highways Agreement"</b>	<p>means an agreement made pursuant to section 278 of the Highways Act 1980 which shall provide for the following works to be carried out:</p> <p>(i) construction of a simple priority junction access with entry treatment to be agreed with the local highway authority;</p>

	<ul style="list-style-type: none"> <li>(ii) the removal of signs and markings at the northern end of the existing 20mph zone outside the Bishop Perrin School;</li> <li>(iii) the relocation of the existing gateway signage of the 20mph zone outside the Bishop Perrin School to a new location to be agreed with the local highway authority to the north of the site access;</li> <li>(iv) the construction of zebra pedestrian crossing (in addition to any other alternative safety measures deemed necessary to ensure pedestrian and highway safety) on the B358 Hospital Bridge Road, together with dropped kerbs and tactile paving and any associated highway works;</li> <li>(v) the construction of new dropped kerbs and any associated highway works at the Montrose Avenue/B358 Hospital Bridge Road priority junction; and</li> <li>(vi) the insertion of a speed hump on the B358 Hospital Bridge Road to the north and south the site access to denote entry and exit from the above-mentioned 20mph zone;</li> </ul>
<b>"Indexed"</b>	<p>increased in accordance with the following formula:</p> <p>Amount payable = the payment specified in this Deed x (A/B) where:</p> <p>A = the figure for the Consumer Prices Index that applied immediately preceding the date the payment is due.</p> <p>B = the figure for the Consumer Prices Index that applied when the index was last published prior to the date of this Deed.</p>
<b>"Monitoring Fee"</b>	means the sum of £5,412 to be paid to the Council for its costs in monitoring the planning obligations in this Deed;
<b>"Occupy"</b>	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation in relation to security operations and <b>"Occupied"</b> and <b>"Occupation"</b> shall be construed accordingly;
<b>"Parties"</b>	means the parties to this Deed;

"Pedestrian Crossing Contribution"	means the contribution of £120,000 Indexed towards improved pedestrian crossing facilities at the A316 / Hospital Bridge Road junction to improve the safety of pedestrian and cyclists;
"Planning Application"	means a planning application bearing reference number 18/3561/FUL for Change of use of part of the open grassland and adjacent horticultural nursery for the development of a 5FE Secondary School and Sixth Form (Class D1) for 1,050 pupils (750 secondary school places and 300 sixth form places). Development is to include the formation of a new north boundary line associated to the horticultural nursery, and the erection of a main teaching block and adjoining sports block, up to three storeys in height, and associated plant and mechanical equipment, 3 court MUGA, playing pitches, on site car park, cycle parking spaces, hard and soft landscaping; amendments to existing access road to provide dual access to Nursery and Turing House School; and associated public highway works. Additional provision of an area of land to be dedicated as Public Open Space as an extension to Heathfield Recreation Ground; and the school will be subject to a Community Use Agreement;
"Planning Permission"	means a planning permission resolved to be granted pursuant to the Planning Application subject to the prior completion of this Deed;
"Property"	means land at Hospital Bridge Road, Twickenham TW2 6LH shown edged red on the plan marked "Site Location Plan" attached hereto;
"Public Open Space"	means the land shown edged green on the plan marked "Site Location Plan" attached hereto to be provided as public open space and to be sub-let by the Developer to the Council in accordance with the Heads of Terms contained in Schedule 3 to this Deed;
"Public Open Space Contribution"	means the contribution of £153,809 Indexed towards the grassland restoration and five year management and maintenance of the Public Open Space;
"Recreation Ground Contribution"	means the contribution of £28,500 Indexed towards the maintenance of Heathfield Recreation Ground, towards the provision of bins and benches on Heathfield Recreation Ground and towards further mitigation measures for the impact of the development on Heathfield Recreation Ground;

<p><b>"School Travel Plan"</b></p>	<p>means a travel plan in respect of the Development on the Property, the objectives of which shall:</p> <ul style="list-style-type: none"> <li>(i) promote awareness of transport issues and the impact of traffic on the local environment;</li> <li>(ii) show a commitment to improving traffic conditions within the local area;</li> <li>(iii) influence the reduction in the level of private car journeys to and from the Development in order to reduce air pollution and the consumption of fossil fuels;</li> <li>(iv) maximise the proportion of journeys to and from the Development by sustainable modes of transport such as walking cycling and public transport;</li> <li>(v) to raise awareness of pupil safety at the school entrance at school peak times and throughout the day;</li> </ul>
<p><b>"School Travel Plan Monitoring Fee"</b></p>	<p>means the annual sum of £1,000 to be used by the Council for the monitoring of the School Travel Plan;</p>
<p><b>"School Trust"</b></p>	<p>means the Russell Education Trust or such other organisation as operates the school on the Development from time to time;</p>
<p><b>"Site Location Plan"</b></p>	<p>means the plan attached at Appendix 1 with drawing reference numbered FS0316-STL-01-XX-DR-A-0100 P05;</p>
<p><b>"Statutory Undertaker"</b></p>	<p>means any legal entity authorised by statute to carry on an undertaking for the supply of television, telecommunications, electricity, gas, water and/or drainage;</p>
<p><b>"Traffic Management Contribution"</b></p>	<p>means the sum of £3,200 to seek to secure a traffic management order to:</p> <ul style="list-style-type: none"> <li>(i) extend the existing Bishop Perrin 20mph Zone on the B358 Hospital Bridge Road from its current location to a position north of the railway bridge; and</li> <li>(ii) insert double yellow lines on the B358 Hospital Bridge Road</li> </ul>

	and Montrose Avenue as shown in Drawing No 007 Rev. E (attached at Appendix 1), and on both sides to a location agreed by the Highway Authority
"Working Day"	means any day excluding Saturdays (excepting the hours of 8am-1pm), Sundays and any statutory or bank holiday and the term " <b>Working Days</b> " shall be construed accordingly.

**WHEREAS:**

- (A) The Council is the local planning authority for the administrative area within which the Property is situate for the purposes of the 1990 Act and for the purpose of Section 106 of the 1990 Act is the local planning authority by whom the planning obligations contained within this Deed are enforceable.
- (B) The Freeholder is registered at the Land Registry as the freehold owner of that part of the Property registered under title number AGL333340.
- (C) The Developer is registered at the Land Registry as the leasehold owner of that part of the Property registered under title number TGL493814.
- (D) The Council has resolved to approve the Planning Application and grant the Planning Permission subject to the prior completion of a deed of planning obligation under section 106 of the 1990 Act to secure the planning obligations now contained in this Deed.

**NOW THIS DEED WITNESSETH** as follows:

- 1 THIS Deed is made pursuant to Section 106 of the 1990 Act, Section 111 of The Local Government Act 1972, Section 16 of The Greater London Council (General Powers) Act 1974, and Section 1 of The Localism Act 2011 and any other enabling statutory provisions.
- 2 The Developer and the Freeholder COVENANT with the Council to observe and perform the obligations and covenants contained in Schedule 1 to this Deed.
- 3 The Council COVENANTS with the Developer and the Freeholder to observe and perform the obligations and covenants contained in Schedule 2 to this Deed.

**Miscellaneous agreements and declarations**

The Parties agree that:

- 4.1 The planning obligations contained in Schedule 1 to this Deed are conditional upon the grant of the Planning Permission and Commencement of Development having occurred save for the provisions of paragraphs 1, 2, 6.2 and 7 which shall take effect upon the grant of Planning permission;
- 4.2 nothing contained in this Deed constitutes a planning permission;
- 4.3 nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as local authority and its rights powers duties and obligations under all public and private statutes bye-laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed;
- 4.4 if any provision in this Deed shall be held to be void invalid illegal or unenforceable or if voidable is avoided this shall not affect the operation validity legality and enforceability of any other provision of this Deed provided severance therefrom is possible;
- 4.5 a reference to the masculine feminine and neuter genders shall include the other genders and reference to the singular shall include the plural and vice versa;
- 4.6 a reference to a clause is a reference to a clause contained in this Deed;
- 4.7 the expressions "the Council" and "the Freeholder" and "the Developer" shall include their respective successors in title and assignees.

**Local Land Charge provisions**

The Parties agree that:

- 5.1 This Deed is a Local Land Charge and shall be registrable by the Council in the Council's Register of Local Land Charges immediately on completion thereof;
- 5.2 The Council will, upon written request by the Freeholder or the Developer if applicable effect a cancellation of any entry made in the Local Land Charges Register in regard to this Deed forthwith after the obligations of the Freeholder or the Developer hereunder have been wholly performed or discharged.



6      **Reference to statutes and statutory instruments**

References in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force.

7      **Variations**

The Parties agree that:

7.1    the covenants undertakings and restrictions contained in this Deed shall only be capable of being varied by a memorandum to be endorsed upon or annexed to this Deed by or on behalf of the relevant parties hereto or by a subsequent deed of variation;

7.2    in the event that the Council shall at any time hereafter grant a planning permission pursuant to an application made under section 73 of the 1990 Act in respect of the conditions in the Planning Permission (and for no other purpose whatsoever) references in this Deed to the Planning Application the Planning Permission and the Development shall (unless the Council requires otherwise) be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this deed shall henceforth take effect and be read and construed accordingly.

8      **English law applicable**

The construction validity and performance of this Deed shall be governed by English law.

9      **Effect of revocation of planning permission**

In the event of the Planning Permission being revoked by the Council or any other authority having powers in relation to planning matters or otherwise withdrawn or modified by any statutory procedure without the consent of the Freeholder or the Developer or their successors in title the obligations of the Freeholder and the Developer under this Deed shall thereupon cease absolutely and in that event the Council will repay to the Freeholder or the Developer such monies as have been paid to it pursuant to the obligations contained within this Deed to the extent that they remain unspent.

10      **Waivers not to be of a continuing nature**

No waiver (whether express or implied) by any party to this Deed of any breach or default by any party to this Deed in performing or observing any of the terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent any party to this Deed from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereto by the party in question.

11      **Liability of subsequent owner and release of former owner**

Subject to clause 3 the provisions hereof shall be enforceable by the Council against the Freeholder and the Developer and all persons who shall have derived title through or under them in respect of the Property (but so that no person shall be liable to the Council for any breach of the provisions committed after such a person has parted with all of its interest in such land) PROVIDED THAT a Statutory Undertaker which has an interest in the Property or part thereof for the purpose of its undertaking shall not be bound by the terms of this Deed or be liable for the breach of any covenant contained in this Deed.

12      **Future Planning Permissions**

Nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

13      **Contracts (Rights of Third Parties) Act 1999**

The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed is to have the benefit of or is capable of enforcing any term in this Deed and no party is to have any rights to enforce this Deed other than those falling within the definitions of the Council the Freeholder or the Developer.

14      **VAT clauses**

14.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof;

14.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged in respect of that supply the person making the

supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly subject to the provision of a valid VAT invoice.

15      **Community Infrastructure Levy Regulations 2010**

The terms of this Deed comply in all respects with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 in that the obligations contained herein are necessary to make the Development acceptable in planning terms, directly relate to the Development and fairly and reasonably related in scale and kind to the Development.

16      **Dispute Resolution**

The Parties agree that:

- 16.1 in the event of any dispute arising in respect of any matter contained in this Deed save as to matters regarding its legal construction then unless the relevant part of the Deed indicates to the contrary the same shall be referred to an expert being an independent person to be agreed upon between the Parties hereto or at the request and option of either of them to be nominated at their joint expense by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors and such expert shall act as an expert and not as an arbitrator and whose decision shall be final and binding on the Parties hereto and whose costs shall be in his award;
- 16.2 that the expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty eight (28) days from the date of his appointment to act;
- 16.3 that the expert shall be required to give notice to each of the said Parties inviting each of them to submit to him within ten (10) working days written submissions and supporting material and shall afford to each of the said Parties an opportunity to make counter submissions within a further five (5) working days in respect of any such submission and material and his decision shall be given in writing within twenty eight (28) days of this appointment with reasons and in the absence of manifest error shall be binding on the said Parties;

*Handwritten signature and initials*  
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Andrew  
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16.4 the costs of any reference of any dispute shall be paid jointly by the ~~Freeholder and the~~ Developer and the Council unless otherwise determined in the independent person's award.

17 **Reasonableness**

Where the agreement, approval, consent or expression of satisfaction is required by the Freeholder or the Developer from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.

18 **Service**

Any notice under this Deed shall be in writing and shall be sufficiently served if personally delivered or sent by recorded delivery service addressed in the case of the Council unless otherwise stated herein to the Council's Head of Development Management at the address given herein and in the case of the Freeholder or the Developer at the address given herein or the their respective registered office address from time to time.

IN WITNESS whereof with the intent that these presents should be executed as a deed the Parties hereto have duly executed the same the day and year first before written

## SCHEDULE 1

### COVENANTS BY THE FREEHOLDER AND THE DEVELOPER

#### Notifications

1 ~~The Freeholder and the~~ Developer covenants to provide the Council's Head of Development Management with not less than 10 Working Days' prior written notice of each of the following:

- Amended  
Per*
- 1.1 Commencement of the Development (which notice shall include an anticipated commencement date); and
  - 1.2 Occupation of the Development.

#### Contributions

2 Prior to commencement of the Development the Developer shall pay to the Council:

- 2.1 the Recreation Ground Contribution;
- 2.2 the Public Open Space Contribution;
- 2.3 the Pedestrian Crossing Contribution;
- 2.4 the Traffic Management Contribution; and
- 2.5 the Footpath Contribution.

3 Prior to Occupation of the Development the Developer shall pay to the Council the Energy Strategy Contribution.

4 Upon Occupation the Developer shall pay to the Council one fifth of the Bus Services Contribution provided that (1) prior to such payment the Council has provided to the Developer evidence supplied by Transport for London that the Development has generated need for expenditure on the Bus Services and (2) the expenditure needing to be made by Transport for London and otherwise secured by the Bus Services Contribution is not to be funded by HM Treasury or other third party through the London Funding Agreement for the funding of bus provision to support new Free Schools across London and if either of these provisos are not satisfied no Bus Services Contribution shall be payable upon Occupation.

5 The Developer shall pay to the Council one fifth of the Bus Services Contribution upon each anniversary of the date of first Occupation of the Development provided that (1) prior to each such payment the Council shall have provided to the Developer evidence approved by Transport for London that the Development has generated need for further expenditure on the Bus Services and (2) the expenditure needing to be made by Transport for London and otherwise secured by the Bus Services Contribution is not to be funded by HM Treasury or other third party through the London Funding Agreement for the funding of bus provision to support new Free Schools across London and if either of these provisos are not satisfied no Bus Services Contribution (other than any Bus Services Contribution already paid) shall be payable for that year and for the avoidance of doubt no further Bus Services Contribution shall be payable following the fifth year of Occupation of the Development.

6 **Public Open Space**

- 6.1 Prior to Occupation the Developer will grant a sub-lease of the Public Open Space to the Council in accordance with the Heads of Terms contained in Schedule 3 to this Deed.
- 6.2 As from the date of this Deed the Freeholder and the Developer (and for the avoidance of doubt prior to the Commencement of Development) grants a licence to the Council to enter the Public Open Space to carry out its own environmental surveys.
- 6.3 Following its having carried out environmental surveys the Council will confirm to the Developer its reasonable and proper estimate of any anticipated remediation costs together with a copy of any surveys and reports which it has obtained.
- 6.4 Commencement of Development shall not take place until the Developer has paid to the Council the remediation costs advised to it pursuant to paragraph 6.3.
- 6.5 For the avoidance of doubt the Freeholder consents to the grant of a sub-lease of the Public Open Space to the Council in accordance with the Heads of Terms contained in Schedule 3 to this Deed and will take any steps necessary as freeholder of the Public Open Space to ensure that the said sub-lease is granted in accordance with the provisions of this Deed

## Costs

- 7 The Developer shall pay to the Council the sum of one thousand pounds (£1,000) being its proper and reasonable costs for the preparation and completion of this Deed and also the Monitoring Fee on the date hereof.

## School Travel Plan

- 8.1 There shall be no Occupation of the Development ~~until the Freeholder or the~~ Developer or the School Trust has prepared and submitted to the Council the School Travel Plan in accordance with current Transport for London Travel Plan Guidance on the STARS Travel Plan system for the Council's approval (such approval not to be unreasonably withheld or delayed).

- 8.2 The School Travel Plan shall:

8.2.1 seek to retain Gold level accreditation include baseline information relating to the existing transport situation in the area travel survey information and proposed responsibilities actions and targets (with completion dates) and effective means of delivering and achieving these actions and targets, effective measures for ongoing monitoring of the Travel Plan; and

8.2.2 provide for the appointment of a Travel Plan Coordinator and where (and on each occasion that) the person holding the position of Travel Plan Coordinator shall (for any reason) cease to act the ~~Freeholder or the~~ Developer shall appoint another person to that role and notify the Council as to the identity of the person.

- 8.3 Following the Occupation of Development and at all times thereafter the ~~Freeholder and~~ Developer and the School Trust shall operate and comply with the requirements of the approved School Travel Plan and implement the Travel Plan proposals, targets, measures and programmes of implementation.

- 8.4 In each of the five years after the first Occupation of the Development the Developer shall submit a monitoring report and the School Travel Plan on the STARS system (or any other such system that may be in place) which shall demonstrate how the School Travel Plan has been operated during the preceding twelve month period which report shall include (where appropriate) any additional or remedial measures required to be undertaken to ensure compliance with the requirements of the School Travel Plan (and such

additional or remedial measures shall be deemed to be incorporated in and form part of the School Travel Plan).

- 8.5 On the first Occupation of the Development and on each anniversary of the date of the first Occupation (up to and including the fourth anniversary after which the obligation in this clause shall cease) the Developer shall pay the School Travel Plan Monitoring Fee to the Council.

#### **Community Use Agreement**

- 9.1 There shall be no Occupation of the Development Site until the Community Use Agreement has been agreed and entered into.
- 9.2 The Development shall not be Occupied other than in accordance with the approved Community Use Agreement.

#### **Highways Agreement**

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- 10.1 The Developer shall enter into the Highways Agreement no later than three months after the Commencement of Development.
- 10.2 The Development shall not be Occupied until the works to be undertaken pursuant to the Highways Agreement have been completed to the Council's satisfaction.



## SCHEDULE 2

### COVENANTS BY THE COUNCIL

- 1 The Council covenants with the Freeholder and the Developer:
  - 1.1 to act reasonably, properly and diligently in exercising their discretion and discharging their functions under this Deed. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Deed, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation; and
  - 1.2 to use all sums received from the Developer or the Freeholder under the terms of this Deed for the purpose(s) specified in this Deed for which they are paid.

### SCHEDULE 3

#### HEADS OF TERMS OF SUB-LEASE OF PUBLIC OPEN SPACE FINAL AGREED 17 3 2020

Name and Address of Freeholder	<p>MAYOR AND BURGESS OF THE LONDON BOROUGH OF HOUNSLOW</p> <p>LONDON BOROUGH OF HOUNSLOW, HOUNSLOW HOUSE, 7 BATH ROAD, HOUNSLOW, MIDDLESEX, TW3 3EB</p>
Name and address of Landlord	<p>THE SECRETARY OF STATE FOR COMMUNITIES AND LOCAL GOVERNMENT</p>
Name and address of Tenant	<p>THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES</p> <p>London Borough of Richmond upon Thames (<b>RBuT</b>), Civic Centre, 44 York Street, London, TW1 3BZ.</p>
Headlease	<p>The headlease made between the freeholder and the landlord for a term of 125 years from 31 January 2018.</p>
Property	<p>Rectangular shaped area at the west of the existing Metropolitan Open Land adjoining Hospital Bridge Road. Access will be from Springfield Road, Whitton, TW2 6LG, as shown edged red on the attached draft plan (Landscape General Arrangement Plan FS0316-ALA-00-XX-DR-L-0001 dated 02/03/2018).</p> <p>The demise is to include the northern and southern boundary fencing only. Richmond Parks Team would like consultation on the fencing for the north (wildlife corridor) and west boundaries.</p>
Length of term and commencement date	<p>The term of the Headlease less one day. If required, tenant to be allowed into possession prior to this date upon written notice to the Landlord, under licence with appropriate consents obtained in order to undertake any surveys or adaptation or improvement works required.</p>

Rights of Renewal:	None
Use	Public Open Space as an extension to the Heathfield Recreation Ground
Rent	One peppercorn, if demanded.
Yielding up:	At the end or sooner determination of the Term, the Tenant shall yield up the Property to the Landlord in reasonable condition for its use required in accordance with the obligations no less than contained in the Headlease, and in no worse environmental condition as existing at lease commencement.
Repair/ decoration:	<p>The Tenant shall keep the Property and the boundary fencing to the North in good and substantial repair.</p> <p>The Tenant shall keep all drainage or pipes serving the Property on under or leading from the Property at all times clean free from obstruction and in good repair and condition, and to keep water supply conduits or pipes and electricity supply line serving the Property in good repair and condition.</p>
Alteration/Improvements:	<p>Subject to attainment of any necessary planning approval, the Tenant shall be permitted to make any erections, alterations, additions or improvements to the Property, to facilitate its' use as Public Open Space which are appropriate for use as Public Open Space without the previous consent in writing of the Landlord.</p> <p>The Tenant will be responsible for all alterations or adaptations required in connection with its use of the Property, and their removal if requested at lease expiry.</p>
Insurance provisions	The Tenant shall be responsible for public liability insurance or any other required insurances of the Property.
Security of Tenure:	The lease will be opted out of the security of tenure under sections 24-28 of the Landlord and Tenant Act 1954.
Access:	Upon written notice, and if required, the Landlord will permit the Tenant to access the Property prior to and/or

	following exchange of contracts for the purposes of undertaking surveys and undertaking any adaptations/improvements that are required.
Permitted Use:	The Tenant shall not be permitted to use the Property for any purpose other than for the provision of Public Open Space.
Equipment:	The Tenant to provide and maintain all appropriate equipment apparatus and machinery in connection with the Permitted Use including the provision of such safety measures as shall be appropriate to the use of the Property.
Outgoings:	The Tenant shall be responsible for the payment of all rates, taxes, fees and other outgoings (including costs relating to the use of electricity water, sewerage and other utilities) which may be levied on the Property during the term of the lease.
Alienation and Sub-letting	The Tenant shall not be permitted to assign, or underlet the whole or any part of the Property, without Landlord's written prior consent.
Reserved Rights:	As per any existing rights that may exist.
Costs:	Each party to bear their own reasonable legal and surveyors costs in documenting the lease/ agreement for lease.
Conditionality for lease grant:	This lease will be conditional upon:
	<p>1 Successful attainment of planning permission for a school on the remainder of the Metropolitan Open Land (MOL) registered under title number TGL493814 accessed from Hospital Bridge Road by Turing House School, the secondary free school run by the Russell Education Trust (RET).</p> <p>(Currently submitted under reference 18/3561/FUL).</p>

	2	Completion of the Section 106 Agreement related to the above planning application.
	3	The Tenant will carry out its own environmental surveys in respect of the Property and will confirm to the Landlord its reasonable and proper estimate of any anticipated remediation costs together with a copy of any surveys and reports which it has obtained. Following receipt of confirmation that figure and those copy documents, the Landlord will confirm whether or not the figure is acceptable. This pre-condition will be satisfied in the event that the Landlord confirms that the figure is acceptable and in that event the Landlord's liability to pay the Tenant's reasonable and proper costs incurred by the Tenant in carrying out remediation work will be capped at that figure. In the event that the figure confirmed is not acceptable to the Landlord, any party may terminate the Agreement by written notice to the other.
	4	The Landlord is responsible for the construction of the secure boundary fencing to the western boundary cemetery to ensure both security and privacy. The northern boundary is the responsibility of the Tenant. The southern boundary is also the responsibility of the Tenant if required as it will adjoin the existing recreation ground. (Note: The eastern boundary is provided and maintained by the school).
	5	Vacant possession
	6	The Tenant to be indemnified against any pre-existing rights of way or encroachment issues from residential neighbours.
	7	Subject to Richmond Borough Council internal committee approvals
Tenant's Break Clause		A right for the Tenant to break this lease in the event that the School is not built within 3 years from the date of the grant of planning consent and the expired JR period

Landlords Legal Representative	Trowers & Hamlins LLP of 3 Bunhill Row London EC1Y 8YZ (marked for the attention of Patrick Morris: PMorris@trowers.com)
Tenants Legal Representative	Amrita Chuhan, South London Legal Partnership  020 8274 5248  Amrita.Chuhan@merton.gov.uk

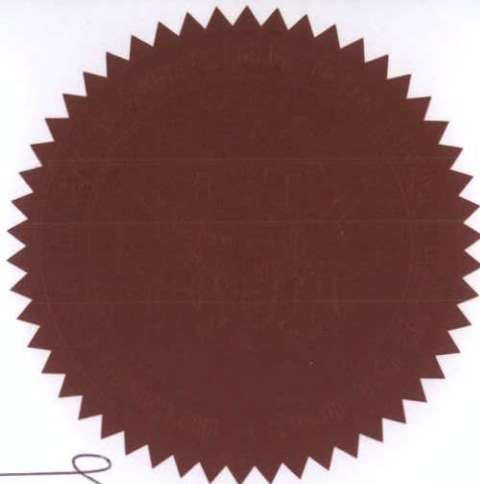
Notes: It is understood that in accordance with the S.106 Agreement, the Tenant will be placed in funds on or before signing the lease for the grassland restoration and 5 years management and maintenance of the Public Open Space in accordance with the planning consent.

The Landlord confirms agreement to the proposed initial enabling works: -

- 1 The Tenant to landscape, undertake planting and to improve the land for use as public open space.
- 2 For the creation and future maintenance of a new gated accessway and path by the Tenant in the south eastern corner of the site from Heathfield Recreation Ground to the school demise, prior to occupation of the school.
- 3 The permanent creation of a right of way to the school across the site via the new pathway. For the avoidance of doubt, there is no public right of way over the school land.

THE COMMON SEAL of the MAYOR  
AND BURGESSES  
OF THE LONDON BOROUGH OF  
RICHMOND UPON THAMES was  
hereunto affixed in the presence of:-

)  
)  
)  
)  
)  
)



*[Handwritten signature]*

Authorised Officer

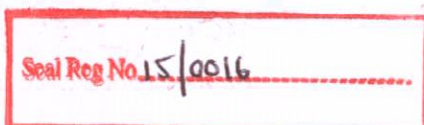
Seal Reg. No. 29147/03

THE COMMON SEAL of the MAYOR  
AND BURGESSES  
OF THE LONDON BOROUGH OF  
HOUNSLOW was  
hereunto affixed in the presence of:-

)  
)  
)  
)  
)  
)

*Amc*  
MAYOR

*Peter Cleary*  
Head of Governance



~~Authorised Officer~~

Seal Reg. No.

The CORPORATE SEAL of the  
SECRETARY OF STATE FOR HOUSING  
COMMUNITIES AND LOCAL  
GOVERNMENT hereunto affixed  
and authenticated  
in the presence of

)  
)  
)  
)  
)  
)

) Authorised signatory:

*Kathy Morris*



APPENDIX 1  
PLANS



*Peter Coors  
Andy  
Lutz  
M...*



— Site boundary  
— Public Open Space

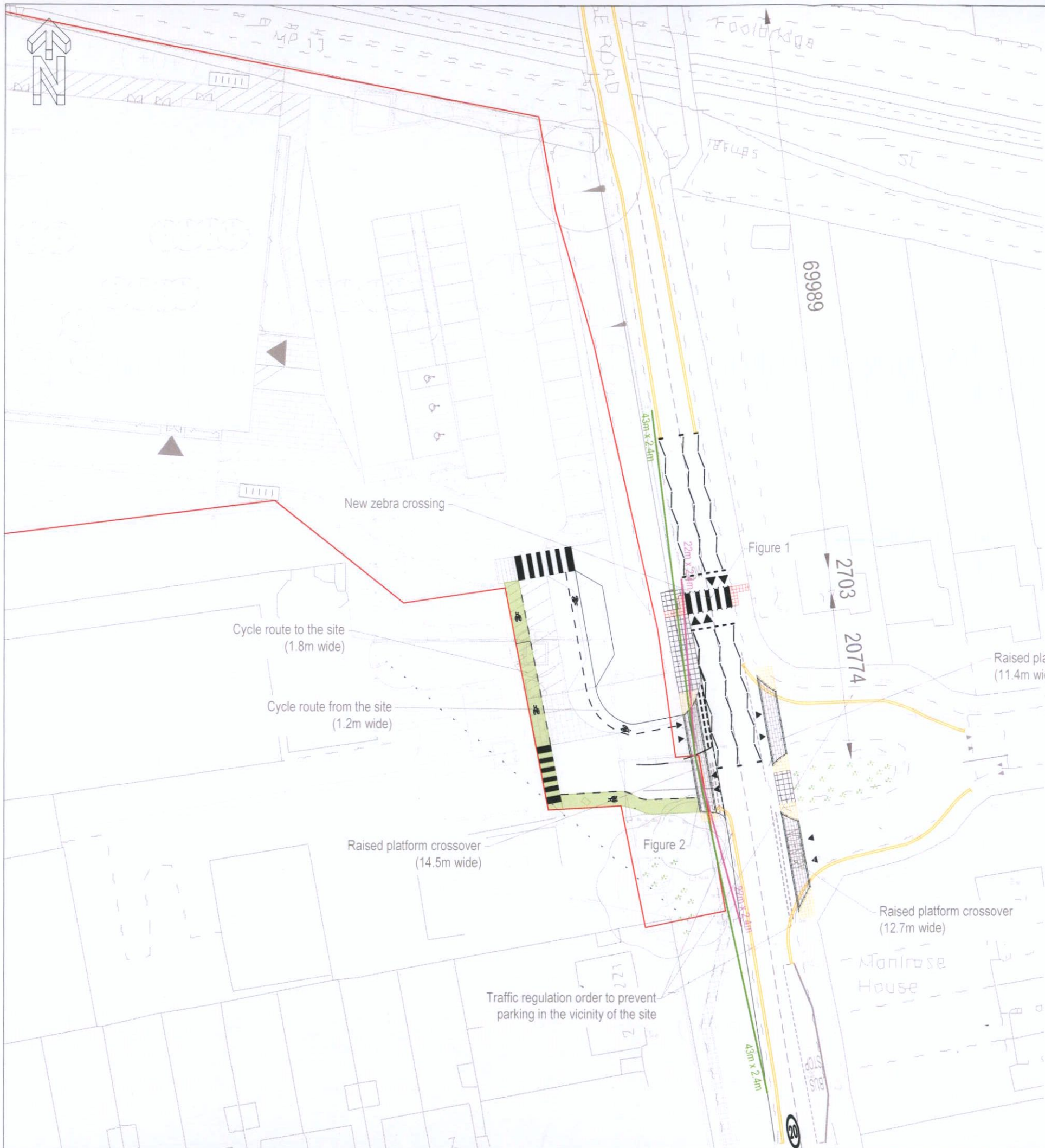
AUTHOR	CHECK	DATE	DESCRIPTION
AL	NO	24.02.20	Open Space boundary added
LG	CB	16.10.18	Redline boundary revised
CB	CB	12.10.18	Draft issue for SPM
CB	CM	13.06.18	Redline boundary amended for issue
CB	CM	13.06.18	Redline boundary first issue for pre-app

CLIENT	REVISION
Bowmer & Kirkland	LG
	CHECKED BY CB
	ORIGINATOR NO 151547

CONSULTANT  
**STRIDE TREGLOWN**  
www.stride-treglow.com © Stride Treglow Limited 2020  
 PROJECT  
 Turing House School  
 Twickenham

DRAWING TITLE  
**Site Location Plan**

SUITABILITY STATUS	SCALE
PL : PLANNING	1 : 1250 @ A1
PROJECT   ORIGINATOR   ZONE   LEVEL   TYPE   ROLE   NUMBER	REVISION
F50316-STL-01-XX-DR-A-0100	P05



DO NOT SCALE OFF THIS DRAWING

Notes:

- The contractor is responsible for verifying all site & setting out dimensions before commencing work.
- This drawing is to be read in conjunction with all relevant Architectural and M & E Drawings.
- All dimensions in millimeters unless stated otherwise.

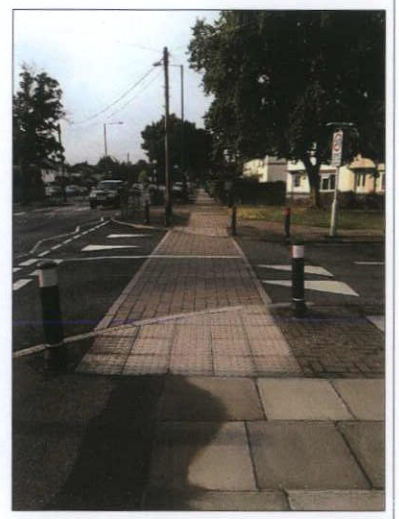
Key

- Existing footway - slab paving
- Proposed footway - slab footway
- Proposed cycle-way
- Block paving finish
- Tactile pavings
- Raised table
- Red line boundary
- 20mph sign
- Visibility Splay (30mph)
- Visibility Splay (20mph)

Figure 1



Figure 2



Rev	Date	By	Comment	Check	Appr
E	21/01/19	SM	Revised based on comments from TL	ML	DH
D	22/11/18	SM	Minor amendments	ML	DH
C	25/10/18	SM	Updated site layout	ML	ML
B	14/08/18	SM	Minor amendments	ML	ML
A	29/06/18	SM	Amendments based on comments	ML	ML

*Amk*  
*Andy Powell*  
*Peter Coas*  
*[Signature]*

Status: PRELIMINARY

Client: BOWMER & KIRKLAND

**Robert West**  
 Delta House  
 175-177  
 Borough High St  
 London SE1 3HR  
 t: 020 7939 9916  
 f: 020 7939 9909  
 www.robertwest.co.uk

Project: TURING HOUSE SCHOOL

Drawing Title: PROPOSED SITE ACCESS DESIGN OPTION 1

Drawn	Checked	Approved	Scale
By SM	By ML	By ML	1:250 @ A1
Date 25/05/18	Date 25/05/18	Date 25/05/18	

Client No	Project No	Discipline	Drawing No	Rev
4185	002	T	007	E

*ADA*



APPENDIX 2  
COMMUNITY USE AGREEMENT

Date: XX XX XX

**Turing House School**

**L.B. Richmond upon Thames**

Draft Agreement in relation to arrangements for  
community use of sports facilities at Turing  
House School

In connection with Planning Permission XXXX

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DATE XX XX XX

- (1) **TURING HOUSE SCHOOL** of Hospital Bridge Road, Twickenham. TW2 6LH (“the **School**”)
- (2) **L.B. RICHMOND UPN THAMES LOCAL AUTHORITY** of Civic Centre, 44 York Street, Twickenham TW1 3BZ (“the **Council**”)

## 1. **Recitals**

- 1.1 Planning Permission was granted by the Council for the Development subject to conditions. One condition 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 indoor and outdoor Sports Facilities at the Development, available (when their use is not required by the School) for use by the local community in compliance with the terms of this Agreement.
- 1.3 It is anticipated that the School will hold the School Premises on a 125-year Lease from the S of S for Housing, Communities and Local Government. Assuming the Lease is agreed then the School will be responsible for their use.
- 1.4 The Council has responsibility for the provision of sports facilities in the L.B Richmond area 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. **Definitions and Interpretation**

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

**Block Booking** means booking of part or all the Sports Facilities for a specific time and day of the week for at least one Academic Term payable in advance.

**Community Use** means use of the Sports Facilities by the local community including organised sports clubs and other organisations.

<b>Development</b>	means erection of 5 FE secondary school and Sixth Form including playing pitches, 3 court MUGA and Sports Block 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>Management Committee</b>	means the management committee as defined in clause 7.1 of this Agreement
<b>Parties</b>	means the parties to this Agreement
<b>Planning Permission</b>	means planning permission (reference XXXXXXXX granted by the Council on XXXXXXXX)
<b>Review Committee</b>	means representatives of each of the Parties to this Agreement or their nominees
<b>School Premises</b>	means the land and buildings comprising Turing House School

**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;
- 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 dropout 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;
- To assist in establishing and integrating the School in the local community by offering Sports Facilities for hire.

#### **4. Arrangements for Community Use**

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

#### **5. Targets for Community Use**

The School shall use reasonable endeavours to achieve community use targets *where appropriate* in line with appropriate sports development strategies, including contributing to local participation targets for sporting and physical activity. The School shall work with L.B. Richmond upon Thames Sports Development Team 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**

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.

#### **7. Management**

7.1 A Management Committee will be established within X 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 Membership shall include representative(s) (or their nominee) from each of the following: -

- The School. This will be the Head teacher as well as the Chair of the Schools Finance and Premises Cttee (or equivalent Cttee).



- The Council
- A representative from the community for the first X months from XX 2021 – 31 August 2021. This place will be taken by a representative from user groups of the Sports Facilities Hall from 1 Sept 2021.
- Russell Education Trust

7.3 Under these terms of reference, the Management Committee 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 not be materially different than similar local authority run facilities and local Schools in the area and offer a discounted rate for Block Bookings;
- 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 Community Use, this system to be reviewed on an annual basis;
- e) an appropriate marketing strategy for the marketing of the Sports Facilities for Community Use.

7.4 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. Financial Matters**

8.1 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:

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 repair or replace the stock of sports equipment such as basketball posts, netball posts, 5 aside goals for use in connection with the Sports Facilities where required

## **9. Monitoring and Review**

9.1 At least 1 month prior to the date on which the Review Committee produces its annual report the School 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 The School 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.
- 9.6 The School shall not materially reduce the level of community access to the Sports Facilities required by the Planning Permission without the prior written approval of the local planning authority following consultation with Sport England. It is however recognised that the School will need to use the Sports Hall for formal public exams and the internal mock public exams as well as one off annual event's such as "careers fayre" so it will not be available for hire during these periods. The Council will be advised at the start of each Academic year as to the expected dates and durations of such public exams and other events. Actual Dates will then be confirmed when known. Wherever possible Community Hirers will be provided with at least 4 weeks' notice.

**10. Duration of Agreement**

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.

**11. Authority**

The School 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 playing pitches and Multi Use Games Area (as shown on the plan below). In the summer if a cricket wicket is viable given condition of grass at that time then the Management Cttee will set a price for this having regard to other local facilities.



2. The indoor sports hall and activity studio together with ancillary facilities such as toilets and changing rooms to be made available for Community Use are as shown on the plans below: -



DR

## 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: 17.30 to 20.30

Sat: 09.00 – 13.00

##### SCHOOL HOLIDAYS

Community Use Mon -Fri: 09.00 -17.00

Sat: 09.00 -13.00

NB Subject to the School providing appropriate justification to the management committee, the School may restrict the use of grassed sports areas to protect them to fit in with the school 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 not be materially different to those for similar local authority run facilities and local School facilities in the vicinity of Twickenham.

##### Turing House School

- 3.2 Prices will be benchmarked against a similar range of local facilities noted in para 3.4 and 3.5 prior to opening.
- 3.3. Prices for subsequent years when the Sports facilities are available for hire will be reviewed by the Management Committee and will be set for each academic year i.e. 1 Sept to 31.Aug.

<b>Facility</b>	<b>Mon – Fri / hour. Excl. Vat  £ p</b>	<b>Saturday / hour Excl. Vat  £ p</b>	<b>Comment</b>
Outdoor Sports facilities (Pitch)			Football or Rugby Pitch
Multi Use Games Area			This is for the whole MUGA. Where a Community Group wishes to book e.g. one netball court then the rate will be 33.3% of the whole MUGA rate.
Indoor Sports Hall			This is for the whole Sports Hall. Where a Community Group wishes to book e.g. one badminton court then the rate will be 33.3% of the whole Sports hall rate.
Indoor Activity Studio			

Note a 10% discount on the applicable hourly rate is offered for Block Bookings of all or part Turing House School Sports Facilities.

**London Borough of Richmond operated Facilities** (rates charged will be inserted for year when Agreement is to be completed.)

3.4

<b>Facility</b>	<b>Hampton Sports and Fitness Centre</b>	<b>Teddington Sports Centre (Teddington)</b>	<b>Whitton Sports and Fitness Centre</b>	<b>Comment</b>



	Charge per hour £ p	School) Charge per hour £ p	(Twickenham School) Charge per Hour £ p	
Outdoor Sports facilities (Pitch)	N/A	N/A	N/A	Each of these facilities have 3G pitches not grassed pitches
Multi Use Games Area				
5 -a side	Y	N	Y	
Netball	Y	Y	y	Hampton Court is Floodlit
Indoor Sports Hall				
Badminton	Y	Y	Y	
Basketball	Y	Y	Y	
Cricket nets	Y	Y	Y	
5 a side	N	N	Y	
Netball	Y	Y	Y	
Table Tennis	N	Y	Y	Teddington rate is for 45 mins
Volley ball	Y	Y	Y	
Whole Sports hall	Y	Y	Y	
Indoor Activity Studio	N	Y	N	

**Other Local School's Rates will be shown for the year the Agreement is completed.**

3.5 The rates charged by local schools for their Sports Facilities are shown in the table below: -

Facility	The Heathland School L.B. Hounslow Charge / Hour Excl. VAT £ P	Reach Academy Feltham L.B. Hounslow Charge / hour Excl. Vat £ p	Richmond College
Outdoor Sports facilities (Pitch)	N/A	4G on Sports hall roof	Y
Outdoor netball court	Y	Y (Floodlit)	
Indoor Sports Hall	Y	Y (4 Court)	Y
Badminton Court	Y	Y	
Basket ball	N	Y	
Football	N	Y	
Netball Court	Y	Y	
Table tennis	N	Y	
Indoor Activity Studio	Side Hall	N	Y (Fitness suite)

**4. Booking arrangements**

- 4.1 An easy and accessible advance booking arrangement for Community and Sports Organisations Use including block booking by these organisations shall be established for hire of the Sports Facilities using a standard booking form.
- 4.2 The agreed booking arrangements shall operate as follows: -

It is intended when the School commences hiring of facilities that contact is made with the School's Admin team on XXXXXX or email [lettings@turinghouseschool.org.uk](mailto:lettings@turinghouseschool.org.uk)

**5. Parking Arrangements**

- 5.1 The School encourages users of the Sports Facilities to use public transport although there is car parking and cycle storage on site.

DRAFT

### Schedule 3

#### Management Committee

#### Terms of Reference and Constitution

##### 1. Purpose

- (a) 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.
- (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.

##### 2. Officers

The Chair shall have the following roles;

- Role of Chair:
  - To direct and control the meetings of the committee.
  - To cast a further vote if necessary, to resolve any tied decision(s).
  - To represent the committee at other meetings and functions as necessary.

A Secretary will be elected by the full committee at the first meeting of each academic year (Sept to August) and will serve for one full year.

- Role of Secretary:
  - To compile and maintain minutes of all meetings.
  - To compile and issue agendas for meetings in timely fashion.
  - To take care of all communications to and from the committee.

### **3. Operation**

- (a) The full committee will convene at least 2 per annum. Additional meetings will be held as considered necessary by a simple majority of members.
- (b) The School will resolve day to day issues. Whilst the School has full authority for any decisions it must adhere to the policy framework established by the full committee.
- (c) Day to day operation will be the responsibility of the School.
- (d) Sub-groups/committees may be formed by the Management Committee if considered necessary or desirable.

### **4. Reporting**

- (a) Minutes of committee meetings will be maintained.
- (b) A formal annual report, as set out in paragraph 9.2 and 9.3 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.

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

*[Amend as appropriate]*

Signed by .....

Duly authorised by the School

Signed by .....

Duly authorised by the Council

DRAFT