

LANDSCAPE CONCEPT

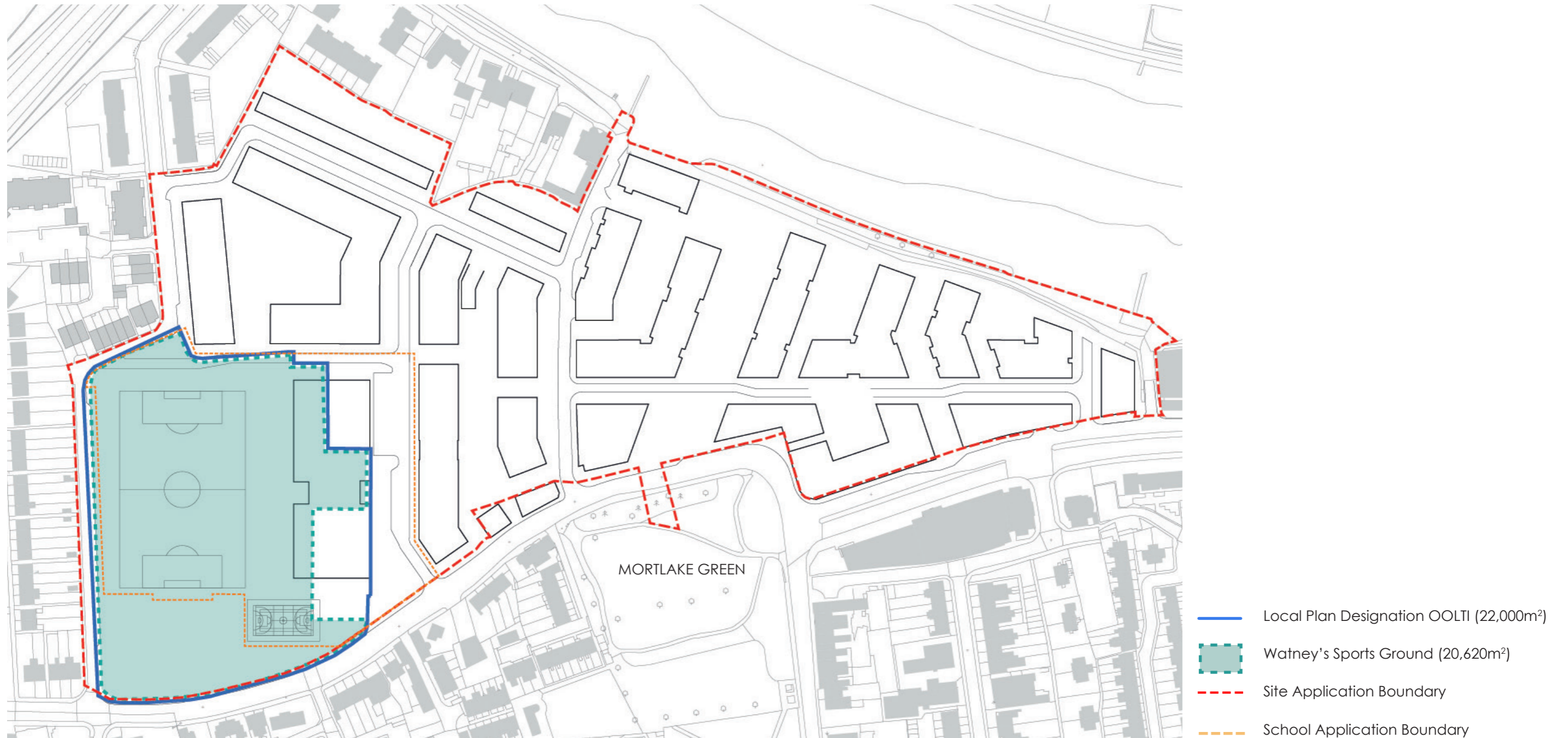
Total Publically Accessible Amenity Open Space: 39,424m²

All Amenity Open Space typologies on this diagram include both paved and green areas.



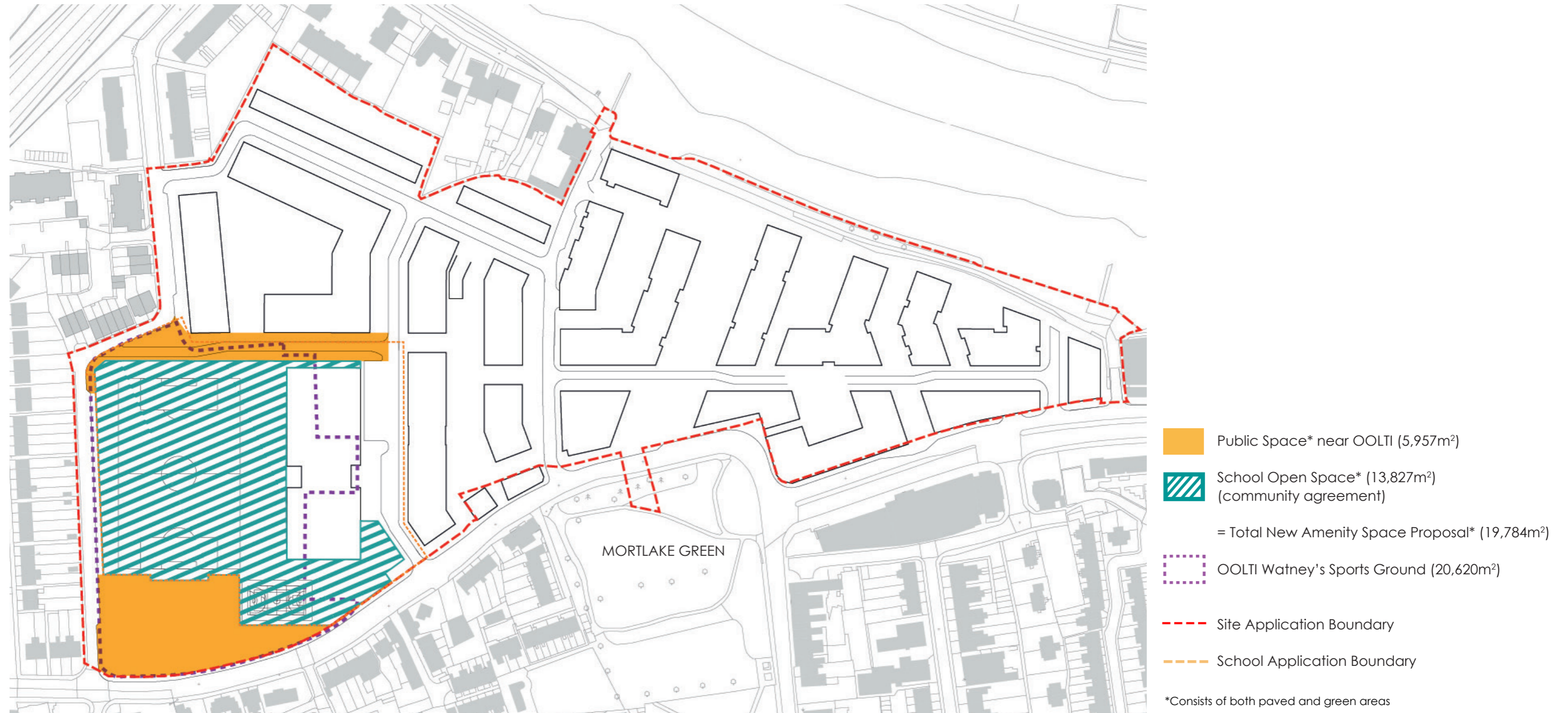
LANDSCAPE CONCEPT

OOLTI - Watney's Sports Ground: 20,620m²



LANDSCAPE CONCEPT

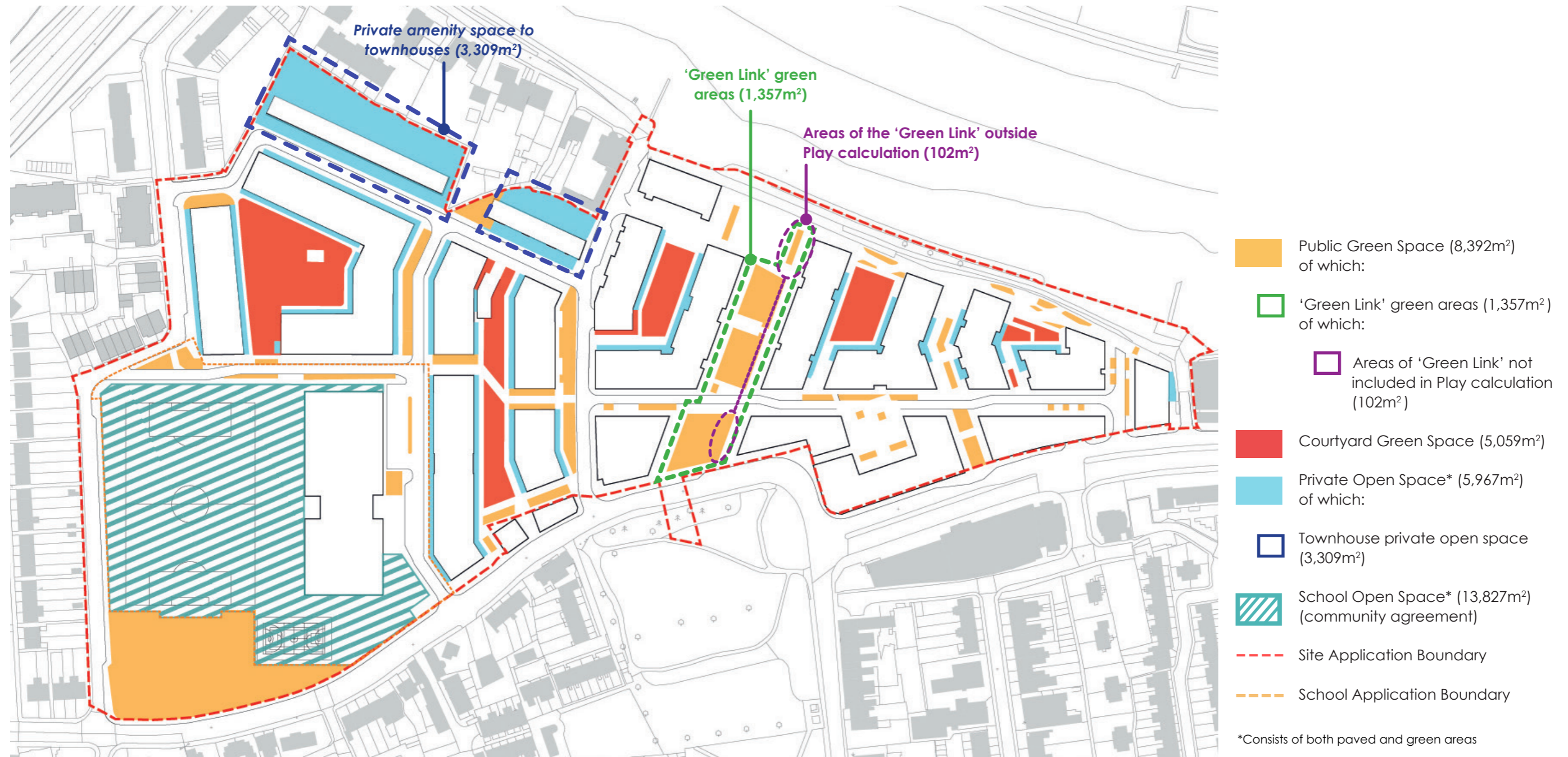
Watney's Sports Ground (Existing) and on-site New Public Accessible Amenity Open Space Proposal Comparison



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OOLTI - Total New OOLTI calculation: 33,245sqm

(OOLTI - includes public green space, courtyard green space, private open space and school open space)



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Space Calculations - MARCH 2022

Green Space Calculations

Total Green Space = 30,337m²

Public Green Space = 8,392m²

Courtyard Green Space = 5,059m²

School Open Space = 13,827m²

Private Green Space = 3,059m²

Amenity Open Space Calculations*

Total Open Space = 45,391m²

Public Open Space = 17,904m²

Courtyard Open Space = 7,693m²

School Open Space = 13,827m²

Private Open Space = 5,967m²

Total Open Space Including Towpath = 48,365m²

Towpath = 2,974m²

*All amenity open space typologies include both paved and green areas.

Watney's Sports Ground Calculations

Watney's Sports Ground = 20,620m²

Local Plan Designation OOLTI Calculations

Local Plan Designation OOLTI = 22,000m²

Total New OOLTI Calculation

New OOLTI = 33,307m²

LANDSCAPE CONCEPT

Space Calculations - SUMMARY

[\(Signifies change from the previous version\)](#)

Green Space Calculations

Existing condition	JANUARY 2018 Submission	JULY 2020 Submission	CORRECTION TO JULY 2020 Submission	MARCH 2022
Total Green Space = 20,672 m²	Total Green Space = 30,581 m²	<u>Total Green Space = 28,757m²</u>	Total Green Space = 28,757m²	<u>Total Green Space = 30,337 m²</u>
Public Green Space = 0	Public Green Space = 8,499 m ²	<u>Public Green Space = 9,314m²</u>	Public Green Space = 9,314m ²	<u>Public Green Space = 8,392m²</u> ⁽³⁾
Courtyard Green Space = 0	Courtyard Green Space = 4,948 m ²	<u>Courtyard Green Space = 4,979m²</u>	Courtyard Green Space = 4,979m ²	<u>Courtyard Green Space = 5,059m²</u> ⁽⁴⁾
School Open Green Space = 0	School Open Green Space = 14,144 m ²	<u>School Open Space = 13,827m²</u>	School Open Space = 13,827m ²	School Open Space = 13,827m ²
Private Green Space = 20,672 m ² ⁽²⁾	Private Green Space = 2,990 m ²	<u>Private Green Space = 637m²</u>	Private Green Space = 637m ²	<u>Private Green Space = 3,059m²</u> ⁽⁵⁾

Amenity Open Space Calculations ⁽⁸⁾

Existing condition	JANUARY 2018 Submission	JULY 2020 Submission	CORRECTION TO JULY 2020 Submission	MARCH 2022
Total Open Space = 20,672m²	Total Open Space = 44,855m²	<u>Total Open Space = 47,687m²</u>	Total Open Space = 44,850m²	<u>Total Open Space = 45,391m²</u>
Public Open Space = 0	Public Open Space = 17,474m ²	<u>Public Open Space = 22,210m²</u>	<u>Public Open Space = 19,258m²</u> ⁽¹⁾	<u>Public Open Space = 17,904m²</u> ⁽⁶⁾
Courtyard Open Space = 0	Courtyard Open Space = 7,325m ²	<u>Courtyard Open Space = 7,650m²</u>	Courtyard Open Space = 7,650m ²	<u>Courtyard Open Space = 7,693m²</u> ⁽¹⁰⁾
School Open Space = 0	School Open Space = 14,144m ^m	<u>School Open Space = 13,827m²</u>	School Open Space = 13,827m ²	School Open Space = 13,827m ²
Private Open Space = 20,672 m ² ⁽²⁾	Private Open Space = 5,912m ²	<u>Private Open Space = 4,000m²</u>	Private Open Space = 4,000m ²	<u>Private Open Space = 5,967m²</u> ⁽⁷⁾
Total Open Space Including Towpath = 23,646 m²	Total Open Space Including Towpath = 47,537m²	<u>Total Open Space Including Towpath = 50,369m²</u>	Total Open Space Including Towpath = 47,824m²	<u>Total Open Space Including Towpath = 48,365m²</u>
Towpath = 2,974m ²	Towpath = 2,682m ²	Towpath = 2,682m ²	<u>Towpath = 2,974m²</u> ⁽²⁾	Towpath = 2,974m ²

(1) Change due to initially counting existing towpath in the public open space sum
 (2) Towpath measured as depicted in Gillespies sketchbook P10736-00-001-0704-18
 (3) Public green space behind Block 20 now counted under Private green space
 (4) Minor amendment to reflect open space diagram in Gillespies sketchbook P10736-00-001-0704-18

(5) Addition of private green space around blocks 20 and 21
 (6) Public open space behind Block 20 now counted under Private space
 (7) Addition of private open space around blocks 20 and 21
 (8) All amenity open space typologies include both paved and green areas

(9) Existing playing field owned by the applicant and leased at nil rent to Barnes Eagles FC. Free use for schools outside the football season is provided.
 (10) Minor design changes

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GILLESPIES

Appendix 16: SLC Briefing Paper (Including Draft Community Use Agreement)



BRIEFING PAPER – CONFIDENTIAL

PROJECT:	Reselton Properties Limited – Stag Brewery
SUBJECT:	Sport and Leisure Facilities within Proposed Development
DATE:	December 2021
VERSION:	7.0

1. Introduction

- 1.1 This Sport and Leisure Facilities Briefing Paper has been prepared by The Sport, Leisure and Culture Consultancy on behalf of Reselton Properties Limited (“the Applicant”) in support of two linked planning applications (“the Applications”) for the comprehensive redevelopment of the former Stag Brewery Site in Mortlake (“the Site”) within the London Borough of Richmond Upon Thames (LBRuT).
- 1.2 The former Stag Brewery Site is bounded by Lower Richmond Road to the south, the river Thames and the Thames Bank to the north, Williams Lane to the east and Bulls Alley (off Mortlake High Street) to the west. The Site is bisected by Ship Lane. The Site currently comprises a mixture of large scale industrial brewing structures, large areas of hardstanding and playing fields.
- 1.3 The redevelopment will provide homes (including affordable homes), complementary commercial uses, community facilities, a new secondary school alongside new open and green spaces throughout.
- 1.4 The two planning applications are as follows:
- Application A – hybrid planning application for comprehensive mixed use redevelopment of the former Stag Brewery site consisting of:
 - i. Land to the east of Ship Lane applied for in detail; and
 - ii. Land to the west of Ship Lane (excluding the school) applied for in outline detail.
 - Application B – detailed planning application for the erection of a three-storey building to provide a new secondary school with sixth form; sports pitch with floodlighting, external MUGA and play space; and associated external works including landscaping, car and cycle parking, new access routes and all other associated works (on land to the west of Ship Lane).
- 1.5 Full details and scope of both planning applications are described in the submitted Town Planning Statement, prepared by Gerald Eve LLP.
- 1.6 This report addresses the loss of 2 youth 11v11 football pitches / 1 cricket pitch on the existing Site, and the need for and impact of the community sport and leisure provision included as part of the Application B.

2. Sport and Leisure Provision – Application B

- 2.1 The Application positions the school building in the eastern side of the existing playing field land.
- 2.2 A floodlit 3G football pitch (64m x 100m) with a total area (including run off) of 7,420m² is included west of the school building on the portion of the site bordering with Williams Lane.
- 2.3 The school building includes a 4-court sports hall designed to meet Sport England specifications (34.5m x 20m x 7.5m) and an activity hall / studio (10m x 15m).

- 2.4 A multi-use games area (26.5m x 36.3m) is included to the south of the school.
- 2.5 The school building also includes the following changing room provision:
- Male changing room – 68m²
 - Female changing room – 69m²
 - Staff changing room – 13m².
- 2.6 The southern portion of the existing playing field land south of the 3G football pitch is comprised of a Community Park bordering with Lower Richmond Road.

Figure 1: Site plan for relevant portion of site

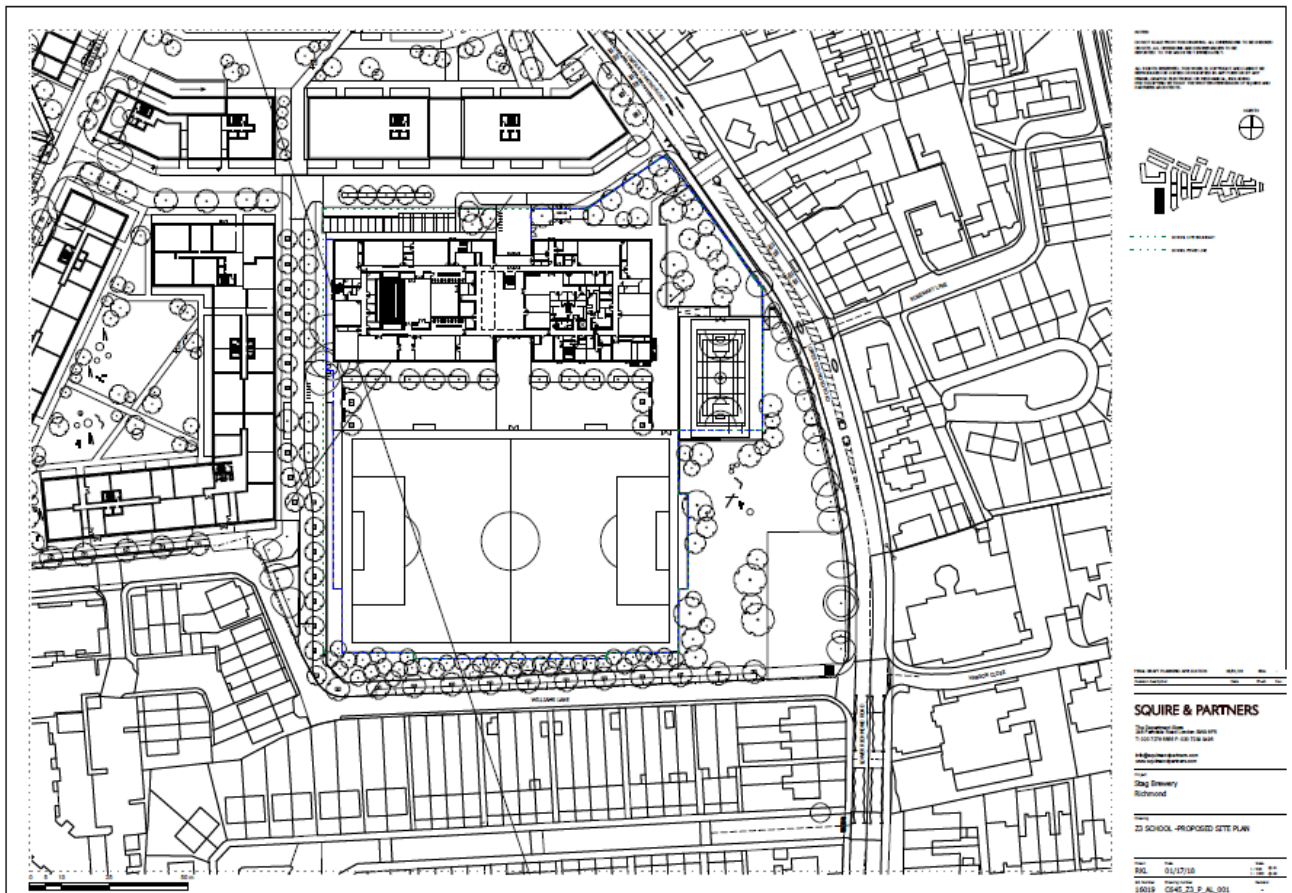


Figure 2: Proposed School Ground Floor Plan



Figure 3: Proposed School First Floor Plan



3. Meeting the Requirements of Sport England Policy Exception E5

- 3.1 In respect of the loss of playing field land, the loss of existing sports facilities and pitches can be considered acceptable from a policy perspective if the conditions of at least one of Sport England’s policy exceptions can be met.
- 3.2 LBRuT completed a Playing Pitch Strategy (PPS) and Assessment Report in 2015 which was updated in 2018.
- 3.3 The 2018 Playing Pitch Strategy update for LBRuT found there to be a shortfall of youth 11v11 pitches in the borough of 1.5 match equivalent session in 2018, increasing to 13.5 match equivalent sessions in 2033. In the Richmond Analysis Area into which the Site falls, there is current spare capacity amount to 1 match equivalent session currently, but there will be a shortfall of 5.5 match equivalent sessions by 2033.
- 3.4 There is currently spare capacity in the borough as a whole in Adult football pitches amounting to 2 match equivalent sessions but this will become a shortfall of 2.5 session by 2033. There is currently spare capacity on youth 9v9 pitches (4 match equivalent sessions),



mini 7v7 pitches (7 sessions) and 5v5 pitches (5 sessions). This spare capacity will be reduced by 2033 but capacity across these three pitch types is still projected to accommodate demand.

- 3.5 Within the Richmond Analysis Area there is a current shortfall of 4.5 match equivalent sessions for adult pitches and spare capacity for all other football pitch types with the exception of youth 9v9 pitches which are in balance. However, by 2033, there is a shortfall for all pitch types apart from mini 7v7 pitches in the Richmond Analysis Area.
- 3.6 The playing fields are not currently used as a cricket pitch, but there is a suggestion that they may have historically been used for cricket in the summer months. LBRuT's Playing Pitch Strategy did not include the Site in its consideration of the existing cricket supply. The Strategy however, found that the current number of cricket squares in the borough can accommodate demand, and that there is spare capacity of 25 match equivalent sessions in the Richmond Analysis area into which the Site falls.
- 3.7 The Playing Pitch Strategy update makes reference to the proposed development of the Site which would result in the loss of existing grass pitch provision and determines that the existing provision is required to meet both current and future demand. As such, replacement provision to an equal or better quantity and quality would be necessary, given the overall shortfalls evident, to mitigate their loss.
- 3.8 The loss of the pitches cannot be justified on the basis that the pitches are surplus to requirements based on the current and future supply and demand balance for football pitches (Policy Exception E1).
- 3.9 Sport England's Policy Exception E5, however, would be applicable in the context of the revised proposal set out above if it can be demonstrated that the development of indoor and / or outdoor sports facilities as part of the proposal would be of sufficient sporting benefit to outweigh the detriment caused by the loss of the playing fields resulting from the development.
- 3.10 In order to understand and demonstrate if this is the case, it is necessary to establish:
 - What is the current use and what benefits are derived from that use?
 - What is the proposed use?
 - What sport-related benefits would be derived from the proposed use and how does this compare with the current use?
 - What role will the proposed development have in addressing existing deficiencies?

Current Use

- 3.11 The playing field land at the Site currently includes two grass 11v11 youth football pitches with no floodlighting.
- 3.12 The football pitches are currently in use by Barnes Eagles FC for their U13 to U16 teams. The Club's primary site is Barn Elms Sports Centre, and it only uses the pitches at the Site for 4 matches per week and occasional training during the football season.
- 3.13 The pitches are also used by Thomson House School for sports and games once a week on Tuesdays during term time, and once a year by St Mary Magdalen Catholic Primary School for their annual sports day.
- 3.14 Although the playing field land is described in the Adopted Planning Brief (2011) as consisting of 2 football pitches and 1 cricket pitch, the land has not been used as a cricket pitch for many years.



3.15 The total estimated current use of the playing field land in terms of annual participants is summarised in Table 1.

Table 1: Estimated Current Use of Playing Field Land - Annual participants

Use	Estimated Total Participants Per Annum	Assumptions
Thomson School	1,950	Once a week – c. 50 pupils per session
Barnes Eagles FC – Matches	4,200	2 matches per week per pitch during 35-week football season – c. 30 participants (11v11 plus substitutes)
Barnes Eagles FC – Training	1,050	Occasional training during 35-week football season (2 sessions per week – 15 participants per session)
St Mary Magdalen School	250	Annual sports day – whole school
Total	7,450	

3.16 Given the limited carrying capacity of grass playing pitches, there is little or no scope to increase the number of participants within the current configuration. Significant additional use would have a detrimental impact on the quality and playability of the pitches.

3.17 It is conceivable that if the condition of the pitches is ‘good’ rather than ‘standard’ they would each have a carrying capacity of 3 matches per week which would increase the total annual participants by c. 2,100 to c. 9,550, but this would be the maximum threshold of users that can currently be achieved.

Proposed Use

3.18 The Application includes the following in terms of sports facilities:

- 3G youth football pitch (64m x 100m) with floodlights (120lux or 200lux)
- 4 court sports hall meeting Sport England specifications (34.5m x 20m x 7.5m)
- Activity hall / studio (150m²)
- Multi-use games area (26.5m x 36.3m)
- Changing provision including male, female and staff change.

3.19 Table 2 shows an estimate of the potential capacity of the sports facilities included in the proposal in terms of participants per annum using the following assumptions:

- 3G pitch benefits from floodlighting
- Facilities are available for community use from 5pm to 9pm on weekdays during term time (39 weeks per annum).
- Facilities would primarily be used for after-school activities between 4pm and 5pm on weekdays during term time. Community use between the hours of 4pm and 5pm on weekdays during term time will be at the discretion of the school
- Facilities are available for community use from 9am to 9pm on weekdays outside of term time (11 weeks per annum)
- Facilities are available for community use from 9am to 9pm on Saturdays



- Facilities are available for community use from 9am to 8pm on Sundays and Public / Bank Holidays
- MUGA does not benefit from floodlighting
- MUGA is available for community use during daylight hours from 5pm to 9pm on weekdays, from 9am to 9pm on Saturdays and from 9am to 8pm on Sundays and Public / Bank Holidays during term time (39 weeks per annum) – an average of c. 28 hours per week across the year
- MUGA is available for community use during daylight hours from 9am to 9pm Monday to Saturday and from 9am to 8pm on Sundays and Public / Bank Holidays outside of term time (11 weeks per annum) – an average of c. 67 hours per week across the year
- All community use sessions are hourly with the exception of the 3G pitch where 2-hour match equivalent sessions have been used, albeit it is common practice for 3G pitches to be hired on an hourly basis
- All students at the secondary school (1,200 pupil capacity) use at least one of the sports facilities on site at least once a week during term time.

3.20 Table 3 also shows the potential capacity of the facilities if the opening hours were extended to a 10pm closure on weekdays and weekends.

3.21 It should be noted that the availability of the facilities for community use outside of school hours would not preclude the secondary school from reserving the use of the facilities during these times for extra-curricular activities. Usage by the school between the hours of 4pm to 9pm or 10pm on weekdays during term time has not been distinguished from usage by the community in the estimated capacity calculations in Tables 2 and 3.

Table 2: Estimated capacity of Application B Sports Facilities - Users per annum. Earlier closing times

Facility	Estimated number of users per session	Term Time capacity	Non-Term Time capacity	Total
Opening Hours	Weekdays (Term Time): 4pm – 9pm Weekdays (Non-Term Time): 9am – 9pm Saturdays: 9am – 9pm Sundays and Public / Bank Holidays: 9am – 8pm			
3G Youth Football Pitch	22	20,592	10,043	30,635
4 Court Sports Hall	10	18,720	9,130	27,850
Activity Hall / Studio	20	37,440	18,260	55,700
MUGA	10	12,480	7,392	19,872
Total Use outside of School Hours	n/a	89,232	45,793	134,057
School Use	n/a	46,800	n/a	46,800
Total Use	n/a	136,032	45,793	180,857

Table 3: Estimated capacity of Application B Sports Facilities - Users per annum. Later closing times

Facility	Estimated number of users per session	Term Time capacity	Non-Term Time capacity	Total
Opening Hours	Weekdays (Term Time): 4pm – 10pm Weekdays (Non-Term Time): 9am – 10pm Weekends: 9am – 10pm			
3G Youth Football Pitch	22	24,024	11,011	35,035
4 Court Sports Hall	10	21,840	10,010	31,850
Activity Hall / Studio	20	43,680	20,020	63,700
MUGA	10	12,480	7,392	19,872
Total Use outside of School Hours	n/a	102,024	48,433	150,457
School Use	n/a	46,800	n/a	46,800
Total Use	n/a	148,824	48,433	197,257

- 3.22 Table 2 shows that the sports facilities included in the Application could accommodate up to **180,857** attendances per annum. The capacity may even be slightly higher as school use would most likely be more frequent than 1 use per student per week. If longer opening hours were to be put in place, this potential capacity would increase to **197,257** attendances per annum.
- 3.23 It should be noted that these calculations show capacity rather than projected use and include some school usage, including after-school sessions between the hours of 4pm and 5pm on weekdays during term time. The facilities would be unlikely to experience full occupancy levels, but in an area of high demand it would be reasonable to expect occupancy levels of c. 65% of community use hours for the MUGA, c. 75% of community use hours for the studio and sports hall and c. 80% of community use hours for the 3G pitch.
- 3.24 Table 4 and Table 5 show the capacity of the facilities if only community use is considered. The same assumptions as provided in 3.19 and 3.20 have been applied but only capacity during the community use hours shown has been considered. Table 4 is based on a 9pm closure on Monday – Saturday and 8pm on Sundays, whilst Table 5 shows the capacity if opening hours were extended until 10pm.



Table 4: Estimated Community Use capacity of Application B Sports Facilities - Users per annum. Earlier closing times

Facility	Estimated number of users per session	Term Time capacity	Non-Term Time capacity	Total
Community Use Hours	Weekdays (Term Time): 5pm – 9pm Weekdays (Non-Term Time): 9am – 9pm Saturdays: 9am – 9pm Sundays and Public / Bank Holidays: 9am – 8pm			
3G Youth Football Pitch	22	18,447	10,043	28,490
4 Court Sports Hall	10	16,770	9,130	25,900
Activity Hall / Studio	20	33,540	18,260	51,800
MUGA	10	10,920	7,392	18,312
Total Community Use	n/a	79,677	44,825	124,502

Table 5: Estimated capacity of Application B Sports Facilities - Users per annum. Later closing times

Facility	Estimated number of users per session	Term Time capacity	Non-Term Time capacity	Total
Community Use Hours	Weekdays (Term Time): 5pm – 10pm Weekdays (Non-Term Time): 9am – 10pm Weekends: 9am – 10pm			
3G Youth Football Pitch	22	19,734	11,011	30,745
4 Court Sports Hall	10	17,940	10,010	27,950
Activity Hall / Studio	20	35,880	20,020	55,900
MUGA	10	10,920	7,392	18,312
Total Community Use	n/a	84,474	48,433	132,907

3.25 Table 4 shows that the sports facilities included in the Application could accommodate significant community use of up to **124,502** attendances per annum. The capacity may even be slightly higher as additional community use could be accommodated between 4pm and 5pm on weekdays during term time at the school’s discretion. If longer opening hours were to be put in place, this potential capacity would increase to **132,907** attendances per annum, as shown in Table 5.



3.26 Two options for floodlighting of the 3G pitch have been tested and are acceptable. The applicant's preference is to proceed with 120lux at this stage. This level of lighting would still be suitable for evening use for training purposes and for matches at lower levels of competition. This should not materially affect overall potential capacity levels of the pitch in terms of users as the majority of evening use at a community facility would be for training purposes rather than competitive matches.

Sport-related benefits

3.27 There are number of sport-related benefits associated with the development of the sports facilities included in the Application.

3.28 The most significant sport-related benefit associated with the Application is the increased user-capacity of the new facilities compared with those currently in place. There is capacity for up to an additional **171,307** users per annum if the 3G pitch has the benefit of floodlighting to facilitate evening use – an increase of **1,794%**. This would increase to up to an additional **187,707** users per annum (**1,966%**) with longer opening hours.

3.29 This includes an additional community-use capacity of up to 124,502 users per annum or 132,907 users with longer opening hours.

3.30 The proposal also has the benefit of providing facilities for a significantly increased range of sports, including:

- 3G football pitch
 - Football – 11v11, 7v7, 5v5 and training
 - Rugby training
- 4 court sports hall
 - Badminton
 - Gymnastics
 - Futsal
 - Fencing
 - Table tennis
 - Indoor football (5v5)
 - Volleyball
 - Handball
 - Indoor Basketball
 - Indoor Netball
 - Indoor cricket nets
- Activity Hall / Studio
 - Dance
 - Yoga / Pilates
 - Aerobic / Fitness / Exercise classes
- MUGA
 - Outdoor Basketball



- Outdoor Netball
 - Tennis.
- 3.31 The proposed range of indoor facilities and hard-wearing outdoor facilities would be available for year-round use, and their use is not weather dependant as is the case with natural grass pitches.
- 3.32 The 3G football pitch can still be used for both training and matches but has a far greater carrying capacity than the grass pitches and can be used even in poor weather, significantly decreasing the risk of fixture cancellations. The inclusion of floodlights would also substantially increase the hours of use of the football facilities.
- 3.33 The users of the facilities will also benefit from significantly improved changing provision as part of the new school facilities compared with the poor quality changing provision that is currently within the pavilion for the existing playing fields.

Addressing Deficiencies

- 3.34 A number of new facilities are included as part of the Applicant's proposal, the development of which will help to address existing deficiencies in sports provision.
- 3.35 In relation to 3G AGPs there is a currently shortfall of five full size 3G pitches in LBRuT. The 2018 Playing Pitch Strategy update found that there is a recommended need for at least 8 full size 3G pitches, whereas currently there are currently only 3 across the borough. Specifically, in the Richmond Analysis Area there is a need for four 3G pitches where currently there are none.
- 3.36 A specific recommendation of the playing pitch strategy is to "identify feasible sites to further increase provision of full size 3G pitches to meet football training and competitive demand, particularly in areas with identified shortfalls".
- 3.37 The Football Association and Football Foundation's Local Football Facility Plan for the borough (2019) which aims to identify priority projects for potential investment in the borough, identified a larger shortfall of seven full size 3G pitches based on a revised FA training ratio model and because demand has since increased.
- 3.38 **The development of a 64m x 100m floodlit 3G pitch available for community use on the current playing field site would make a significant contribution towards addressing this deficiency in 3G pitch provision, reducing the shortfall in LBRuT to 4 pitches, and in the Richmond Analysis Area specifically to 3 pitches (based on the Playing Pitch Strategy position).**
- 3.39 The need for a sand-dressed AGP surface suitable for hockey was also considered for the sake of completeness. LBRuT's 2018 Playing Pitch Strategy update found that there are 4 AGP's suitable for hockey within LBRuT and 5 smaller AGPs. There are 4 hockey clubs within LBRuT and some club demand is currently being displaced outside of the borough. There is an identified undersupply of hockey provision in LBRuT, partly as a result of football activity on the existing AGPs limiting available for hockey purposes. This suggests that additional 3G pitch provision to accommodate football demand could also help to alleviate pressures on hockey AGP provision.
- 3.40 An Indoor Sports Facility Needs Assessment was produced for LBRuT in 2015 which included an assessment of sports hall provision in the borough. This was informed by a Sport England Facilities Planning Model run (2014) which concluded that the level of satisfied demand for sports halls in LBRuT is 90%, meaning that one in ten of the Borough's residents who wish to



access a sports hall are unable to do so. This is primarily due to insufficient capacity both inside and outside the borough.

- 3.41 The Assessment has also found that LBRuT's wide network of voluntary sports clubs and their strong working relationship with the Council's Sport and Fitness service has developed a strong club base and productive sports development activity which is resulting in strong demand for court space on a regular basis, potentially to the exclusion of pay and play or more casual users.
- 3.42 Overall, the Assessment concludes that additional court space would be in demand and that the areas most in need of additional provision are in the north and east of the borough, where new facilities currently being proposed elsewhere in the borough will have minimal impact.
- 3.43 **The development of an additional 4 court sports hall built to meet Sport England Specifications on this site would make a significant contribution towards addressing the deficiency in sports hall provision in the north and east of the borough.**
- 3.44 **The provision of an additional activity hall will also add to the flexibility of the sports facilities overall allowing the 4 court hall to accommodate team sports activities, whilst the activity hall can accommodate users with lesser space requirements.**
- 3.45 Multi-use games areas (MUGAs) were not included for consideration in either the Playing Pitch Strategy update in 2018 or Indoor Sports Facility Needs Assessment produced for LBRuT in 2015. They were, however, included in the Borough's Sport, Open Space and Recreation Needs Assessment updated in March 2008.
- 3.46 This Needs Assessment found that most facilities were located in the West of the Borough and there is some evidence of unmet demand in the Ham and Petersham, East Twickenham / Richmond / Kew and Barnes areas.
- 3.47 The Assessment also found there were high levels of use of floodlit netball facilities with clear evidence of unmet demand which would most likely continue to rise due to an increasing younger population and the Council's promotion of youth sports participation. Lack of floodlighting and of suitable ancillary facilities were also raised as key issues.
- 3.48 Although this assessment has not been updated as part of the 2015 and 2018 sports facility assessments, it would be fair to assume that, unless significant additional provision has been developed in the last 10 years, the borough is deficient in MUGA provision, particularly floodlit provision with access to ancillary facilities.
- 3.49 **The development of additional MUGA provision on this site would help to address this ongoing deficiency in MUGA, and specifically netball, provision in the borough. The MUGA would also be serviced by ancillary facilities through the school.**
- 3.50 Consultation has been undertaken with a number of National Governing Bodies (NGBs) for a range of indoor sports. The following NGBs confirmed that they would support the development of additional sports hall space in this area of the borough given the lack of local provision and difficulties experienced by local clubs in securing access to sports hall facilities, particularly at peak times:
- Badminton England
 - British Fencing
 - British Gymnastics
 - England Handball



- England Netball
- London Volleyball Association.

- 3.51 Letters / emails from the above organisations confirming their support have been provided in Appendix A.
- 3.52 The development proposals include a total of 667 additional residential units. Based on LBRuT’s average number of persons per household (2.34) this equates to approximately 1,560 additional residents. Using Sport England’s Sports Facilities Calculator, this can be used to estimate the demand for additional sports facilities which will be generated by this increase.
- 3.53 This will create demand for an additional 0.44 badminton courts and 0.05 artificial grass pitches.

Summary

- 3.54 Table 6 provides a summary of the key features of the Application with specific reference to the requirements of Sport England’s Policy Exception E5 – *“The proposed development is for an indoor / outdoor sports facility of sufficient benefit to outweigh the detriment caused by the loss of the playing field.”*

Table 6: Summary of Key Features of Application with regard to SE Policy Exception E5

	Key Features
Proposed vs Current Use	Capacity to accommodate total of c. 181k uses per annum – including c.125k community use visits Increase of c. 171k uses (1,794%) compared with current use Could increase to 197k visits per annum (increase of 187k – 1,966%) with extended opening hours. This would include c. 133k community use visits
Sports -Related Benefits	Increased capacity in terms of users per annum Significantly increased range of sports accommodated Indoor and hard-wearing facilities available for year-round and poor weather use 3G pitch accommodates training and matches and has significantly increased carrying capacity. Full size pitch provision means matches can be played and current users can be accommodated Improved changing and ancillary provision
Addressing Deficiencies	3G pitch deficiency – 1 full size pitch Sports hall deficiency – 4 court sports hall and activity hall MUGA deficiency – 1 basketball court size
Other Benefits	Community park provision Better urban design – enclosing open space.



4. Proposed Community Use

- 4.1 The sport and leisure provision included as part of the Secondary School development in Application B is all proposed for use by the school, and the wider community outside of the school's core hours of use.
- 4.2 Community use of the sports hall, activity hall, MUGA and 3G pitch would be secured through a Community Use Agreement between the School and the Council as well as other relevant parties as applicable (e.g. Landowner, Local Education Partnership, Barnes Eagles FC etc.).
- 4.3 This would secure management, access and pricing arrangements for use of the facilities by the community. A draft version of this community use agreement, to be further developed, finalised and agreed between the relevant parties has been included Appendix B of this document.
- 4.4 The draft community use agreement includes provision for arrangements to be made between a Management Committee and Partner Club. This would allow a Partner Club to secure preferential access to the facilities at a discounted rate.
- 4.5 A number of clubs have expressed an interest in using this facility to supplement their existing arrangements, particularly for training purposes. The Applicant has made sustained efforts throughout the process to engage Barnes Eagles FC as the incumbent club, and preferential access to the facilities has been offered. The Applicant awaits the commitment of Barnes Eagles to this arrangement and is willing to engage further with them as required.

5. Accommodating Existing Use

- 5.1 The primary use of the existing playing fields is for football matches and occasional weekday evening training for the U13-U16 teams of Barnes Eagles FC.
- 5.2 Given the existing shortfall of grass football pitches locally, there are limited alternative locations for this existing use.
- 5.3 The Application allows for the possibility of some or all of this current activity continuing on the redeveloped site, as the 64m x 100m floodlit 3G pitch would have the capacity to accommodate the c. 4 matches per week that currently take place on the site as well as occasional training.
- 5.4 Preferential access to the 3G pitch at a community rate comparable with similar local provision can be secured for Barnes Eagles FC through a Community Use Agreement with the School as set out above.
- 5.5 Other grass pitch provision in the area has also been explored at a high level using available information from the 2018 Playing Pitch Strategy update. Grass pitch provision in the area which could provide an alternative or additional venue for Barnes Eagles is summarised below based on the information available to the Applicant.
- 5.6 **Barn Elms Playing Fields** is the primary site currently in use by Barnes Eagles FC. The Playing Pitch Strategy update (2018) found that their adult football pitches are currently overplayed but that there is significant spare capacity on their mini pitches. It is possible that there are opportunities to remark some of this provision to accommodate demand for other football pitch types.
- 5.7 **Christs School** has a standard quality adult pitch which is available to the community but unused. This venue is c. 1.4 miles from the Site and could provide an alternative venue for at least some of the 4 match equivalent sessions currently used at the Stag Brewery site by Barnes Eagles FC. *This is a potential alternative site for Barnes Eagles FC.*



- 5.8 **Old Deer Park** has 2 adult football pitches with spare capacity identified by the Playing Pitch Strategy. The site is c.1.2 miles from the current site and could provide an alternative venue for Barnes Eagles FC. The Strategy identifies the need to improve the changing provision. *This is a potential alternative site for Barnes Eagles FC given its relative proximity and that there is spare capacity identified.*
- 5.9 **Palewell Common** currently has 3 x adult, 1 x 9v9 and 4 x 7v7 good quality football pitches with identified spare capacity. This site is c. 1.4 miles from the current site and could provide an alternative venue for Barnes Eagles FC, albeit this would be subject to the agreement of the incumbent club (Sheen Lions FC) or facility operator and agreement on fixture scheduling etc. *This is a possible alternative site for Barnes Eagles FC given its relative proximity and that there is spare capacity identified, albeit the presence of an incumbent club may raise practical difficulties.*
- 5.10 **Sheen Common** currently has a standard adult pitch with actual spare capacity. This site is c. 1.3 miles from the current site and could provide an alternative venue for at least some of the 4 match equivalent sessions currently used at the Stag Brewery site by Barnes Eagles FC. The Playing Pitch Strategy identifies that it is currently of standard quality which would allow capacity to be increased through quality improvements. *This is a potential alternative site for Barnes Eagles FC.*
- 5.11 The **University of Westminster Sports Ground and Kings House Sports Ground** are located across the river from the current site in the London Borough of Hounslow. Both sites include football pitches available for hire as part of their facility mix. The current level of availability at these facilities is unknown as they were not considered as part of the LBRuT Playing Pitch Strategy, and LB Hounslow does not appear to have an up to date playing pitch strategy. *These are potential alternative sites for Barnes Eagles FC, although their current capacity levels are unknown.*

6. Summary

- 6.1 There is a shortfall of grass football pitch provision locally, and the loss of the existing playing fields cannot be justified on the basis that they are surplus to requirements. However, the proposal provides substantial sporting benefits which should provide sufficient benefit from a sporting perspective to outweigh the detriment caused by the loss of the existing playing fields.
- 6.2 This has been demonstrated through the following:
- a comparison between the current and proposed uses which has shown the potential for significantly increased users per annum
 - a review of the sports-related benefits the proposal which include more usage, more sports, more year-round use and more flexible facilities
 - a review of the deficiencies being addressed by the proposal including 3G pitches, Sports Halls and MUGAs
 - other benefits including community park provision.
- 6.3 The Application proposes that the sport and leisure provision is made available for community use outside of the school's core hours of use and that this use, and potential arrangements with a Partner Club, are secured through a Community Use Agreement. The Applicant has sought to engage with Barnes Eagles FC as the incumbent club and has made an offer of preferential access. The Applicant awaits the club's commitment on this matter.



- 6.4 Alternative venues for the current users of the playing fields on the site, Barnes Eagles FC, have also been explored at a high level. A review of the site-specific recommendations of the LBRuT Playing Pitch Strategy has shown that there are sites locally that have football pitches with spare capacity.
- 6.5 In SLC's view, the proposal is of significantly greater sporting benefit to the community than the existing provision and should meet the requirements of Sport England's Policy Exception E5 on this basis.

The Sport, Leisure and Culture Consultancy

December 2021



Appendix A – Correspondence with NGBs for Indoor Sports

Badminton England

The Sport, Leisure and Culture Consultancy (SLC)
2nd Floor
3 Boltro Road
Haywards Heath
West Sussex
RH16 1BY



RE: NGB Consultation: Sports Facility Developments at Stag Brewery, Mortlake

Dear Laura

As discussed I am writing in relation to the above proposed sports facility development. This is a facility that we would like to support and engage with in terms of badminton development.

Our own current mapping shows that there is the following within one mile of the proposed development:

AFFILIATED CLUBS

- Feathers Badminton Club

OTHER FACILITIES

- Chiswick School – 3 courts, hosts Feathers Badminton Club
- Shene Sports & Fitness Centre, 4 courts – unaware of badminton provision at this facility
- Bank of England Sports Centre, 6 courts – unaware of badminton provision at this facility

I would therefore suggest that there is still scope for an improved provision by engaging with the development particularly around junior provision in the area – a key part of our Discover Badminton strategy. As a result of this strategy we are seeing increased demand through the schools engagement work especially around Primary age children with our new Racket Pack programme. Hence there is a potential increase in demand on community facilities.

It is therefore an area that has potential for increased growth and we would be hopeful the new proposed facility could help cater for this.

Kind regards

Lee Ward
Senior Relationship Manager, South
leeward@badmintonengland.co.uk

BADMINTON ENGLAND
National Badminton Centre
Milton Keynes MK5 7LA

Tel: 01908 388400 Fax: 01908 388412
enquiries@badmintonengland.co.uk
www.badmintonengland.co.uk

BADMINTON ENGLAND is the investment
for the badminton success of England's 11
regions. It helps the BDF's
a Company Limited by guarantee





British Fencing

From: Josef Thomas [<mailto:josef.thomas@britishfencing.com>]

Sent: 16 October 2017 14:20

To: Laura Froshaug <laura@slc.uk.com>

Subject: Re: NGB Consultation: Sports Facility Developments at Rowley Lane, Barnet and Stag Brewery, Mortlake

Hi Laura,

Thanks for sending this through.

British Fencing would be happy to support any additional sports facilities that would be a suitable size for fencing pistes.

As mentioned on our call, unfortunately we do not have the resource for local level insight as we all have national roles so could not comment on the impact it would have in terms of participation.

The development is also just up the road from our Elite Training Centre which offers a wide range of fencing opportunities within the community and beyond.

Many thanks,

Josef

Josef Thomas | Development Officer - Clubs and Regions (England)

British Fencing, 1 Baron's Gate, 33-35 Rothschild Road, London W4 5HT

M: +44 (0) 7736 451654 T: 020 8742 3032

www.britishfencing.com | Twitter: @[Explorefencing](https://twitter.com/Explorefencing)





British Gymnastics

Hi Anna,

Thanks for the recent phone call about these projects. I can confirm that British Gymnastics still support the development of these projects as discussed and noted below.

Thanks,

Neil Moulster
Facilities Manager



Governing Body of the Year | BT Sport Industry Awards 2016 Winner

T. 0345 1297129
M. 07581064980
W. british-gymnastics.org

Ford Hall, Lilleshall National Sports Centre, Newport, Shropshire, TF10 9NB
Registered in England. Company Limited by Guarantee Registration No. 1630001 VAT No. 100166672

From: Anna Dalton [<mailto:anna@slc.uk.com>]
Sent: 07 August 2017 15:48
To: Neil Moulster <neil.moulster@british-gymnastics.org>
Subject: Facility Developments - Rowley Lane, Barnet and Stag Brewery, Mortlake

Hi Neil

Thank you for taking the time to discuss the Maccabi Rowley Lane Sports Ground (Barnet) and Stag Brewery (Mortlake) developments this afternoon.

Please find attached the letter of support that Carina Brown sent us in relation to the Rowley Lane development proposals in October 2016. The letter recognises the need for additional sports hall provision in the area and identified a number of local club who could benefit from a new facility in the area.

If you are able to review the attached, and confirm by return that the content of the letter is still applicable, and the continued support of British Gymnastics for the development that would be much appreciated.

In relation to the Stag Brewery development in Mortlake, I understand that the primary concern for British Gymnastics from a facility perspective in London is identifying potential sites for dedicated gymnastics venues, but that additional sports hall provision would increase capacity, particularly for entry level gymnastics in the area.



Gymnastics is facing capacity issues across the country, and a school sports halls with community use agreements will be able to help address this capacity issue through provision of entry level gymnastics, which has limited specific facility or equipment requirements.

British Gymnastics is aware that the Richmond Gymnastics Association is looking for a site for a dedicated facility at the moment, but that this development may have the potential to serve as a satellite facility for this and other local clubs.

Please let me know if you have any questions or further information you can share with us, or if we have misunderstood any of the above.

If you are able to confirm that this is a fair representation of your position, and the in principle support of British Gymnastics for the developments as facilities which will provide increase capacity to meet demand for gymnastics in their local areas, that would be much appreciated.

Kind regards

Anna

Anna Dalton

Senior Consultant



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www.slc.uk.com

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England Handball

Great to speak to you earlier today.

I can confirm that your email below notes our support of the development in its current form for recreational handball, but would be of greater value if there was space for a court 20m in width.

We look forward to hearing further developments when appropriate

Kind regards

Stacey



Stacey Andrews

National Partnerships Manager | Mobile 07794498122 | E-mail
Stacey.andrews@englandhandball.com

The Halliwell Jones Stadium, Winwick Road, Warrington WA2 7NE

Website www.Englandhandball.com | Twitter @englandhandball | Facebook
<https://www.facebook.com/englandhandball>

Get all your Handball equipment at the [EHA shop](#) and know the profits will be reinvested in the sport we love.

From: Anna Dalton [mailto:anna@slc.uk.com]

Sent: 22 August 2017 11:48

To: stacey.andrews@englandhandball.com

Subject: Stag Brewery Development - Mortlake, Richmond

Hi Stacey

Thank you for taking the time to discuss the proposed development of the Stag Brewery site in Mortlake, Richmond with me earlier.

As I understand it, there is a severe shortage of sports halls which can accommodate a court suitable for competitive handball in London. Although there are 15-20 competitive clubs in London, there are only 3 sports halls large enough to accommodate competitive matches, all of which are in East London.

The sports hall proposed as part of this development is not of a sufficient size to accommodate a handball court suitable for competitive matches at present, and as such would only be suitable for recreational handball and / or training.



As always in London, additional sport hall provision is welcome given the overall shortage of facilities, but from a handball perspective, this facility would be of significantly greater value if its width could be increased by c. 2m which would allow it to accommodate a competitive handball court of some description in an area where there is a severe lack of similar facilities.

If you are able to confirm by return that this is the case, and that England Handball would support additional sports hall provision in this area, although a facility with increased width would be of much greater value to you, that would be much appreciated.

Kind regards

Anna

Anna Dalton

Senior Consultant



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anna@slc.uk.com

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England Netball

Our Ref: Mortlake – Richmond



Sophie Johnson
1-12
Old Park Road
Hitchin
Herts
SG5 2JR

28th August 2017

Dear Anna

PROPOSED NETBALL FACILITY DEVELOPMENT In Richmond

I am writing in support of your application to develop indoor netball courts at the Stag Brewery site in Mortlake. I can confirm that we have been involved with development of the project and are keen to ensure that the new facilities meet the requirements for community level netball activity.

England Netball has an ambition to achieve 10:1:1.

- | | |
|----|---|
| 10 | Grow participation in the game by an average of 10,000 participants per annum. |
| 1 | Deliver a 1st class member and participant service. |
| 1 | Establish England Netball as the number 1 team in the world by winning the World Netball Championships. |

The new netball courts in Richmond will assist England Netball to achieve growth of netball in the local community. This we hope will ensure sustained use of the venue over the long term by local clubs, England Netball and potentially schools for the following netball programmes and activities:-

- Back to Netball
- Netball in the City
- Junior Clubs

England Netball fully supports the submission of this bid and is committed to ensuring that netball is developed at this new venue. Please let me know the outcome of the bid when it is known and contact me for further information if required.

Yours sincerely,

Sophie Johnson
Netball Development Community Coach

ENGLAND NETBALL
T: 07872407213
Email address Sophie.Johnson@englandnetball.co.uk
www.Englandnetball.co.uk



London Volleyball Association

Anna,

Yes this is a fair reflection of our discussion.

Charlie Orton
020 7402 6279
Chairman
London Volleyball Association
www.londonvolleyball.org.uk

On 22/08/2017 14:44, Anna Dalton wrote:

Charlie

Thank you for taking the time today to discuss the proposed development at the Stag Brewery site in Mortlake, Richmond.

As discussed, there is insufficient sports hall provision in the area in general. There are two major volleyball clubs operating in the area, Richmond Volleyball Club and IBB Polonia. The proposed sports hall is of insufficient size to meet their requirements - IBB Polonia, for example, currently uses an 8 court hall in Brentford Fountain Leisure Centre and attracts c. 150-400 people to matches. The sports hall, however, would be sufficient to accommodate training or junior level volleyball.

If you are able to confirm that this is a fair reflection of what was discussed with regard to this development proposal by return that would be much appreciated.

Regards

Anna

Anna Dalton

Senior Consultant



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Date:

[Amend as appropriate]

The [] School

London Borough of Richmond Upon Thames Local Authority

Barnes Eagles Football Club

Draft Agreement in relation to arrangements for
community use of sports facilities at [] School

In connection with Planning Permissions GLA
references: 4172 and 4172a

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DRAFT

DATE []

[Amend Parties as appropriate]

- (1) **THE [] SCHOOL** of [*insert address*] (“the **School**”)
- (2) London Borough of Richmond Upon Thames **LOCAL AUTHORITY** of Civic Centre, 44 York Street, Twickenham, TW1 3BZ (“the **Council**”)
- (3) Barnes Eagles Football Club of London Marathon Pavilion, Queen Elizabeth Walk, London SW13 9SA (“**Barnes Eagles**”)

1. Recitals

- 1.1 Planning Permissions were granted by the Council for the Development subject to conditions and planning obligations. The Planning Agreement [and Condition [*insert number*]] to the Planning Permissions requires that an agreement shall be entered into between the School and Council that sets out the rights of Barnes Eagles and the general public to use the Sports Facilities within the Development.
- 1.2 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 the Planning Agreement [Condition [*insert no.*]].
- 1.3 The School is the owner of the School Premises and is responsible for their use.
- 1.4 The Council has responsibility for the provision of sports facilities in the 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:

Barnes Eagles	means the football club for boys and girls of all ages in Barnes, South West London, which has secured rights of access to the Artificial
----------------------	---

	Grass Pitch and changing room facilities at the time and rates under its Preferential Access Arrangements
Casual Hire	means availability for any individual(s) or groups to book the Sports Facilities for use on a pay-as-you-play basis, where space is available
Community Use	means use of the Sports Facilities by the local community including organised sports clubs, organisations and for Casual Hire.
Development	means the development granted by the Planning Permissions incorporating an Artificial Grass Pitch, MUGA, Sports Hall, Activity Hall and community use facilities
Management Committee¹	means the management committee as defined in clause [6.1] of this Agreement
Parties	means the parties to this Agreement
Planning Agreement	means the section 106 Agreement dated [] between Reselton Properties Limited and The London Borough of Richmond upon Thames under the Planning Permissions
Planning Permissions	means together planning permissions (references 18/0547/FUL and GLA/4172, and 18/0548/FUL and GLA/4172a granted by the Greater London Authority on [] or any amendment thereof
Preferential Access Arrangements	means the Barnes Eagles' use of the Artificial Grass Pitch exclusively and changing room facilities for two nights a week [between 19.00 and 21.00] and between 09.00 to 15.30 on Sundays during the Football Association football season [August to May] fixed at

¹ Delete definition if no Management Committee.

£6,000 per annum subject to the increases in Schedule 2 paragraph 3.4 and Preferential Access shall be construed accordingly, but excluding the use of the MUGA, Sports Hall and Activity Hall.

Review Committee means representatives of each of the Parties to this Agreement or their nominees

School Core Times means 8am to 4pm Mondays to Fridays during term time as defined in Schedule 2 to this Agreement

School Premises means the land and buildings comprising the School and edged red for identification purposes only on plan []

Sports Facilities means the sports facilities identified in Schedule 1 to this Agreement forming part of the School Premises

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 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;
- To provide a football development hub for the community and strong school / club links.

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 support the achievement of making a contribution to local participation targets for sporting and physical activity. The School shall work with London Borough of Richmond Upon Thames and London Sport 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

- 6.1 The Management Committee will be responsible for marketing and promoting the Sports Facilities in accordance with the agreed aims and targets.
- 6.2 A marketing strategy will be prepared by the School and submitted in writing for approval by the Management Committee (not to be unreasonably delayed or withheld).
- 6.3 The Review Committee will implement and review the approved marketing strategy on an annual basis.

7. Management²

- 7.1 A Management Committee will be established within 3 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:-
- (a) The School³
 - (b) The Council or Sport Richmond⁴
 - (c) Barnes Eagles
- 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 day to day management and operation of the Sports Facilities in accordance with Schedule 2. 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 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 suit the target groups;
 - (c) equal opportunities of access;
 - (d) an easy and accessible booking arrangement for Community 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.
- 7.4 The School will be solely responsible for the Sports Facilities and shall:-

² Delete clauses 7.1-7.3 if a Management Committee is not required.

³ To be the most appropriate person(s), such as Governor, Head Teacher, Head of PE.

⁴ Lucy Thatcher to confirm

- (a) resource, control and routinely ensure the maintenance of the Sports Facilities in a manner that will allow achievement of the agreed aims;
- (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; and
- (e) cover the cost of gas, fuel, oil, electricity, water, rates and taxes that may be attributable to the use of the Sports Facilities and shall be entitled to deduct the reasonable costs from the hire charges and income received from Community Use.

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 Agree to contribute to an agreed contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facilities.

8.1.2 Maintain a reasonable stock of sports equipment for use in connection with the Sports Facilities.

8.1.3 Enhance the quality and amenity of the Sports Facilities.

9. Monitoring and Review

9.1 2 months 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 Agreement [and Condition [insert number]] of the Planning Permissions without the prior written approval of the Council following consultation with Sport England.

10. Disputes

The Review Committee and Management Committee shall use reasonable endeavours and act in good faith in the resolution of any disputes that may arise in connection with the carrying out of their duties pursuant to this Agreement.

11. Duration of Agreement

This Agreement shall operate for so long as the School Facilities are provided in accordance with the Planning Permissions. In the event the School should cease to operate the Parties agree to make every effort to secure the continued operation of the Sports Facilities for Community Use.

12. Authority

The Parties warrant that they have the full right and authority to enter into this Agreement.

13. No Variations

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

14. 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.

15. 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.

16. 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.

17. 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.

18. Governing Law and Jurisdiction

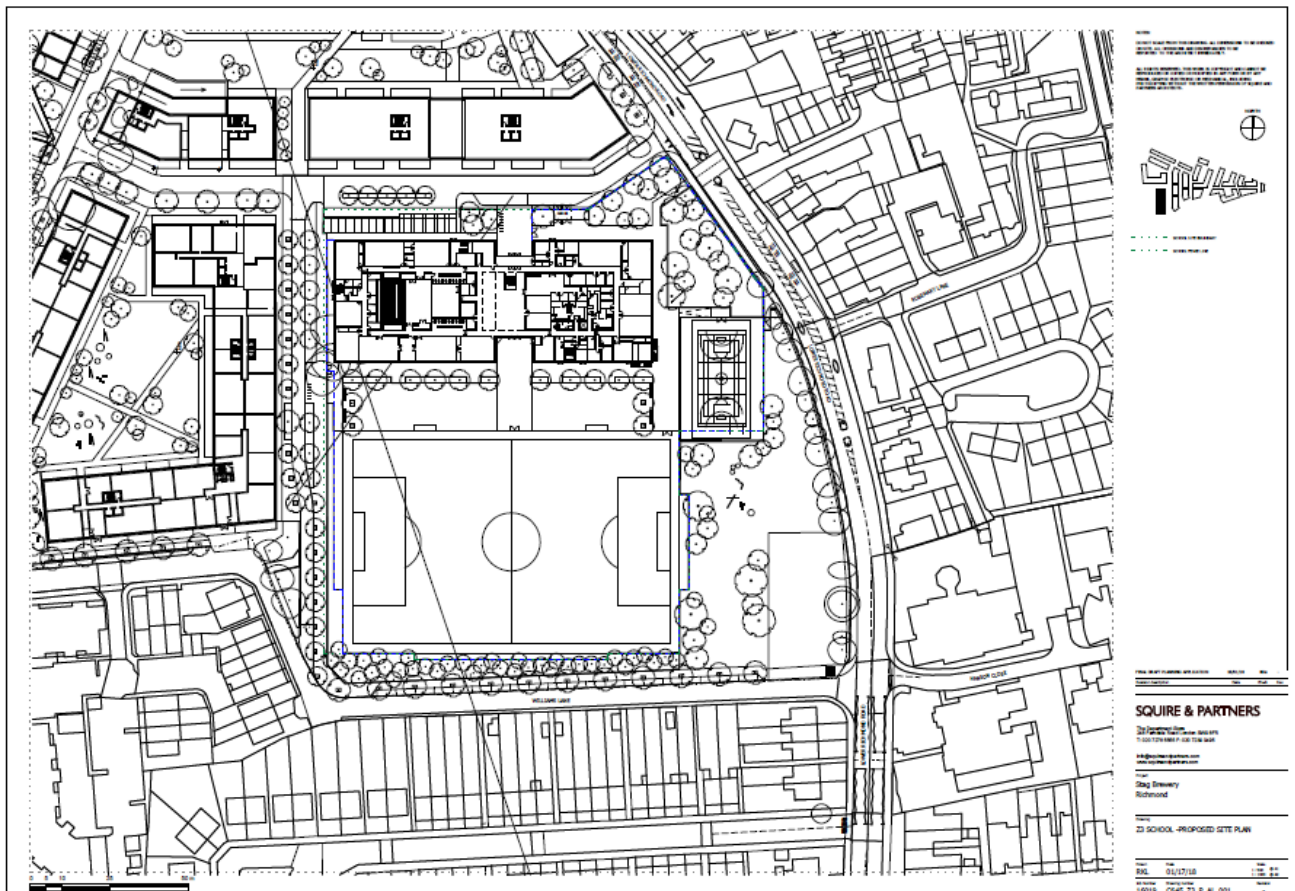
This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1

1. The outdoor sports areas and facilities to be made available for Community Use shall comprise the following as shown on the attached plan(s):-

Artificial Grass Pitch (64m x 100m)

MUGA (26.5m x 38.3m)



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 on the attached plan(s):-

Sports Hall (34.5m x 20m)

Activity Hall (10m x 15m)

Changing rooms



Schedule 2

Arrangements for Community Use

1. Users

- 1.1 The Sports Facilities shall be made available for Community Use.
- 1.2 The School shall allow Barnes Eagles' Preferential Access Arrangements to the Artificial Grass Pitch and changing room facilities in this Agreement.
- 1.3 Barnes Eagles will have Preferential Access to the Artificial Grass Pitch and changing room facilities. This will entitle them to secure their preferred sessions for hire prior to any other users before the commencement of each school year over a minimum term of 25 years from [insert date]. They will forego their right to Preferential Access Arrangements for the season in the event that confirmation of their bookings is not received for the forthcoming football season by 31 July each year. They will still be entitled to the prevailing rates charged by the Council for any bookings made that season.
- 1.4 Barnes Eagles' Preferential Access Arrangements may only be terminated with their written consent.
- 1.5 Barnes Eagles may use the MUGA, Sports Hall and Activity Hall by confirming bookings at the prevailing rates charged by the Council.
- 1.6 The School may enter into a similar arrangement with other local groups for the use of the Sports Facilities for Community Use similar to Barnes Eagles provided that the Preferential Access Arrangements are not affected. The Management Committee will review the status of any arrangements with other local groups (excluding Barnes Eagles' Preferential Access Arrangements) on an annual basis.
- 1.7 The Management Committee may enter into a similar arrangement to Barnes Eagles with more than one club for the use of the same facility type that does not affect Barnes Eagles' Preferential Access Arrangements.

2. Hours of Access for Community Use

TERM-TIME

Community Use Mon - Fri : 4pm - 9pm

Sat : 9am – 9pm

Sun* : 9am – 8pm.

SCHOOL HOLIDAYS

Community Use Mon - Fri : 9am – 9pm

Sat : 9am – 9pm

Sun* : 9am – 8pm.

*Including Public Holidays and Bank Holidays

3. Pricing

- 3.1 A policy of affordable and sustainable pricing shall apply to maximise Community Use and in accordance with the aims of this Agreement. Initial suggested pricing has been included below (excluding Barnes Eagles pricing).
- 3.2 Initial pricing (excluding Barnes Eagles pricing) will be subject to review and approval by the Management Committee and will be reviewed and set on an annual basis by the Management Committee thereafter.
- 3.3 The Management Committee will seek to maintain an affordable pricing policy which ensures the sustainability of the facilities.
- 3.4 Barnes Eagles' fees will be fixed at £6,000 per annum for the Preferential Access Arrangements and subject to a 1% increase per annum from years 2-10 of this agreement and 3% increase per annum from years 11-25. Additional hours will be subject to the Facility Hire charges below unless a discount rate is negotiated by separate agreement.
- 3.5 If the Artificial Grass Pitch and changing rooms are not available at any time during the Barnes Eagles Preferential Access Arrangements then the Management Committee will use all reasonable endeavours to provide an alternative facility. In the absence of a suitable alternative, the School shall refund part of the Barnes Eagles' fee referred to in paragraph 3.4 above proportionate to the length of time that the facilities are unavailable upon request.

Facility Hire per hour:

Artificial Grass Pitch

Whole pitch hire - £118.00

Third pitch hire - £60.00

Block booking (10 sessions or more) - £98.33
Weekend match hire (whole pitch – 2 hours) - £118

MUGA

Casual Hire - £20
Block booking (10 sessions or more) - £16.67

Sports hall

Casual Hire - £68
Block booking (10 sessions or more) - £56.67

Activity hall

Casual Hire - £43
Block booking (10 sessions or more) - £35.83

4. Booking arrangements

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

4.2 The agreed booking arrangements shall operate as determined by the Management Committee.

The School to inform Barnes Eagles when booking is available for the next season (depending on the booking arrangements agreed).

5. Parking Arrangements

5.1 The school has 15 car parking spaces which shall be available to park for Community Users on a first come first served basis with other users of the site.

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 arrange and hold six-monthly meetings for the purposes of community liaison.
- (c) To decide on policy issues e.g. pricing, the framework of sports programmes and staffing.
- (d) To ensure effective partnership working between the organisations involved in school community use.
- (e) To determine strategies for future developments at the School and timetables for their implementation.

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 financial year (April to March) 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 twice per annum and four times per annum in the first year of operation. Additional meetings will be held as considered necessary by a simple majority of members.
- (b) The School will resolve day to day issues.
- (c) The School will not make any decisions unilaterally affecting the use and availability of the Sports Facilities that impact on the Preferred Access Arrangements without consulting with Barnes Eagles.
- (d) Day to day operation will be the responsibility of the School.
- (e) 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 short briefing report, as set out in paragraph 9 of this agreement, will be issued to cover policy, financial and sports development matters.
- (c) Other specific reports requested by other committee members when possible.

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

Executed as a deed by affixing)
the common seal of)
THE LONDON BOROUGH OF)
RICHMOND UPON THAMES)
in the presence of:)

Authorised signatory

SIGNED by [Duly authorised officer])

For and on behalf of **BARNES EAGLES**)

FOOTBALL CLUB in the presence of:-)

SIGNED by [Duly authorised officer])

For and on behalf of **BARNES EAGLES**)

FOOTBALL CLUB in the presence of:-)