

Date: XX XX XX

**Dukes Education Group Limited and Radnor House School
Limited**

L.B. Richmond upon Thames

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DATE XX XX XX

- (1) **DUKES EDUCATION GROUP LIMITED AND RADNOR HOUSE SCHOOL LIMITED** of 5th Floor South, 14-16 Waterloo Place, London, SW1Y 4AR (“the **School**” and “the **Applicant**”)
- (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 and other 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. Further non sporting Community Access opportunities are also explored.
- 1.3 The School hold the freehold interest in Kneller Hall, Kneller Road, Twickenham, TW2 7DU (the “**Site**”).
- 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.

Chapel	means the existing chapel located within the main Kneller Hall building at first floor
Community Use	means pre-arranged and managed use of the Sports Facilities, both indoor and outdoor, by organised sports clubs, community groups, local schools and other organisations.
Development	<p>means “The demolition of existing modern buildings on the site and the conversion of Kneller Hall and other ancillary buildings associated with the royal military music school to a day school (Use Class F1), together with the construction of associated new purpose-built buildings including teaching space, indoor sports facilities and sporting pavilion, and other ancillary works including landscaping, access and energy centre.</p> <p>Internal and external alterations to Kneller Hall and the curtilage listed buildings to facilitate the day school use, including demolition and rebuilding of single storey extension to the west wing of Kneller, extension to the Band Practice Hall and re-opening of Whitton Dene site entrance.”</p>
Forest School	means the outside learning opportunities in the ecology corridor in the northern part of the site and the use of the associated shelter
Management Committee	means the management committee as defined in this Agreement at Section 7
Other Community Access	means the other community access opportunities identified at Schedule 3 to this Agreement, and which exclude the Community Use of the Sports Facilities
Outside Bandstand	means the existing outside bandstand on the Site
Parties	means the parties to this Agreement

Planning Permission	means planning permission (reference XXXXXXXXX granted by the Council on XXXXXXXX)
Review Committee	means representatives of each of the Parties to this Agreement or their nominees
School Premises	means the land and buildings at the Site
School Hall	means the school hall located in the former Band Practice Hall with retractable seating
Sports Facilities	means both the outdoor and indoor 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 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.

The School agrees to provide the Other Community Access opportunities in accordance with the provisions of Schedule 3 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 and Other Community Access opportunities 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. The Management Committee will also consider the Other Community Use opportunities, and the management of these.

7.2 Membership shall include representative(s) (or their nominee) from each of the following: -

- The School. This will be the Head teacher, the Head of Sports Department, the Community Use Liaison Officer and the Chair of the Schools Finance and Premises Cttee (or equivalent Cttee).

- The Council. This will be the London Borough of Richmond.
- A representative from the community for the first X months from XX 2023 – xxxxx 2024. This place will be taken by a representative from user groups of the Sports Facilities.

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:

- (a) contribute to a contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facilities.
- (b) repair or replace the stock of sports equipment such as basketball posts, tennis court nets, football 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. The restrictions on the use of the Sports Facilities will be on no more than 10 days for each facility, with the exception of the indoor Sports Hall. For the indoor Sports Hall, the restriction will be on no more than 60 days, as this space will be needed during exam periods (including for mock exams). The School Hall will also be required for exams and therefore this facilities would also not be able to be utilised by community groups during exam periods.

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

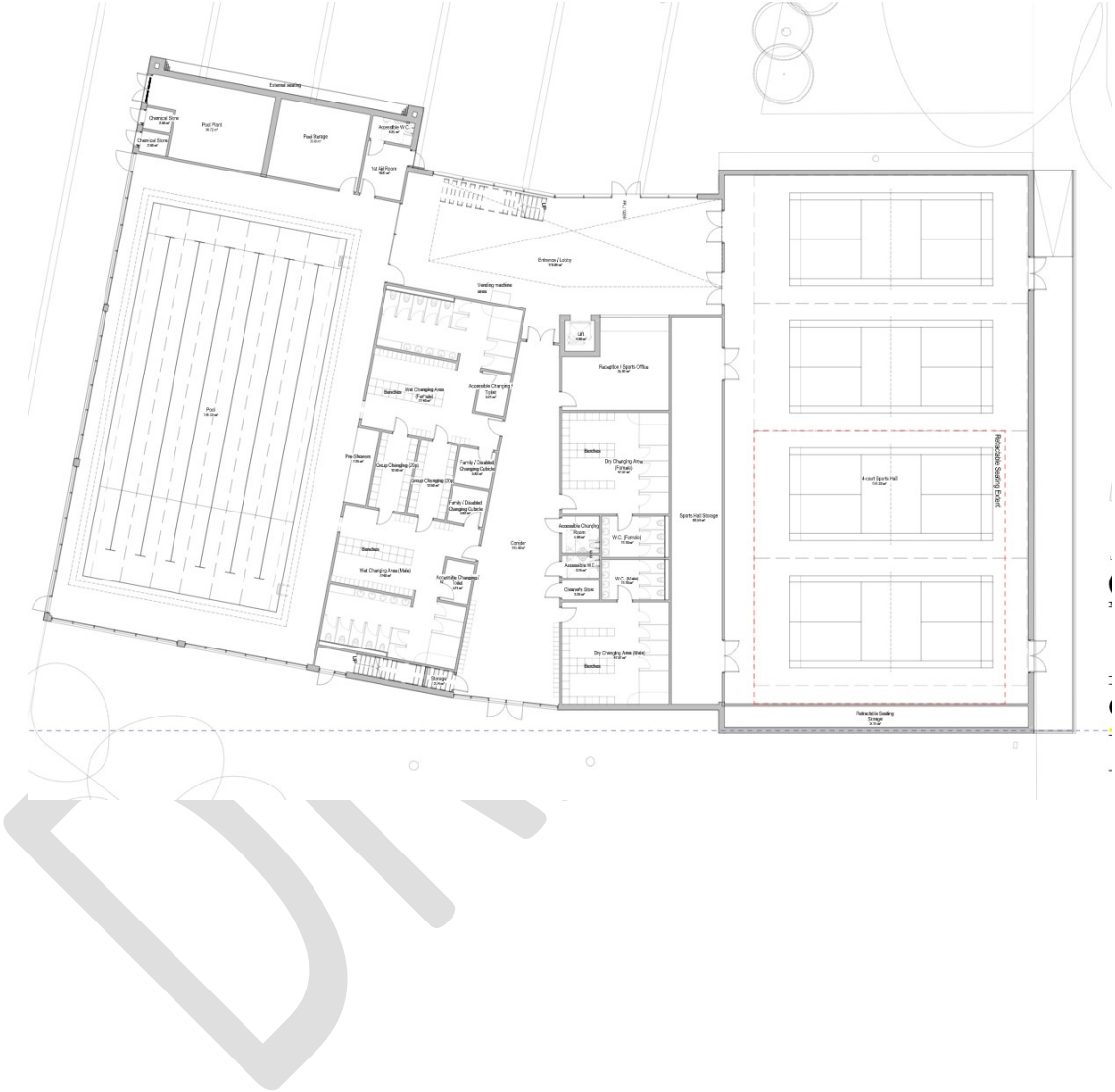
This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1

1. The outdoor Sports Facilities to be made available for Community Use shall comprise: the outside grassed playing pitches; the astro turf pitch, the two tennis courts and the basketball court together with ancillary facilities comprising of the toilets, changing, storage and club room in the Sports Pavilion (as shown on the plan below).
2. The outside grassed playing pitches have capacity to accommodate one full size football pitch and one full size rugby pitch to be used concurrently, or a single cricket pitch. The grassed pitches could also be marked out for smaller sized pitches for younger age groups, to create flexibility in how these are used. Pitch markings to be updated and modified throughout the school year, depending on the season and sporting focus at that time of year. Management Committee to agree seasonal pitch markings.
3. In the summer if a cricket wicket is viable, given condition of grass at that time then this will also be made available for Community Use, as long as there is no conflict with school use.



The indoor Sports Facilities to be made available for Community Use shall comprise: the indoor swimming pool and the four court sports hall together with ancillary facilities such as toilets and changing rooms provided in the Sports Centre building (as shown on the plan below).



Schedule 2

Arrangements for Community Use

1. Users

- 1.1 The Sports Facilities shall be made available for Community Use, in accordance with the Hours of Access.

2. Sports Facilities Hours of Access

Term- Time

Community Use

Indoor Sports Facilities – All Year Mon - Fri: 18:00 to 20:30*

**Plus morning access to swimming pool for 90 minutes, before school, on days when the school do not operate morning swimming club. Timings TBC.*

Outdoor Sports Facilities – April – September* Mon - Fri: 17:30 to 20.30**

**Access to be all year for the tennis courts. Access to other courts restricted to Summer months, as no floodlighting to pitches.*

***Access to be from 18:00 on days when the School requires the pitches for matches or clubs after school.*

All Sports Facilities – All Year Sat- Sun: 09.00 – 13.00

School Holidays – up to 10 weeks per year

Community Use

All Sports Facilities – All Year Mon -Fri: 09.00 -16.00

NB Subject to the School providing appropriate justification to the Management Committee, the School may restrict the use of grassed sports areas, in adverse weather conditions outside of the School's control, to protect the pitches..

NB See paragraph 9.6 for restrictions to use.

NB The above timings are what the school consider are feasible at this stage. All timings subject to change and refinement, in advance of the Community Use Agreement being finalised.

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.

The School

3.2 Prices will be benchmarked against a similar range of local facilities, including but not limited to those 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.

Facility	Mon – Fri / hour. Excl. Vat £ p	Sat - Sun / hour Excl. Vat £ p	Comment
Outdoor Sports Facilities - Grass Pitches			Football or Rugby Pitch, or when available the Cricket Pitch. This is for sole use of the Grass Pitches. Where a group wishes to hire only one, i.e only the football or rugby pitch, the rate will be 50% of the Grass Pitches rate.
Outdoor Sports Facilities - Tennis Courts			2 x courts available. This is for both courts. Where a group wishes to hire only one, the rate will be 50% of the Grass Pitches rate.

Outdoor Sports Facilities - Netball/ Basketball			Hard surfaced court. The court can only be used for Netball or Basketball use at any one time.
Astro Turf Hockey Pitch			This is for the whole astro turf pitch.
Indoor Sports Hall			This is for the whole Sports Hall. Where a groups wishes to book e.g. one badminton court then the rate will be 25% of the whole Sports hall rate.
Indoor Swimming Pool			This is for use of the whole Swimming Pool.

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

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

3.4

Facility	Hampton Sports and Fitness Centre	Teddington Sports Centre (Teddington School)	Whitton Sports and Fitness Centre (Twickenham School)	Play Tennis Richmond – Various Courts LTA
	Charge per hour £ p	Charge per hour £ p	Charge per Hour £ p	
Outdoor Sports facilities (Pitch)	N/A	N/A	N/A	N/A
Multi Use Games Area				

5 -a side	Y	N	Y	
Netball	Y	Y	y	
Indoor Sports Hall				
Badminton	Y	Y	Y	
Basketball	Y	Y	Y	
Cricket nets	Y	Y	Y	
Whole Sports hall	Y	Y	Y	
Indoor Swimming Pool				
Tennis Courts				Y

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	Reach Academy Feltham	Richmond College	St Mary's University Twickenham
	L.B. Hounslow	L.B. Hounslow		
	Charge / Hour	Charge / hour		
	Excl. VAT	Excl. Vat		
	£ P	£ p		

Outdoor Sports facilities (Pitch)	N/A	4G on Sports hall roof	Y	Y
Outdoor netball court	Y	Y (Floodlit)		Y
Indoor Sports Hall	Y	Y (4 Court)	Y	Y
Badminton Court	Y	Y		Y
Basket ball	N	Y		Y
Football	N	Y		Y
Netball Court	Y	Y		Y
Table tennis	N	Y		Y
Indoor Activity Studio	Side Hall	N	Y (Fitness suite)	Y

4. Booking arrangements

4.1 An easy and accessible advance booking arrangement for Community 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 Community Use Liaison Officer, who is expected to be a member of the administration team on XXXXXXX or email xxxxxxx

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. Car parking for the Community Use is

located to the east of the main Kneller Hall building, and proximate to the Outdoor Sports Facilities. The car park has capacity for coaches.

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Schedule 3

The School will provide the following Other Community Access opportunities, to local groups, local schools and local residents:

- Access for local schools to the Forest School on one morning or afternoon on a weekly basis during term time by local school(s), with access being subject to suitable weather conditions. Access for Scouts, Girlguiding and other similar local groups after school on a weekly basis in the Summer months. Days, timings and costs associated with this access to be agreed in advance and to ensure no conflict with the School's requirements for the use of the facility.
- Pre-arranged access to the Chapel to be provided to local residents as part of the Open House Festival, organised by Open-City. This event usually falls in September annually.
- Hire of the School Hall by local theatre, music, dance or other community or school groups for performances on an adhoc basis at evenings and/ or weekends. Timings and costs associated with this access to be agreed in advance and to ensure no conflict with the School's requirements for the use of the facility.
- Invitations to local residents to concerts, plays and other events held by the School, where it is appropriate for residents to attend and including outside school concerts to be held at the Outside Bandstand, and where pupils will perform. Opportunities at these events for residents to visit the ecology corridor.

At all times the School must prioritise the safety and wellbeing of their pupils, and their learning requirements and ensure that these are not prejudiced by the Other Community Access opportunities.

Once the School is operational, it will consider further opportunities for links with the community, where it is appropriate to do so and where this access/ use will not prejudice the School's use of the facilities or result in unreasonable wear and tear to the facilities.

Schedule 4

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

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