

**Date: February 2024**

**Kings Langley School (School and Leaseholder)**

**Dacorum Borough Council (Local Authority)**

**Hertfordshire County Football Association**

**Hertfordshire Sports Partnership**

Agreement in relation to arrangements for community use of sports facilities at Kings Langley School.

In connection with Planning Permission 22/03802/MFA

# Contents

<b>No</b>	<b>Heading</b>	<b>Page</b>
	<b>Clauses</b>	
1.	<b>Recitals</b>	<b>3</b>
2.	<b>Definitions and Interpretation</b>	<b>3-4</b>
3.	<b>Aims</b>	<b>4-5</b>
4.	<b>Arrangements for Community Use</b>	<b>5</b>
5.	<b>Targets for Community Use</b>	<b>5</b>
6.	<b>Marketing and Promotion</b>	<b>5</b>
7.	<b>Steering Group</b>	<b>5-7</b>
8.	<b>Financial Matters</b>	<b>7</b>
9.	<b>Monitoring and Review</b>	<b>7-8</b>
10.	<b>Duration of Agreement</b>	<b>8</b>
11.	<b>Authority</b>	<b>8</b>
12.	<b>No Variations</b>	<b>8</b>
13.	<b>No Agency</b>	<b>8</b>
14.	<b>Severability</b>	<b>8-9</b>
15.	<b>Waiver</b>	<b>9</b>
16.	<b>Non-Assignability</b>	<b>9</b>
17.	<b>Governing Law and Jurisdiction</b>	<b>9</b>
	<b>Schedule 1 - Facilities</b>	<b>10</b>
	<b>Schedule 2 - Arrangements for Community Use</b>	<b>11-13</b>
	<b>Schedule 3 - Steering Group - Terms of Reference and Constitution</b>	<b>14-15</b>

DATE: February 2024

- (1) KINGS LANGLEY SCHOOL of Love Lane, Kings Langley, Hertfordshire, WD4 9HN (“the School”)
- (2) DACORUM BOROUGH COUNCIL of Civic Centre, Marlowes, Hemel Hempstead, Hertfordshire, HP1 1HH (“the Council”)
- (3) HERTFORDSHIRE COUNTY FOOTBALL ASSOCIATION of The County Ground, Letchworth Garden City, Hertfordshire, SG6 2EN (“the HCFA”)
- (4) HERTFORDSHIRE SPORTS PARTNERSHIP of Hertfordshire Sports Village, University of Hertfordshire, de Havilland Campus, Hatfield, Hertfordshire, AL10 9EU (“HSP”)

1. Recitals

- 1.1 Planning Permission was granted by the Dacorum Borough Council for the Development subject to conditions. Condition 3 of the Planning Permission requires that an agreement shall be submitted to the local planning authority for approval to demonstrate how community access to the Sports Facilities within the 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 and the wider school site, available (when their use is not required by the School) for use by the local community in compliance with the terms of this Agreement and Condition 3.
- 1.3 Kings Langley 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 Dacorum 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.
- 1.5 The applicant for Planning Permission is Kings Langley School (Leaseholder of the land) and the local planning authority is Dacorum Borough Council.
- 1.6 Hertfordshire County Football Association and Hertfordshire Sports Partnership supports and promotes community participation in sports in the local area.

2. Definitions and Interpretation

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

Community Use means use of the Sports Facilities by the local community including organised sports clubs, organisations and for casual use.

Casual Use means availability for any individual(s) or groups to book the Sports Facilities up to fourteen days in advance for use on a pay-as-you-play basis, where space is available.

Development means 3G Pitch facility for which Planning Permission has been granted.

Sports Facilities	means the sports facilities identified in Schedule 1 to this Agreement forming part of the School Premises.
Steering Group	means the Steering Group as defined in clause [7.1] of this Agreement and representatives of each of the Parties to this Agreement or their nominees.
Parties	means the parties to this Agreement.
Planning Permission	means planning permission 22/03802/MFA granted by the Dacorum Borough Council on 14/03/2023.
Priority Groups	means those groups identified by the Parties as being under represented for the particular activity engaged in.
School Core Times	means 7.00am to 6.00pm Mondays to Fridays during term time as defined in Schedule 2 to this Agreement.
School Premises	means the land and buildings comprising Kings Langley School.

### 3. Aims

The Parties agree to pursue the following aims:

Providing opportunities for the local community and sports organisations to participate in sport and physical activity for health improvement and development of their skills, particularly amongst low participant groups;

- Operating in line with the national agenda for sport taking into account nationally adopted strategies;
- Generating positive attitudes in sport and physical activity by young people and reducing the 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;

#### 4. Arrangements for Community Use

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

#### 5. Targets for Community Use

The School shall use reasonable endeavours to achieve community use objectives in line with appropriate sports development strategies, including making a contribution to local participation targets for sporting and physical activity. The School shall work with local community sports clubs, HCFA, and Hertfordshire Sports Partnership as well as other identified partners to provide a range of opportunities and pathways for the community. These may include existing initiatives and will also include new and local activities.

#### 6. Marketing and Promotion

The School will be responsible for marketing and promoting the Sports Facilities in accordance with the agreed aims and targets. A marketing strategy will be prepared and implemented and reviewed on an annual basis.

#### 7. Steering Group

7.1 A Steering Group 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 School
- (b) Herts County Football Association
- (c) Kings Langley Football Club

- (d) Chipperfield Corinthians Seniors Football Club
- (e) Chipperfield Corinthians Youth FC Football Club
- (f) Watford FC Community Sport and Education Trust
- (g) Dacorum Borough Council
- (h) Hertfordshire Sports Partnership

7.3 Under these terms of reference, the Steering Group 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 Group Agreement. The policy will ensure that prices shall be no greater than similar local authority and Football Foundation 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 Casual Use and block booking, this system to be reviewed on an annual basis;
- (e) an appropriate marketing strategy for the marketing of the Sports Facilities for Community Use.

7.4 The School will be responsible for the Sports Facilities and shall:-

- (a) resource, control and routinely ensure the maintenance of the Sports Facilities in a manner that will allow achievement of the agreed aims, and
- (b) make the Sports Facilities available on the occasions and times specified in Schedule 2:
- (c) ensure provision of heat, light and water and such other amenities as required for the Sports Facilities and their intended use;
- (d) ensure that the Sports Facilities comply with all legislation and guidance in force at the time of this Agreement relating to access for disabled users;

- (e) cover the cost of gas, fuel, oil, electricity, water, rates and taxes that may be attributable to the use of the Sports Facilities.

## 8. Financial Matters

8.1 The School endeavours to ensure that the costs of operating Community Use at the Sports Facilities will be fully covered by income from such use and any surplus will be utilised to:

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

8.1.2 increase the use of the Sports Facilities by any Priority Groups by staging special promotions or by offering discounted rates of hire;

8.1.3 improve and increase the stock of sports equipment for use in connection with the Sports Facilities.

8.1.4 Surplus funds can be used to fund additional resources to improve the quality of grass pitches to a minimum standard of 'good' through the Pitchpower assessment tool, this is part of the terms and conditions of the funding agreement with the Football Foundation.

## 9. Monitoring and Review

9.1 One month prior to the date on which the Steering Group produces its annual report the School shall make available to the Steering Group 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 Steering Group 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
- Development and Business Plan in relation to the Football Foundation Funding application.

9.3 The Steering Group 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 Steering Group 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 Condition 3 of the Planning Permission without the prior written approval of the local planning authority following consultation with Sport England.

#### 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.

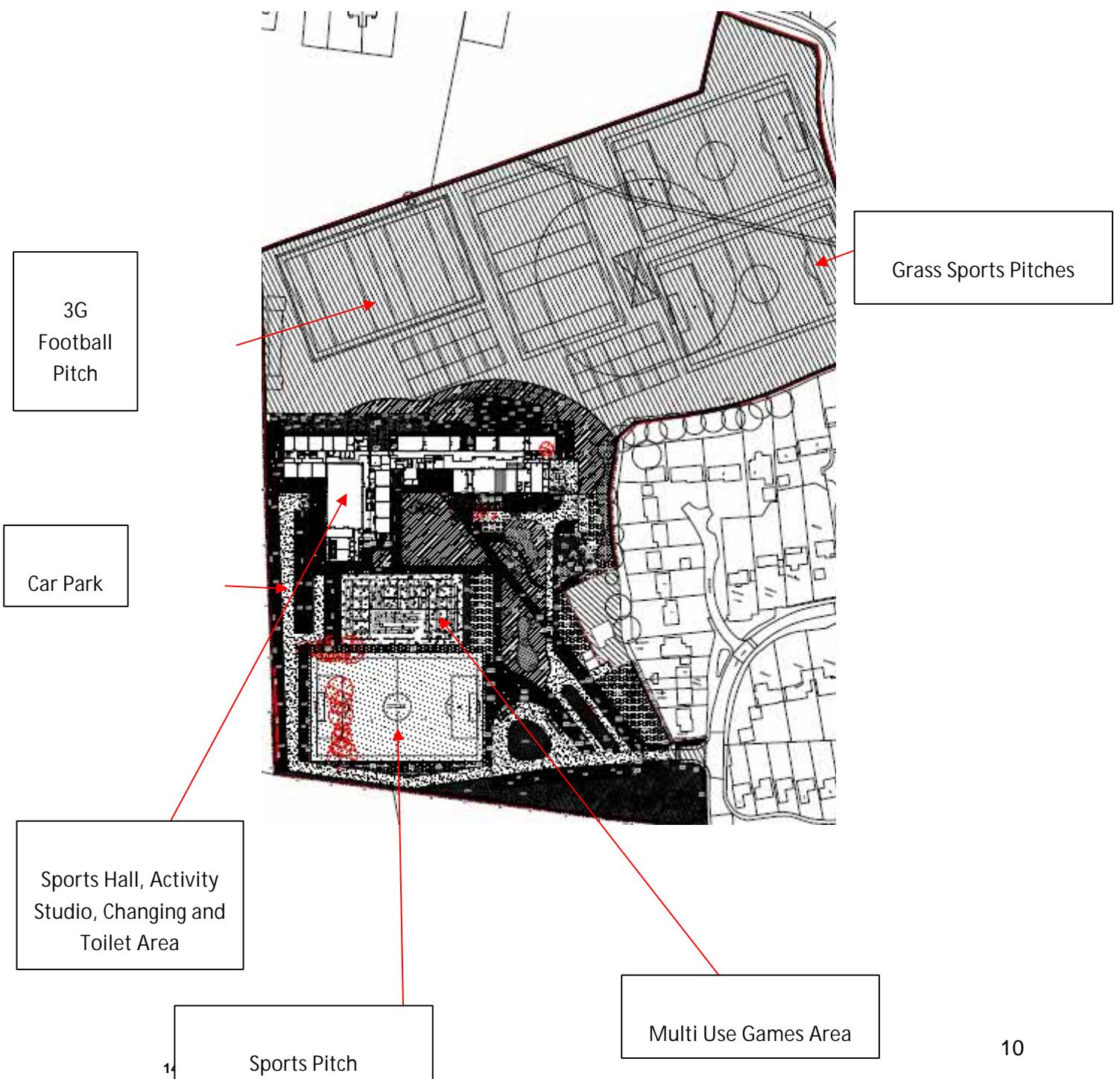
17. Governing Law and Jurisdiction

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

Facilities;

1. The outdoor sports areas and facilities covered under this agreement are to be made available for Community Use are the 3G artificial grass pitch, Multi Use Games Area and other Sports Pitches.
2. The indoor sports areas: the Sports Hall and Activity Studio along with any ancillary facilities such as toilets, changing rooms etc. are available for Community Use please refer to the below plan;



## Schedule 2

### Arrangements for Community Use

#### 1. Users

1.1 The Sports Facilities shall be made available for Community Use.

#### 2. Hours of Access

	Outdoor Floodlit and Indoor Facilities	Outdoor Non-Floodlit Facilities
TERM TIME COMMUNITY USE	Mon - Fri: [6pm-10pm]	Mon – Fri: [6pm – 8.15pm Summertime Only]
	Sat: [ 9am - 7pm ]	Sat: [ 9am - 4pm or 7pm Summertime Only]
	Sun: [ 9am - 7pm]	Sun: [ 9am - 4pm or 7pm Summertime only]
SCHOOL HOLIDAYS COMMUNITY USE	Mon - Fri: [ 9am – 10pm]	Mon – Fri: [ 9am – 4pm or 8.15pm Summertime only ]
	Sat: [ 9am-7pm]	Sat: [ 9am-4pm or 7pm Summertime Only]
	Sun: [ 9am – 7pm]	Sun: [ 9am – 4pm or 7pm Summertime Only]

Please note that Bank Holidays will have the same opening times as the weekend.

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

2.1 The School reserves the right to retain full use of the Car Park and Facilities for certain events. Some examples of these are but not limited to; Parents Evenings, Open Evening, Music Events and performances.

### 3. Pricing

A policy of affordable pricing shall apply to maximise Community Use and in accordance with the aims of this Agreement. Prices shall be no greater than for similar local authority run facilities in Hertfordshire. Prices will be reviewed on an annual basis the prices shown below are for 2023/24, pricing can be will be available on the booking partners web site.

#### 2023/24 Indoor and Non-Floodlit Facilities

Facility	Hourly Rate for 2023/24
Activity/Dance Studio	£28
Sports Hall	£45
Tennis Court	£13
One Netball Court	£22
Two Netball Courts	£30
Three Netball Courts	£40
9v9 Grass Pitch	£30
11v11 Grass Pitch	£35

#### 2023/24 3G Pitch Hire Hourly Price from September – April (30 Weeks)

Hire Type	Full Pitch	Half Pitch	Quarter Pitch
Partner	£90	£50	£25
Community	£110	£60	£30
Commercial	£130	£70	£40

#### 3G Pitch Match Rates

Pitch	Match Cost
5v5	£17.50
7v7	£35.00
9v9	£45.00
11v11	£75.00

#### 3G Pitch Hire Hourly Price Holiday and Summer Use (18 Weeks)

Hire Type	Full Pitch	Half Pitch	Quarter Pitch
Partner	£50	£30	£15
Community	£70	£40	£20
Commercial	£90	£50	£30

4. Booking arrangements

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

4.2 The agreed booking arrangements shall operate as follows: -

Bookings should be made directly through the schools lettings agents who operate the facilities out of school hours. Details of the company can be found on the school web site [www.kls.herts.sch.uk](http://www.kls.herts.sch.uk).

5. Parking Arrangements (if applicable)

5.1 120 Car parking spaces shall be available to park for community users.

## Schedule 3

### Steering Group

#### Terms of Reference and Constitution

##### 1. Purpose

- (a) To monitor progress against agreed aims and targets, identified in the development and business plan submitted to the Football Foundation: 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.
- (d) 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 steering group.
  - To cast a further vote if necessary to resolve any tied decision(s).
  - To represent the steering group at other meetings and functions as necessary.

A Secretary will be elected by the full steering group at the first meeting of each financial year (September 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 steering group.

### 3. Operation

- (a) The full steering group will convene at least 3 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 they must adhere to the policy framework established by the full steering group.
- (c) Day to day operation will be the responsibility of the School.
- (d) Sub-groups may be formed by the Steering Group if considered necessary or desirable.

### 4. Reporting

- (a) Minutes of steering group meetings will be maintained.
- (b) A formal annual 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 steering group members when possible.



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

Signed by 

Chair of Governors Frances Stickley  
Duly authorised by Kings Langley School (Leaseholder)

Signed by .....  
Duly authorised by Dacorum Borough Council  
Authorised Officer

Signed by ...  .....

Duly authorised by the Hertfordshire County Football Association

Signed by 

Duly authorised by the Hertfordshire Sports Partnership