

Date: 2024

Merchant Taylors' School

Three Rivers District Council

## **COMMUNITY USE AGREEMENT**

Agreement relating to arrangements for the community use of the Hockey  
Artificial Grass Pitch at Merchant Taylors' School in connection with Planning  
Permission 23/2122/FUL

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**THIS COMMUNITY USE AGREEMENT** is made the day of

Between:

- (1) **Merchant Taylors' School** of Sandy Lodge Lane, Northwood, Middlesex, HA6 2HT ("the **School**")
- (2) **Three Rivers District Council** of Three Rivers House, Northway, Rickmansworth, WD3 1RL ("the **Council**")

## **1. Recitals**

- 1.1 Planning Permission was granted by the Three Rivers District Council for the Development subject to conditions. Condition 5 of the Planning Permission 23/2122/FUL 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 new Hockey Artificial Grass Pitch available (when not required by the School) for use by the local community in compliance with the terms of this Agreement.
- 1.3 The School has a long-term lease (128 years) from the Merchant Taylors' Company to use the site from 8 April 2011 to 7 April 2139.
- 1.4 The Council has responsibility for the provision of sports facilities in the Three Rivers District Council 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:

**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 one day in advance

for use on a pay-as-you-play basis, where space is available.

<b>Development</b>	means Hockey Artificial Grass Pitch Sports Facility for which Planning Permission has been granted.
<b>Sports Facilities</b>	means the sports facilities identified in Schedule 1 to this Agreement comprising the Hockey Artificial Grass Pitch comprised in the Development forming part of the School Premises.
<b>Management Committee</b>	means the management committee as defined in clause [7.1] of this Agreement.
<b>Parties</b>	means the School and the Council.
<b>Planning Permission</b>	means planning permission 23/2122/FUL granted by the Three Rivers District Council of Three Rivers House, Northway, Rickmansworth, WD3 1RL on 14/02/2024.
<b>Priority Groups</b>	means those groups identified by the Parties as being under-represented for the activity engaged in. These will be agreed annually by the Management Committee.
<b>School Core Times</b>	means 08:00 to 18:00 Mon - Fri during term time and Sat from 09:00 to 18:00 as defined in Schedule 2 to this Agreement.
<b>School Premises</b>	means the land and buildings comprising Merchant Taylors' School.

### **3. Aims**

The Parties agree to pursue the following aims in respect of the Sports Facilities:

- 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 Sports 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 Sports 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 show due regard for Three Rivers District Council community use targets and sports development strategies when prioritising use of the Sports Facilities in order to contribute to local participation targets for sporting and physical activity. The School shall work with relevant partners including; Three Rivers District Council, England Hockey (England Hockey Development Directive), and other local organisations 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.

## **7. Management**

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 Representatives (up to two) from the following organisations will be invited to participate:

- (a) The School.<sup>1</sup>
- (b) The Council.
- (c) Community representatives (including England Hockey).

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 appropriate pricing to assist in the achievement of the aims of this Agreement. The policy will ensure that prices shall be no greater than similar facilities in the area and ensure that the cost to the School of making the facilities available is covered;
- (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;

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

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<sup>1</sup> Director of Hockey and Lettings Manager.

- (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 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 Cover the operating costs of the facility, including utilities, staff costs and the financial obligations of the School Lease.
- 8.1.2 Contribute to a contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facilities.
- 8.1.3 Improve and increase the stock of sports equipment for use in connection with the Sports Facilities.
- 8.1.4 Increase the use of the Sports Facilities by any Priority Groups by staging special promotions or by offering discounted rates of hire.

## **9. Monitoring and Review**

9.1 One month prior to the date on which the Management Committee produces its annual report the School shall make available to the Management 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. An advanced meeting will be held to confirm the programme of use for the following year.

- 9.2 The Management 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 Management 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 Management Committee as soon as reasonably practical.
- 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 Agreement shall be required.
- 9.6 The School shall not materially reduce the level of community access to the Sports Facilities required by Condition 12 of the Planning Permission 23/2122/FUL 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 hockey Artificial Grass Pitch is provided in accordance with the Planning Permission.

## **11. Dispute Resolution**

11.1 If the parties are in dispute, then this clause will apply and the following process will apply:

11.2 The Parties in dispute will seek to agree a way forward without any further intervention;

11.3 If no agreement reached then the Parties in dispute agree to jointly appoint a third party to undertake the following actions:



- Undertake mediation and facilitation to seek to reach agreement between the parties on the way forward
- If no agreement is reached then the third party will decide on the most appropriate way forward to deliver the objectives and terms of this Agreement
- The Parties in dispute agree to be bound by the third party decision

11.4 If the Parties cannot agree on which third party to appoint then an independent third party will be appointed by the Local Government Association or any subsequent body.

11.5 All Parties in dispute will share the costs for the third party equally unless otherwise agreed in writing between the parties.

## **12. Authority**

The School warrants that it has 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 the Parties.

## **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 sports facilities covered by this agreement will comprise the hockey Artificial Grass Pitch shown in the plan below:



## Schedule 2

### Arrangements for Community Use

#### 1. Users

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

#### 2. Hours of Access

Mon – Fri: 18:00 – 21:00

Saturday: 09:00 – 21:00

School fixtures to take priority followed by community use.

Sunday: 09:00 – 18:00

School holidays<sup>2</sup>: Mon – Sat: 09:00 – 21:00

#### 3. Pricing

- 3.1 In order to maximise Community Use, whilst generating sufficient income to repay the bank loans required to build the facility, pricing will be applied in accordance with the aims of this Agreement.

- (a) With effect from 1 September 2024, the charge for use of the hockey Artificial Grass Pitch for the community will be £77.00 per hour. This will be reviewed annually and increased in line with inflation.
- (b) The pricing and programme of use will be set to ensure that the costs of operating Community Use at the Sports Facilities will be fully covered by income from such use.

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<sup>2</sup> As published at [www.hertfordshire.gov.uk](http://www.hertfordshire.gov.uk).

#### **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:-

Individuals or clubs can make bookings via the School online booking platform, or by email to the Lettings Manager. All bookings must be made at least 48 hours in advance to enable the Lettings Manager to confirm availability and agree the booking.

All bookings must be paid in advance at the time of booking via an online debit/credit card payment. For long term bookings hirers will be charged monthly in advance.

#### **5. Parking Arrangements**

5.1 10 car parking spaces shall be designated for community users, with overflow car parking available nearby.

5.2 The School reserves the right to retain full use of the Car Park and Sports Facilities for specific events, including but not limited to:

- (a) Parents' Evenings.
- (b) Open Days.
- (c) Music events.
- (d) School sports events.
- (e) Community events hosted by the School.

## Schedule 3

### Management Committee Terms of Reference

#### 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.
- (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 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 School 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 committee.

**3. Operation**

- (a) The full committee will convene at least annually. 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 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 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.



Signed by ...IAN WILLIAMS.....Date.....

Duly authorised by the School

Signed by ...RYAN WATSON..... Date.....

Duly authorised by the Council