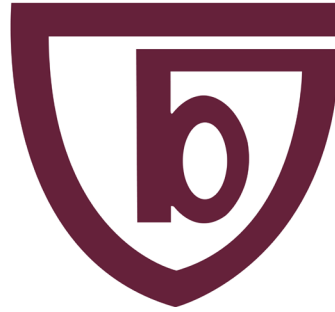


BRAKENHALE SCHOOL
High Expectations and Challenge



Coningsby Car Park Management Plan

Date: 2nd December 2019

The Governing Body of Brakenhale School

Local Authority: Bracknell Forest

Land Owner: Greenshaw Learning Trust

Car Park Management Plan for:

Brakenhale School
Rectory Lane
Bracknell
Berkshire
RG12 7BA

In connection with Planning Permission: **17/01155/FUL**

This Agreement is made on the **2nd** day of **December 2019**

1. PARTIES

1.1 The Governing Body of the Brakenhale School ("the Governing Body").

1.2 Brakenhale School ("the School").

1.3 Bracknell Forest Borough Council ("the Authority").

2. RECITALS

- 2.1** Planning permission 17/01155/FUL was granted by Bracknell Forest Council for the development subject to conditions. Condition 27 of the Planning Permission requires that this agreement shall be submitted to the local planning authority for approval to demonstrate how car parking will be managed from the Coningsby entrance of the school.

- 2.2** The Governing Body has the responsibility to manage and operate the car parking facilities of the School.

- 2.3** The School has primary responsibility for the management of the car parking and this Agreement is a means of meeting that responsibility.

- 2.4** The School is the owner of the School Premises and is responsible for their use.

DEFINITIONS AND INTERPRETATION

Club Bookings	Bookings with a named, established club with an agreed arrangement with the school
School Opening Hours	The hours when the school is in operation
Car Park Provision	The number of spaces provided
Trampoline Centre	Permanent lease
Cycle Parking	Area for cycles to be stored during the school opening hours
Car Park Operation and management	The monitoring and layout of the car park
Disability parking	Disabled spaces
Planning Permission	Planning permission granted by Bracknell Forest Council (reference number 17/01155/FUL for the development of the School site
The Premises	The school's land, buildings and facilities
The School	Brakenhale School, Rectory Lane, Bracknell, Berkshire RG12 7BA

3. AIMS

The School, Governing Body and Bracknell Forest Borough Council agree to support the development and use of the Coningsby car park in order to pursue the following aims:

- 3.1** To provide sufficient parking facilities for staff whilst onsite at the school.
- 3.2** To provide additional parking for the Trampoline Centre and other lettings.
- 3.3** To provide at least the legal minimum car parking spaces for disabled access.
- 3.4** To provide sufficient spaces for additional use when required.

4. OBJECTIVES

In accordance with the above aims the parties agree the following objectives:

4.1 To maintain the car parking facilities.

4.2 To monitor the car parking access and adapt if necessary.

5. MANAGEMENT

The Governing Body and the school agree to:

- 5.1** Be responsible for managing the car park facilities to support the aims and objectives set out in this agreement.
- 5.2** Make the car park available as per schedule 1.
- 5.3** Develop specific agreements with clubs that will regularly use the facilities.
- 5.4** Maintain the car park facilities including lighting.
- 5.5** Keep the facilities in good order and repair accidental damage arising from damage by an insured risk.

Within the financial constraints imposed by Part 2 Chapter VI of the Education Act 1996 as amended and the Governing Body's Instrument of Government this framework should include:

- 5.8** Agreement with user groups of access to the car park.
- 5.9** Compliance with all legislation and guidance in force of this Agreement relating to equal opportunities of access, where appropriate.
- 5.10** Regular review of the accessibility to the car park annually.
- 5.11** To ensure appropriate arrangements & policies for child protection are in place and reviewed annually.

6. FINANCE

6.2 Contribute to a contingency fund for major maintenance, repairs and ultimately renewal of fixed life elements of the car park.

6.5 The operation of the facilities must be self-financing without impact or financial support from the school's budget.

7. MONITORING AND REVIEW

7.1 A Review Panel will meet annually to consider details of all usage, maintenance and financial matters relating to the use of the car park.

7.2 The Review Panel shall include representatives from the school and the Greenshaw Learning Trust.

7.3 The Review Panel shall undertake the assessment of the adequacy of the implementation of this Agreement in relation to;

- Hours of use of the facilities
- Compliance with the aims and objectives of this Agreement
- Maintenance costs

7.4 The School shall implement all reasonable recommendations of the Review Panel as soon as reasonably practicable.

7.5 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.

8. TERMS OF USE

Where a specific agreement is set up with a club, or block booking, the club will be required to agree to:

- 8.1** Ensure proper supervision of use of the car parking facilities, with appropriately qualified and trained staff to provide a safe and secure environment.
- 8.2** Have in place the correct insurance, policies, procedures that are required legally and under the terms of a club's membership of an accrediting body or association.
- 8.3** Have comprehensive safeguarding policies and procedures.
- 8.4** Not undertake any activities which in the view of the Governing Body conflict with the ethos of the school.

9. REVIEW

The aims and objectives set above and the contents of Schedule 1 of this Agreement shall be reviewed on a regular basis by the parties. A suggested review period is every 12 months. Prior written approval of all the parties to this Agreement will be required before any revisions are made or implemented.

10. DURATION OF AGREEMENT

This Agreement will remain in force for as long as the site remains in educational use.

11. AUTHORITY

The Governing Body 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 of 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.

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 re-assign their rights or obligations, with the exception of the governing and law jurisdiction clause below.

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.

18.APPOINTMENT OF SUB-CONTRACTOR

The Authority shall have the right to appoint a sub-contractor to carry out the duties of the Authority under this Agreement. The Authority will ensure that:

18.1 Any sub-contractor appointed is of adequate financial standing and has the necessary technical skills and competence.

18.2 The sub-contractor enters into an agreement with the parties to this Agreement that they will be bound by all of the terms of this Agreement.

SCHEDULE 1: Core Hours

- S1.1 The School opening hours are 6:00am — 10.00pm during term time, with the term dates defined by the calendar available from the School and held on the Authority's website.
- S1.2 The School core hours are 8:35am – 15:05pm.

SCHEDULE 2: Car Park Provision

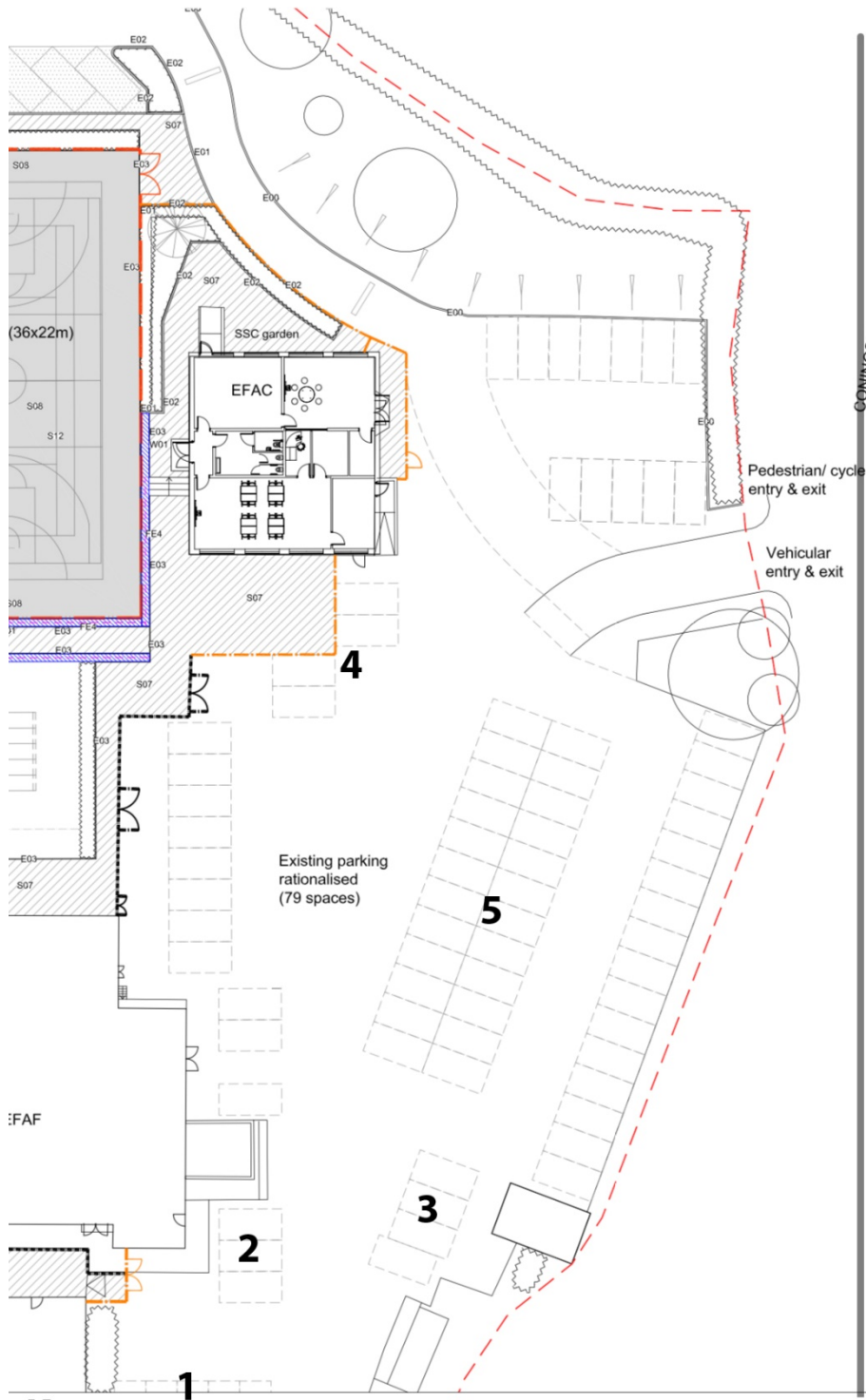
- S.2 The re - formalisation proposal will provide 79 parking spaces in total. This will comprise of the following:
 - S.2.1 63 General car parking spaces
 - S.2.2 3 Disabled car parking spaces
 - S.2.3 5 Trampoline Centre car parking spaces
 - S.2.4 8 Various reserved staff spaces

SCHEDULE 3: Cycle Parking Provision

- S.3.1 The current cycle parking provision will be removed. Replaced with cycle parking within the school perimeter fencing, enabling 24 monitoring via CCTV and providing a more secure location.
- S.3.2 The current cycle parking location will be reutilised to accommodate 28 additional parking spaces

SCHEDULE 4: Car Park Operation and Management

- S.4.1 The car park will be monitored by CCTV and ANPR (automatic number plate recognition). The system in cooperates CCTV records of vehicles accessing and leaving the School grounds.
- S.4.2 Signage will be located throughout the car park enforcing the 5mph speed, CCTV and No Smoking. There will also be directional signs for visitors.
- S.4.3 Lighting will be made available where possible.
- S.4.4 Directional road markings, Zebra Crossings and where necessary pedestrian walk ways will be marked out.



Key

- 1 = 5x spaces for Trampoline Centre**
- 2 = 3x Disabled Parking**
- 3 = 4x Facilities Staff & Visitor**
- 4 = 4x SSC Staff**
- 5 = 63x General Parking**