

Date:

Danes Educational Trust t/a St Clement Danes School

Three Rivers District Council

Hertfordshire County Football Association

Agreement in relation to arrangements for community use of sports at St Clement Danes School. In connection with Planning Permission Ref No 19/2190/FUL

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Community Use	means use of the Sports Facilities by the local community including organised sports clubs, organisations and for casual use.
Community Users	means individuals or groups using the Sports Facilities for Community Use
Casual Use	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
Development	means the 3G Pitch at St Clement Danes School 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
The Football Steering Group	means the group as defined in clause 7.0 of this Agreement
Parties	means the parties to this Agreement
Planning Permission	means planning permission (reference 19/2190/FUL granted by Three Rivers District Council on 27/05/2020
Priority Groups	means those groups identified by the Parties as being under represented for the particular activity engaged in
School Premises	means the land and buildings comprising St Clement Danes 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 and may also be offered at other times.

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 making a contribution to local participation targets for sporting and physical activity. The School shall work with local clubs, HCFA, and 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. Management

- 7.1 A Football Steering Group has been established 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) Three Rivers District Council
- (c) Chorleywood Common Youth Football Club
- (d) Hertfordshire County Football Association
- (e) Representative from the community/user groups and football clubs as identified

7.3 Under these terms of reference, the Football 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 Agreement. The policy will ensure that prices shall be comparable to similar 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

- 8.1.1 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 funds may be utilised to:
 - 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 increase the use of the Sports Facilities by any priority group by staging special promotions or by offering discounted rates of hire;
 - 8.1.4 improve and increase the stock of sports equipment for use in connection with the Sports Facilities.

9. Monitoring and Review

- 9.1 The School shall undertake an annual review and assessment of the usage, bookings, maintenance and financial matters relating to the Community Use of the Sports Facilities. This will include:
 - 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.
- 9.2 The School 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.

- 9.3 The School shall implement all reasonable recommendations of the Football Steering Group as soon as reasonably practicable.
- 9.4 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.
- 9.5 The School shall not materially reduce the level of community access to the Sports Facilities required by Condition 17 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 2 Arrangements for Community Use

1. Users

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

2. Hours of Access

2.1 The use of the sports lighting of the artificial grass pitch and hockey pitch shall be restricted to the following hours:

Monday to Friday - 9am to 9.15pm

Saturday, Sunday, Bank and Public Holidays- 9am to 8.15pm

2.2 Community use will be primarily 6pm – 9.15pm during the week, 1pm – 8.15pm on a Saturday and 9am – 8.15pm Sunday's and Public Holidays during term time. During school holiday periods, community use will be 9am – 9.15pm during the week and 9am – 8.15pm Saturday, Sunday and Public Holidays.

2.3 Should the school not require use of the pitch on a Saturday morning during term time this will also be made available for community use.

2.4 The School reserves the right to retain the full use of the Car Park and Facilities for certain events. Some examples of these are but not limited to:

- Parents Evening
- Open Days
- Music events
- Entrance exams

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 comparable to other Football Foundation funded facilities in the local area and agreed by the Football Development Group on an annual basis. Proposed fees for 2021/22 are listed below.

Football Pitch - September through end of May (30 weeks)

PRICING POLICY Weekdays 5-10pm							
Key partner clubs		Charter Standard clubs (Junior and Adult)		Non Charter Standard Clubs/ pay and play		Other hire full pitch per hour	
Quarter pitch	£25	Quarter pitch	£30	Quarter pitch	£35	Commercial	£100
Half pitch	£45	Half pitch	£50	Half pitch	£55	County FA	£85
Full pitch	£85	Full pitch	£90	Full pitch	£95	Professional Club	£85

Football Pitch – Holiday and Summer Use (18 weeks). All off peak hire.

Key partner clubs, CFA and Pro club	
Quarter pitch	£15
Half pitch	£25
Full pitch	£50

Other hire	
Quarter pitch	£20
Half pitch	£45
Full pitch	£65

Match Play Weekends	
5v5 Mini Soccer - quarter pitch 1 hour	£20
7v7 - half pitch 1 hour booking	£30
9v9- half pitch- 1.5 hours booking	£45
11v11- Full Pitch 2 hour booking	£75

4. Prices and 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 an electronic booking system. All bookings should be made via the online booking system School Hire using the following web link: www.schoolhire.co.uk/rickmansworth/st-clement-danes-school
- 4.2 Community Users have access to designated car parks within the School Premises and may only park in car parks designated for use by Community Users.

Schedule 3 Management Arrangements

- 1.1 St Clement Danes School are part of the Danes Educational Trust. The Danes Educational Trust is based at St Clement Danes School. The Trust has an association with St Clement Danes' founding charity, Holborn Estates, established in London in 1551.
- 1.2 The Local Governing Board of St Clement Danes School has a maximum of 12 Governors within the terms of Reference.
- 1.3 The Governing Board has two main committees; admissions and the SSPR.
- 1.4 The Local Governing Board meet termly, twice in the first term, whilst the main Danes Educational Trust Board also meet termly. Reports on the project will be shared to the Governing Board and will include an update on income and expenditure and maintenance regimes.
- 1.5 The school have an agreement with School Hire <https://schoolhire.co.uk/> to coordinate the lettings and hire of school facilities. This is an online portal that acts purely to manage bookings. Payment is made online for bookings or monthly invoices can be provided. The school still have to approve any bookings prior to confirmation and management of the facilities still sits with the school. The school will be able to identify existing block bookings and set the fee for the hire of facilities.
- 1.6 Opening and closing of facilities is managed through the two existing caretaking staff (including one onsite officer). It is proposed that moving forward, additional facility management support may need to be identified to support the caretaking staff, this could be via the appointment of a letting's coordinator. The outcome of the football development plan will be delivered by the schools Facility Manager.
- 1.7 The school Facilities Manager, with administration support, will be responsible for confirming bookings, liaising with school hire and customers, liaising with the PE staff and delivering programmes to increase use and achieve the football outcomes.
- 1.8 Daily maintenance of the pitch including the weekly brushing will be carried out by the school site team or the lettings coordinator as part of their daily work programme. Additional grounds work and maintenance are currently carried out by Adsum for the 2G Pitch and Frank Coopers and Son for the Grounds. The School will seek to establish a maintenance regime for the new AGP in line with the requirements of the pitch set out by SIS.
- 1.9 The school will establish a Football Steering Group specifically to look at the management and programming of the pitch and the delivery of the football development plan moving forward.
- 1.10 The remit of St Clement Danes School in the delivery of the project will be as follows:
 - to assume overall responsibility for the 3G pitch and delivery of the terms and conditions as laid out by the Football Foundation;
 - to ensure facilities are maintained and managed to a high standard;
 - to appoint and manage the staff in place as part of the project development;
 - to ensure sound financial sustainability for the pitch against the income and expenditure plans;
 - to agree the roles and responsibilities of all staff and site users;
 - to coordinate and manage lettings and hirers of the pitch;

- to receive information from the Football Steering Group for inclusion in Football Foundation M&E reports in relation to participation levels, community use and management; and
- to establish and monitor policies and procedures for users of the pitch, (including health and safety requirements).

1.11 The remit of the Football Steering Group will be:

- to contribute to, deliver, monitor and review the football development plan;
- to work with the school to maximise use of the pitch through coordinating activities and aligning club development programmes to support the outcomes of the football development plan;
- to provide information for inclusion in facility reports, (including participation numbers and targeted delivery plans); and
- to implement and review policies and procedures for users of the AGP.

1.12 The Football Steering Group will meet during the development of the project and then at least termly to review the delivery of the targets and the actions and objectives within the Football Development Plan. The partner club, (Chorleywood Common Youth FC), will also monitor and review their Football Development Plan at their club management meetings. An annual meeting will be held (before July each year) with the key site users to agree the programme of use for the forthcoming season and confirm any additional requirements for the site.

1.13 A sinking fund of £25,000 will be set aside within a ring fenced budget annually for the purpose of replacing the carpet on the pitch. Additional funding is included in the maintenance budget to cover minor repairs and day to day maintenance. Surplus from the pitch will be used to support the maintenance of grass pitches on site to improve their quality for the provision of community use.

Representative on the Football Steering Group

Rep	Main Responsibility	Key Skills
Governing Body / MAT Representative	Overview all areas Chair Meetings (tbc)	<ul style="list-style-type: none"> • Understands all issues • Delivery of contact • Completes M&E requirements
Headteacher / School lead	Track Finance Staff management	<ul style="list-style-type: none"> • Understands all issues • Manages staff and ensures staff are delivering requirements of the project • Understands finance issues • Reporting to funding providers and MAT • Ensures that Health & Safety guidelines are adopted and adhered to • Link with external contractors • Health and safety / site management

Facilities Manager	Delivery programme Income and expenditure Programme of use Maintenance Marketing and promotion	<ul style="list-style-type: none"> • Oversee site football development plan delivery • Consultation with key partner clubs and users • Establishes programme of use to generate participation including identifying additional lettings • Understands issues with facilities and needs • Point of contact for site users • Works with club on delivery of activities • Cleaning and maintenance
Head of PE / PE Departments representative (may not attend every meeting)	Delivery programme	<ul style="list-style-type: none"> • Delivery of football development plan • Education requirements • School club links
Chorleywood Common Youth Football Club (TBC – e.g. Chairman / Secretary / Football Development Officer)	Football Development Plan User interface	<ul style="list-style-type: none"> • Coordinated approach to football development plan and delivery. • Understands football club requirements • Represents users • Programme of use
Other clubs / site users (may not attend every meeting)	Football Development Plan User interface	<ul style="list-style-type: none"> • Develops wide knowledge of football & local needs • Understands football club requirements • Delivery of football development plan • Represents users • Programme of use
Three Rivers Council (may not attend every meeting)	Sports Development Strategic Overview	<ul style="list-style-type: none"> • Develops wide knowledge of sports & local needs • Delivery of football development plan • Programme of use
Hertfordshire FA (may not attend every meeting)	Overview all areas	<ul style="list-style-type: none"> • Understand all issues • Advise on current football development issues • Advise on County's Football Education & Training Programme • Supports delivery of football development plan

IN WITNESS whereof with the intention of declaring this instrument as a deed the Council has caused its common seal to be hereunto affixed and the other parties or their duly authorised representatives have set their hands the day and year first above written.

Signed by

Duly authorised by Danes Educational Trust t/a St Clement Danes School

Signed by

Duly authorised by Three Rivers District Council

Authorised Officer

Signed by

Duly authorised by the Hertfordshire County Football Association