

Date: November 2021

**London Borough of Barnet Greenspaces**

**and**

**London Borough of Barnet Council**

Draft Agreement in relation to arrangements for  
community use of sports facilities at Dame  
Alice Owen Playing Fields

In connection with Planning Permission  
20/1304/FUL

# Contents

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

DATE November 2021

- (1) **LONDON BOROUGH OF BARNET GREENSPACES** of 2 Bristol Avenue, Colindale, London, NW9 4EW (“The **Service**”)
- (2) **LONDON BOROUGH OF BARNET COUNCIL** of 2 Bristol Avenue, Colindale, London, NW9 4EW (“the **Council**”)

## **1. Recitals**

- 1.1 Planning Permission was granted by the Council for the Development subject to conditions. Condition 31 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 wider Playing Field site will be managed.
- 1.2 The parties wish to enter into this Agreement in order to make the Playing Field including the two cricket fields (including 9 cricket pitches and 1 non-turf cricket pitch), Cricket Nets, Pavilion, 2 small-sided junior football pitches and ancillary facilities, available for use by the local community in compliance with the terms of this Agreement and Condition 31.
- 1.3 The Council is the owner of the Pavilion and Playing Field and is responsible for their use.
- 1.4 The Council has responsibility for the provision of sports facilities in the Barnet 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:

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

<b>Casual Use</b>	means availability for any individual(s) or groups to book the Sports Facilities up to 7 days in advance for use on a pay-as-you-play basis, where space is available
<b>Development</b>	means new Pavilion Study Centre school buildings, new Pavilion, MUGA and ancillary facilities for which Planning Permission has been granted
<b>Sports Facilities</b>	means the sports facilities identified in Schedule 1 to this Agreement comprising of the Playing Field and Pavilion
<b>Management Team<sup>1</sup></b>	means the Council’s Greenspaces and Leisure service management team as defined in clause 5.1 of this Agreement
<b>Parties</b>	means the parties to this Agreement
<b>Planning Permission</b>	means planning permission (reference 20/1304/FULJ) granted by the Council on 4 August 2020
<b>Priority Groups</b>	means those groups identified by the Parties as being under-represented for the particular activity engaged in
<b>Review Committee</b>	means representatives of each of the Parties to this Agreement or their nominees

### 3. Aims

The Parties agree to pursue the following aims:

Demonstrate alignment with, and support the priority aims and objectives of the Fit & Active Barnet Framework, by:

Providing and promoting a space for the local community and organisations to participate in physical activity to achieve wider health and wellbeing outcomes,

---

<sup>1</sup> Delete definition if no Management Committee.

particularly amongst the boroughs most hard to reach and disadvantaged, where physical activity levels are lowest, and inequalities exist

Ensuring facilities embrace fair and equal access for all by:

- understanding and addressing barriers to participation;
- facilities meet recommended legislation and compliance standards for design, installation and maintenance e.g. Disability Discrimination Act;
- exploring obtaining industry recognised accreditations e.g. Inclusive Fitness Initiative. Dementia Friendly etc.

Providing affordable access to the facilities and to be self-financing in terms of community use.

#### **4. Arrangements for Community Use**

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

The Service 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 the local authority to provide a range of opportunities for the community. These will include new and local activities.

#### **5. Marketing and Promotion**

The Service 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.

#### **6. Management**

6.1 The Service's Management Team will be responsible for developing Community Use of the Sports Facilities in accordance with their terms of reference and the terms of this agreement.

6.2 Representatives of the Local Planning Authority will be invited to attend meetings of the Management Team or similar to discuss this agreement and its conditions, as well as the progress of the usage of the facilities for community use.

6.3 Under these terms of reference, the Management Team will, in accordance with this Agreement, apply the existing practical policy framework for the management and

operation of Sports Facilities during agreed periods of Community Use. This framework enables:

- (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 no greater than similar local authority 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;

6.4 The Service 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.
- (f) agree with community users of the facility that they shall be responsible for all reasonable measures to keep the facilities clean and tidy for the duration of their booking

## **7. Financial Matters**

7.1 The Service 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:

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

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

## **8. Monitoring and Review**

8.1 1 month prior to the date on which the Review Committee produces its annual report the Service 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.

8.2 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.

8.3 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.

8.4 The Service shall implement all reasonable recommendations of the Review Committee as soon as reasonably practicable.

8.5 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.

8.6 The Service shall not materially reduce the level of community access to the Sports Facilities required by Condition 31 of the Planning Permission without the prior written approval of the local planning authority following consultation with Sport England.

## **9. Duration of Agreement**

This Agreement shall operate for so long as the Facilities are provided in accordance with the Planning Permission. In the event the Service should cease the Parties agree to make every effort to secure the continued operation of the Sports Facilities for Community Use.

## **10. Dispute Resolution**

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

Both Parties will seek to agree a way forward without any further intervention

If no agreement reached then both Parties 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

Both Parties agree to be bound by the third party decision

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.

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

## **11. Authority**

The Service 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 sports areas and facilities to be made available for Community Use shall comprise the following (as shown edged red on the attached plan(s)):-



## Schedule 2

### Arrangements for Community Use

#### 1. Users

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

#### 2. Hours of Access

##### TERM-TIME

Community Use                      Mon - Fri : 08.00 – 20.00

Weekends (and school


holidays)                              Sat : 08.00 - 20.00

Sun : 08.00 - 20.00

#### 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 no greater than for similar local authority run facilities in Barnet.

3.2 The below table outlines the Council's fees and charges for the relevant lettings in 21/22. These are reviewed on an annual basis and approved by the relevant Committee.

Description	Unit of Measure	Charges 2021/22
Cricket season adult (Inc. pavilion)	Based On A 20 Week Season	
Cricket season junior (Inc. pavilion)	Based On A 20 Week Season	
Cricket casual adult (Inc. Pavilion)	Game	

Cricket casual junior (Inc. Pavilion)	Game			
Cricket nets adult	Hour			
Cricket nets junior	Hour			
Pavilion hire for schools or groups such as cubs and scouts	Session (Max 2 Hours)			
LBB Schools Cricket (Inc. pavilion)	Per Game			
Non LBB Schools Cricket (Inc. pavilion)	Per Game			
Pavilion with event/sports booking per hour (min charge 2 hrs per day)	Per Event			
Pavilion - without sport booking per hour (min charge 2 hrs per day)	Per Event			
Football casual junior (including pavilion)	Per Game			
Football season junior (Inc. pavilion)	Based on a 30 week season			
Football summer junior	Per Game			
LBB Schools Football (Inc. pavilion)	Per Game			
Non LBB Schools Football (Inc. pavilion)	Per Game			

#### **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:-
- (a) Prospective users will call the Council office during office hours to book a session on either the indoor or outdoor facilities
  - (b) A spreadsheet maintained by a nominated individual will list all bookings, available hours and key contact details
  - (c) Upon receipt of the required information, confirmation will be sent to the user via email, with written confirmation of their booking and further information
  - (d) This approach will be finalised and review by the service's management team, and amended as appropriate

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

- 5.1 Car parking spaces shall be available to park for community users in the Dame Alice Owens Playing Fields car park, accessed via Chandos Avenue.

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



Signed by

GEOFF MEE - INTERIM EXECUTIVE DIRECTOR (ENVIRONMENT)

Duly authorised by the Council