

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARROW

**And
AVANTI HOUSE TRUST**

DRAFT COMMUNITY USE AGREEMENT INDICATIVE ONLY

SERVICE LEVEL AGREEMENT

SUBJECT TO FURTHER DISCUSSION AND AGREEMENT

RECITALS

Avanti House Trust will be providing a secondary school with playing fields and sports facilities on the site of Whitchurch Playing Fields.

Avanti House Trust will develop manage and procure the operation of the facilities at the site

The Authority and Avanti House Trust wish to enter into this Agreement in order to make the sports facilities at the proposed school on the Whitchurch Playing Fields site available for use by the local community in recognition of the granting of a 125 year lease by the London Borough of Harrow at a peppercorn rent

The Authority has primary responsibility for the provision of sports facilities in the Harrow area for use by and for the benefit of the community and is desirous of entering into this Agreement in furtherance of that responsibility

1. DEFINITIONS AND INTERPRETATION

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

Facility	The community sports facilities specified in Schedule 1 forming part of the Premises at Whitchurch Playing Fields.
Group	means a group of companies within the meaning of section 42 of the Landlord and Tenant Act
Peak Use Period	5.00pm - 10.00pm weekdays and 12.00pm - 10.00pm weekends and bank holidays
Premises	The Premises as demised by the Lease
The Schools	Stanburn First School Stanburn Junior School Whitchurch First School and Nursery Whitchurch Junior School
Schools Others	Other Community Schools located within the London Borough of Harrow.
School Core Time	9.00am – 5.00pm weekdays during School term time

AIMS

The parties hereto agree to support the development of the Facility in order to pursue the following aims:

To increase and improve the quality of sporting and physical activity opportunities for the people of Harrow;

To raise the profile of sport within the local community.

To create a centre for sports development programmes

To provide a physical location for sports clubs as negotiated in partnership

To provide opportunities for local people and sports organisations to participate in sport and physical activity at the site and to develop their skills particularly among low participant groups

Where appropriate to establish partnerships with other stakeholders in the community to support sports club and voluntary sectors groups to help raise standards of coaching education, training and the identification of talent in Harrow schools.

OBJECTIVES

To maximise use of the Facility during term time and the School holidays between

9.00am and 10.00pm each day;

To give

(i) opportunities for beginners, for people wishing to improve their sporting skills via programmes of coaching and competition and training for players coaches and officials

(ii) specific activities aimed at attracting new participants from the following priority groups:

- a) 16 and under;
- b) 50 and over;
- c) girls and women;
- d) Lower socio economic groups;
- e) Black and Ethnic Minorities;
- f) People with Disabilities;
- g) Other specified target groups agreed between the parties to this Agreement;

subject to discussion with local schools should provides for a wide range of community sports (where feasible) including provision for:

- a) Sports Development Initiatives;
- b) Organised club sessions;
- c) Coaching courses;

MANAGEMENT

The Avanti House Trust agrees and undertakes with the Authority that it shall:-

Be responsible for the Facility and will resource manage and routinely maintain it in a manner that will enable achievement of the agreed targets.

Will provide heat light water and such other amenities as required for the Facility and its intended use

Will account to the appropriate undertaking in respect of the cost of gas fuel oil electricity water rates and taxes which may be attributable to such use of the Facility

Will insure and keep insured the Facility against all usual commercial risks including public liability in its full reinstatement value

Will establish a policy of affordable pricing that would not affect the sustainability of the Site

Will consult with the Authority on the content and evolution of a Sports Development Programme

Will consider any recommendations made by the Authority and amend any Sports Development Programme or any part of it to take into account the Authority's reasonable comments provided that these shall not be regarded as reasonable if they would require such an increase in Avanti House Trust's expenditure as to result in the operation of the Facility running at a loss

FINANCE

The Avanti House Trust shall be free to enter into agreements for making available the Premises and/or the Facility to other persons or bodies on such terms and at such costs as they may in their absolute discretion determine. Such agreements shall not however prejudice the operation of this Agreement

DURATION OF AGREEMENT

This Agreement will remain in force for the term of the Lease.

NO VARIATIONS

This Agreement may only be varied in writing by a document executed by all the parties hereto

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

NON-ASSIGNABILITY

The parties acknowledge that it is intended that this Agreement and the Lease remain vested in the same entity;

TERMINATION

The Authority shall be entitled to terminate the Agreement where 3 or more valid Rectification Notices for the same breach have been properly served by the Authority upon Avanti House Trust within any period of 12 months and Avanti House Trust has not used its reasonable endeavours to remedy the breach and (if applicable) where either party has invoked the provisions of (Dispute Resolution) the dispute has been determined leaving the final Rectification Notice in force;

The Authority may terminate the agreement in circumstances where it is entitled to do so by serving written notice upon Avanti House Trust and thereupon this Agreement shall automatically terminate without prejudice to the rights either party may have against the other in relation to matters arising before the date of termination

DISPUTE RESOLUTION

Avanti House Trust or the Authority may give notice to the other requiring a dispute between them (including any failure by them to agree a matter which they are at first instance required to do) of this Agreement to be referred to an independent person.

SCHEDULE 1

The Facility

1 x Full size Floodlit Artificial Grass Football Pitch

4 x small sided Grass Junior pitches 55m x 37m

4 x full size pitches 100m x 50m

2 cricket tables / pitch

Changing rooms and shower facilities for 12 teams

SCHEDULE 2

The Obligations

Avanti House Trust shall make available the Facility for :

1. *A minimum of 1000 hours per year during School Core Time of the Facility free of charge to The Schools*
2. *A minimum of 200 hours per year during School Core Time of the Facility at 50% of the standard off peak charge to the Other Schools*
3. *Harrow Schools FA up to 10 priority bookings annually of a full size pitch at 50% of the standard charge.*
4. *One annual Community Event for Stanmore Baptist Church(subject to the Authority's consent which can be unreasonably withheld)*
5. *A minimum of 250 hours per year during the Peak Use Period to be made available for Sports Clubs from within the Borough of Harrow*
6. *A minimum 250 hours per year for Instructive Sports Development Initiatives provided to Disability Organisations*
7. *Make available for a minimum of 100 hours per year selected local groups (to be agreed with LBH SDU) the opportunity to have priority booking rights for the Artificial Turf Pitches at agreed off-peak times.*
8. *In July and August each year offer priority booking rights to local schools and clubs who block book the facility for the whole season.*
9. *Enable Schools in the Borough to hire the 3G pitch for up to 10 Cup Finals each year during the peak use period at the standard off peak rate.*
10. *Subject to prior booking make available the facilities at cost for the selection and training of squads to represent Harrow in the London Youth Games.*
11. *Participate in the Harrow Card / Leisure Card scheme and offer discounted rates at the site for borough residents during off peak periods.*