

COMMUNITY USE AGREEMENT FOR THE BEACON CENTRE, RAYNERS LANE ESTATE

This agreement is made on

2007

Between

The Mayor and Burgesses of the London Borough of Harrow, Civic Centre, Harrow, Middlesex, HA1 2UL ("the Council")

And

Home Group Limited ("the Organisation") which expression will include successors in title to the Organisation and assignees

Whereas

(a) The Organisation has obligations under the agreement with the Council made under s.106 of the Town and Country Planning Act 1990 dated 14 October 2002 and the Transfer Agreement with the Council dated 14 October 2002 to replace existing community facilities at the Rayners Lane Estate.

(b) The Organisation approached the Council in 2005 for an additional £330,000 plus VAT in order to provide sport and leisure facilities additional to those required by the section 106 agreement.

(c) The Council has approved the additional funding of £330,000 plus VAT to the Organisation for the building and equipment for a sports/multi-use hall of 306m² and male and female showers and changing rooms subject to completion of this Agreement.

Definitions and Interpretation

"Agreement" means this agreement and its Schedules and any document incorporated by express reference or by necessary implication

"Agreement Period" means 5 years from the Commencement Date and thereafter from year to year until terminated.

"Authorised Officer" means the person nominated in writing, or any substitute nomination, by the Council to administer this Agreement on the Council's behalf and who will be the main contact for the Organisation in all matters pertaining to this Agreement.

"Centre" means the Beacon Centre, Scott Crescent, Rayners Lane, Harrow

"Commencement Date" means the date of signing of this Agreement.

"Core Hours" means the minimum hours for which the Centre is open to the public as set out in clause 7.1

"Council's Contribution" means £330,000 + VAT

"Management Committee" Means the Committee which the Organisation appoints to manage the Centre on behalf of The Organisation in accordance with clause 4

"Performance Indicators" Means the performance indicators set out in Schedule 1

"Performance Indicator Targets" means the targets set against the Performance Indicators

"Priority Groups" means people who are under 19 and over 45; girls and women; residents of the Rayners Lane Estate; black and ethnic minorities; registered disabled people and other specified target groups agreed by both parties from time to time

The Council and the Organisation ("the Parties") hereby agree as follows:

1. Payment

1.1 The Council will pay £330,000 + VAT to the Organisation immediately after the signing of this Agreement by the Parties.

2. Aims of the agreement

2.1 The Organisation agrees to operate the Centre in accordance with the following aims:

2.1.1 To widen access and encourage greater involvement in sports, leisure, arts and other active recreational activities, particularly amongst Priority Groups

2.1.2 To attract and increase participation by young people aged under 19 in sport, physical activity, arts and cultural activity by providing a high quality and attractive environment and sustainable programmes for their use.

2.1.3 To develop programmes in partnership with the community to encourage the participation of Priority Groups in sporting activity.

2.1.4 To provide opportunities for the community to share and develop skills and celebrate their achievements through arts and cultural activities.

2.1.5 To create opportunities for health improvements in the local community by delivering sporting and creative activities as part of healthy living projects and health information available at the Centre.

3. Costs

3.1 The Organisation will be wholly responsible for all revenue and capital costs incurred in connection with the Centre.

4. Management of the Centre

4.1 The Organisation will remain wholly responsible for the operation of the Centre. It will resource, manage and routinely maintain the Centre through the Rayners Lane Estate Committee in a manner that will promote the achievement of the aims referred to in clause 2 of this Agreement and the Performance Indicator Targets. The Rayners Lane Estate Committee will initially set up a Management Committee to take responsibility for the management of the Centre. The aim is to transfer the Centre to an independent Development Trust within two years of the Commencement Date.

4.2 The Management Committee will be established prior to the Commencement Date. The membership of the Management Committee must include the following:

- 4.2.1 the Council's Lead Councillor with Sport and Leisure responsibility
- 4.2.2 two local ward Councillors
- 4.2.3 one Council Officer (observer) which can be rotated
- 4.2.4 four elected Community Representatives
- 4.2.5 two tenant association representatives
- 4.2.6 one Representative from User Groups as and when a user representative body is established

4.3 The Rayners Lane Estate Committee shall have regard to the desirability of appointing members to the Management Committee with relevant commercial and business expertise.

4.4 When the Development Trust takes over the management of the building, the Council will continue to be represented as set out in clause 4.2.

5. Affordable Pricing Policy

5.1 The Organisation will establish and maintain a policy for affordable pricing based on similar facilities run for the benefit of local communities, which clearly demonstrates the potential to achieve the Performance Indicators. In particular, this will include:

- 5.1.1 A membership scheme which offers hire costs to individuals residing within the boundaries of the London Borough Of Harrow at 25% lower than the rate

normally charged and to residents of the Rayners Lane Estate at 50% lower than the rate normally charged. This scheme is to be introduced within one year of the Commencement Date.

- 5.1.2 Concessionary space hire rates of 25% lower than the rate normally charged for community groups, sports groups/clubs and schools based within and working predominantly with residents of the London Borough of Harrow

6. Cultural Strategy

- 6.1 The Organisation will develop a cultural strategy for the Centre in consultation with the Council. This strategy will be underpinned by arts and sports development programmes which will be measured annually against the agreed performance targets set by the Management Committee in consultation with the Council.
- 6.2 The strategy will be linked to the Council's Cultural Strategy, the Sport, Recreation and Open Space Strategy and any future strategy on sport and leisure produced by the Council. By this means the Organisation will work in close partnership with the Council to secure the long-term future of arts and sports development activity at the Centre.

7. Core hours for sports and arts activities

- 7.1 The Organisation will ensure that from 1 April 2007 arts, sports, leisure and learning activities occupy the proportion of time that the Centre is open to the public as detailed below:

| | |
|----------------------------------|----------------------|
| Main Hall | 50% of opening hours |
| Activity Room(s) | 40% of opening hours |
| ICT Suite | 50% of opening hours |
| Entrance Foyer (for exhibitions) | 20% of opening hours |

8. Availability of the Centre to the Council

- 8.1 In addition to the Organisation's own arts and sports programme, under the terms of this Agreement, it will make available the Centre, at a cost reduction of 50%, to the Council's Arts and Sports Development teams for their own activities for one session of four continuous hours per month. The Council's Arts and Sports

Development teams will give a minimum of one month's notice of their intention to use this allocation, times and dates of which to be mutually agreed with the Organisation. The Organisation may count Council usage of the Centre for arts and sports activities towards the Organisation's required allocation of use for such activities.

9. Opening times

9.1 Subject to programming detail both parties agree that the common intention is that the Centre will be open to the general public at all reasonable times during the day and in the evenings, subject to a minimum of 48 hours per week over seven days every week throughout the year. It is acknowledged that access to the Centre may be subject to reasonable restrictions on use which may be required on certain bank and public holidays and subject to short term closures or restrictions for maintenance, repair, security or other proper reason.

10. Marketing

10.1 The Organisation must produce a marketing strategy detailing how it will promote the use of the Centre in accordance with the aims of this agreement as set out in clause 2 and the achievement of the Performance Indicator Targets. The strategy will:

10.1.1 include budget proposals and responsibility for implementation

10.1.2 be reviewed annually.

10.1.3 Provide for advertising including appropriate advertising targeted at Priority Groups

10.1.4 Include provision for advertisement of the Centre on the Council's website

11. Publicity

11.1 The Organisation will ensure that at all times that the Centre is open to the public, there is information available via notices and leaflets about the opening hours, activities and facilities available, and the prices that apply to these services.

The Organisation will ensure that such information is clearly displayed, up to date, accurate and accessible by visitors to the Centre.

11.2 The Organisation will ensure that the Council's support for the Centre is recognised on all publicity material and stationery. Where stationery, publicity material, or other material bear the Organisation's name and/or logo, the Council's logo and lettering will also appear.

11.3 The Organisation will ensure that no publicity material causes offence or embarrassment to users of the Centre or to the Council. The Council reserves the right to require any material, which it reasonably considers offensive or detrimental to the image of the Council to be withdrawn.

12. Sponsorship

12.1 There are no limitations as to the extent or value of sponsorship arrangements sought by the Organisation, however all sponsorship arrangements and advertising of the same will meet with standards of public decency and good taste.

13. Performance Indicators / Monitoring

13.1 The Organisation will use its best endeavours to achieve the Performance Indicators

13.2 The Organisation must operate a system to enable assessment of whether the Performance Indicators have been met.

13.3 If one or more of the Performance Indicators are not met in any year the Organisation will assess the reasons for the failure and set this out in a report to the Management Committee. An action plan should then be formulated which will set out the actions to be taken to work towards the achievement of the Performance Indicator during the following year. If necessary, the target for the Performance

Indicator(s) may be reviewed if the Management Committee is satisfied that it was genuinely not achievable.

13.4 The Performance Indicators and Performance Indicator Targets will be reviewed bi-annually by the Management Committee to ensure they are relevant and achievable. At the end of the second year of operation the Organisation will agree with the Council performance indicators for years 3, 4 and 5, building on the achievements and lessons learned from years 1 and 2.

13.5 Records kept by the Organisation will be made available for inspection by the Council if reasonably requested, subject to the provisions of Data Protection legislation applicable at the time..

13.6 Regular Monitoring and Review meetings will take place on mutually convenient dates between The Organisation and the Council.

13.7 The Organisation will supply a full monitoring report to the Council if reasonably requested on no more than an annual basis. The report will enable actual performance to be assessed against the Performance Indicators.

14. Quality assurance

14.1 The Organisation will attain registration by external assessment with Quest (the UK standard for sport and leisure) or equivalent in respect of its Facility Management standard. This must be achieved within two years of the Commencement Date.

14.2 The Organisation will maintain its registration with Quest on an ongoing basis.

15. Insurance and Indemnity

15.1 The Organisation will effectively maintain or cause to be maintained the following minimum insurance arrangements, and at the request of the Council will produce evidence that it has done so.

15.1.2 Employer's Liability (a minimum of £10 million in respect of any single occurrence or series of occurrences arising out of the same event) covering all employees at the Centre

15.1.3 Public Liability (a minimum of £10 million in respect of any single occurrence or series of occurrences arising out of the same event)

15.2 The Organisation will be liable for and will indemnify and keep indemnified the Council, its officers, employees, agents and other contractors against all liabilities, damages, costs, losses, claims, expenses, demands and proceedings whatsoever, incurred by or made against the Council, its officers, employees, agents and other contractors in respect and howsoever arising whether in contract, tort or otherwise, as is or may be due to the negligent acts of the Organisation, its servants, agents, contractors, invitees or licencees.

16. Equal opportunities

16.1 The Organisation must comply with their statutory obligations in relation to service provision under the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995 and the Equality Act 2006.

16.2 Without prejudice to clause 15.1 above, the Organisation will adopt policies and practices in relation to service provision which assist in achieving the Performance Indicator Targets in relation to the Priority Groups.

17. Review and variation of the Agreement

17.1 The Agreement will be reviewed one year after the Commencement Date. Thereafter, reviews will take place as agreed between the parties but at intervals of not less than three years.

17.2 Either party may from time to time request changes to the terms of the Agreement. Such a request should be submitted in writing to the other party. The other party will consider the request in good time and respond within 28 days of receipt of the request giving its decision and, if the request is refused, explanation of

the decision. Neither party is bound to accept a request for variation of the Agreement.

17.3 No term or provision of this Agreement will be considered as waived by any party to this Agreement unless a waiver is given in writing by that party.

17.4 If an agreed change has cost or other implications for this Agreement, the parties will seek to agree appropriate changes to this Agreement.

17.5 For the avoidance of doubt, the Core Hours specified in the Agreement cannot be changed without the Council's written consent which can be withheld at its absolute discretion.

18. Rights of third parties

18.1 Neither party intends to confer any right or benefit upon a third party and, for the avoidance of doubt, the provisions of the Contracts (Rights of Third Parties) are expressly excluded from this Agreement.

19. Law

19.1 This Agreement will be subject to, construed and interpreted in accordance with English Law.

20. Dispute Resolution

20.1 The Parties will attempt to resolve by agreement any dispute between them in respect of any matter relating to this Agreement.

20.2 If either party considers that the other has failed to comply with the terms of this Agreement, then the following will happen:

20.2.1 The matter will be discussed at a meeting between the Authorised Officer and a representative of the Organisation within 7 working days.

20.2.2 If the matter is not resolved, then a meeting will be arranged between senior management from the Council and the Organisation's chief executive officer or

representative. This meeting may be called at the request of either party, and should take place within 14 days.

20.2.3 If still not resolved, then both parties may agree to refer the matter to an individual agreeable to both parties for mediation.

20.2.4 If the matter cannot be satisfactorily resolved through mediation or the Parties do not agree to mediation it may be referred, subject to agreement by both Parties, to an independent arbitrator who is acceptable to both Parties.

20.2.5 In the event that the Parties cannot agree on an arbitrator within a further 28 days the matter will be referred to the President of the Institute of Arbitrators who will decide upon a suitable arbitrator.

20.2.6 The arbitrator will be entitled to make such decision as s/he thinks just and equitable having regard to the circumstances then existing. The decision of the arbitrator, including the costs, will be final and binding upon the Council and the Organisation.

21. Severance

21.1 If any term, condition or provision in this Agreement is held to be invalid unlawful or unenforceable to any extent such term condition or provision will not (save where it goes to the root of this Agreement) affect the validity, legality or enforceability of the remaining parts of this Agreement.

22. Termination of the Agreement

22.1 The intention of the Parties is that the Agreement will only be terminated by mutual agreement

22.2 The Organisation may only terminate the Agreement unilaterally after five years following the Commencement Date PROVIDED THAT ALWAYS the Centre continues to be retained as a community building in perpetuity in accordance with clause 5.2 of the Section 106 agreement dated 14 October 2002 made between the London Borough Of Harrow and Home Group Limited.

22.3 No unilateral termination may take place unless the Parties have complied with clause 20.

23. Refund of the Council's Contribution

23.1 If the Centre ceases to operate, the Organisation undertakes to repay the Council's Contribution on a sliding scale tapered on a 20% reduction per year elapsed since the Commencement Date.

23.2 The operation of clause 21.1 above is without prejudice to any other rights or remedies available to the Council under the terms of this Agreement or otherwise.

24. Registration of Restriction at the Land Registry

24.1 The Organisation shall, within 14 days of the Commencement Date, submit an application to the Land Registry for the registration of a restriction against the registered estate in which The Beacon Centre is situated. The restriction shall be in the following form:

'No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, is to be registered without a certificate given by the Mayor and Burgesses of the London Borough Of Harrow of PO Box 2 Civic Centre, Station Road, Harrow HA1 2UH, that the provisions of clause 22.1 of the agreement made between the London Borough Of Harrow and Home Group Limited dated _____ have been complied with'

Execution

IN WITNESS of which the Parties have executed this Agreement as a deed the day and year before first written.

Executed as a deed by
The Mayor and Burgesses of the
London Borough Of Harrow
In the presence of

Authorised Officer

Executed as a deed by
Home Group Limited
[HGL to complete]

SCHEDULE 1
PERFORMANCE INDICATORS

| Performance Indicator | Target for the year April 2007-April 2008 | Target for the year April 2008-April 2009 |
|---|--|--|
| Total number of people entering the Centre for sports, leisure, or arts activities | 3000 | 4000 |
| Number of Community Learning Programmes undertaken at the Centre | 5 | 6 |
| Number of weeks in which arts and sports holiday programmes take place at the Centre | 5 | 8 |
| Number of Youth Sports or Arts Clubs /After-school Sports of Arts clubs using the Facilities on more than 8 occasions during the year | 4 | 5 |
| Number of community sports or arts clubs using the Facilities during the year | 5 | 7 |
| Total number of GP referral schemes at the Centre | 1 | 2 |
| Number of participatory projects engaging professional artists/performance companies | 1 | 2 |
| Representation of Rayners Lane Estate community groups connected with the Facilities in Harrow's borough-wide cultural festivals | 1 festival | 3 festivals |
| Amount of external funding secured for sports, arts and cultural activities at the centre (working toward a £30,000 contribution in year 5) | £2,250 | £7,500 |
| Number of London Youth Games Training Sessions | 4 | 5 |
| Number of young people aged 17-25 years introduced to arts or sports skills leading to educational, training or employment opportunities | 5 | 10 |

| | | |
|--|-----|-----|
| Number of participants in sports coach education programmes | 5 | 10 |
| Number of public performances (music, theatre, film/media) by professional, youth or community groups | 10 | 15 |
| Number of visual art exhibitions/ installations by professional, amateur, youth or community artists | 2 | 4 |
| Number of partnership projects developed by the Organisation with external agencies to deliver the arts and sports programme at the Centre | 3 | 4 |
| Priority Groups – Percentage of total participation figures | | |
| Young People aged under 19 | 30% | 40% |
| People aged over 45 | 30% | 40% |
| Residents of the Rayners Lane Estate | 30% | 40% |
| People from BME groups | 30% | 40% |
| People who are Registered Disabled | 5% | 6% |
| Women and Girls | 30% | 40% |