

Appendices



ON BEHALF OF TOOTING & MITCHAM SPORTS & LEISURE LTD

MAY 2022

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NB1:- Proposed MOL release & context diagram

NB2:- Decision notice ref: 19/P4094; associated S106; & approved layout plan

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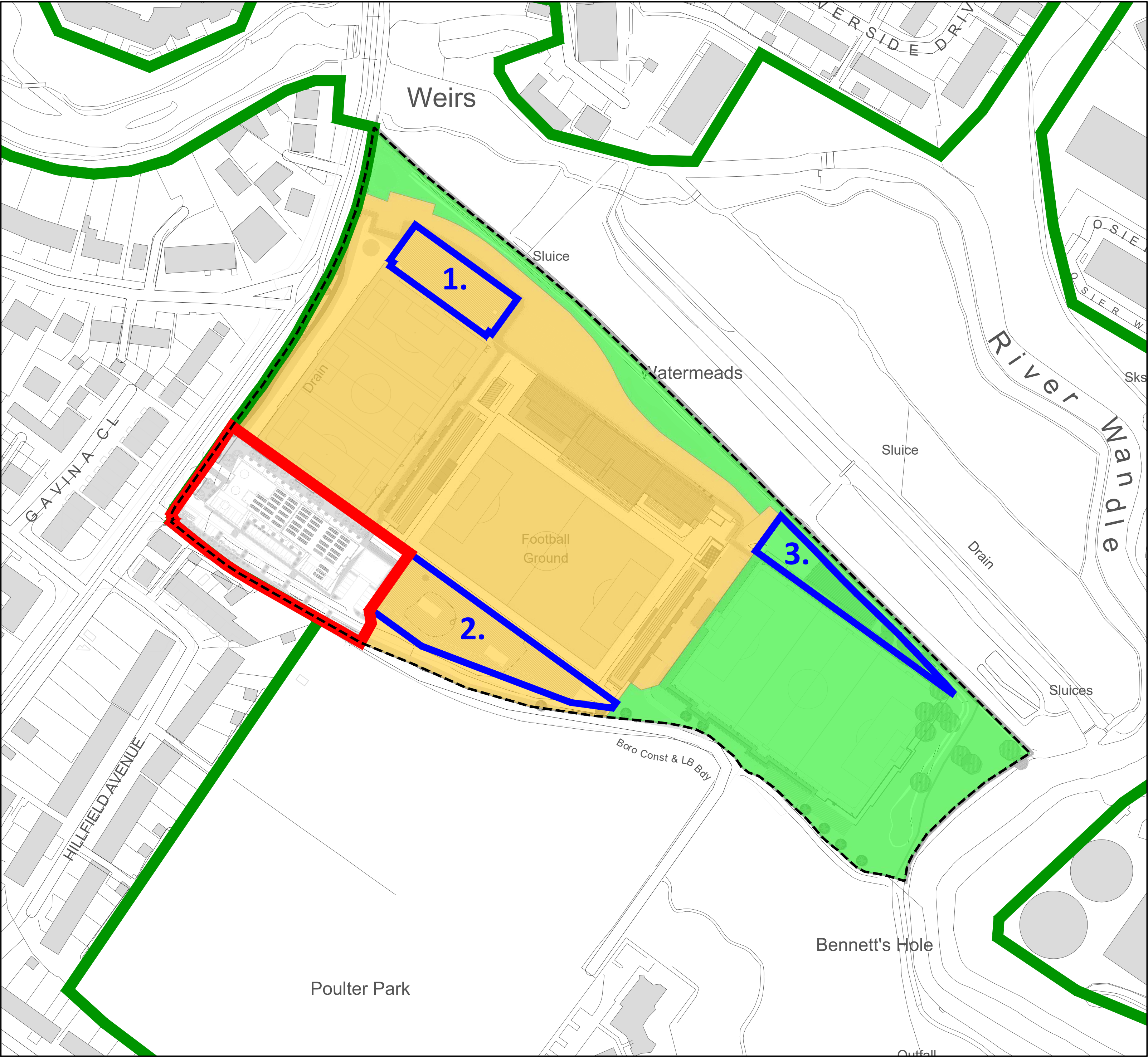
NB4:- TM United Scholarship Programme

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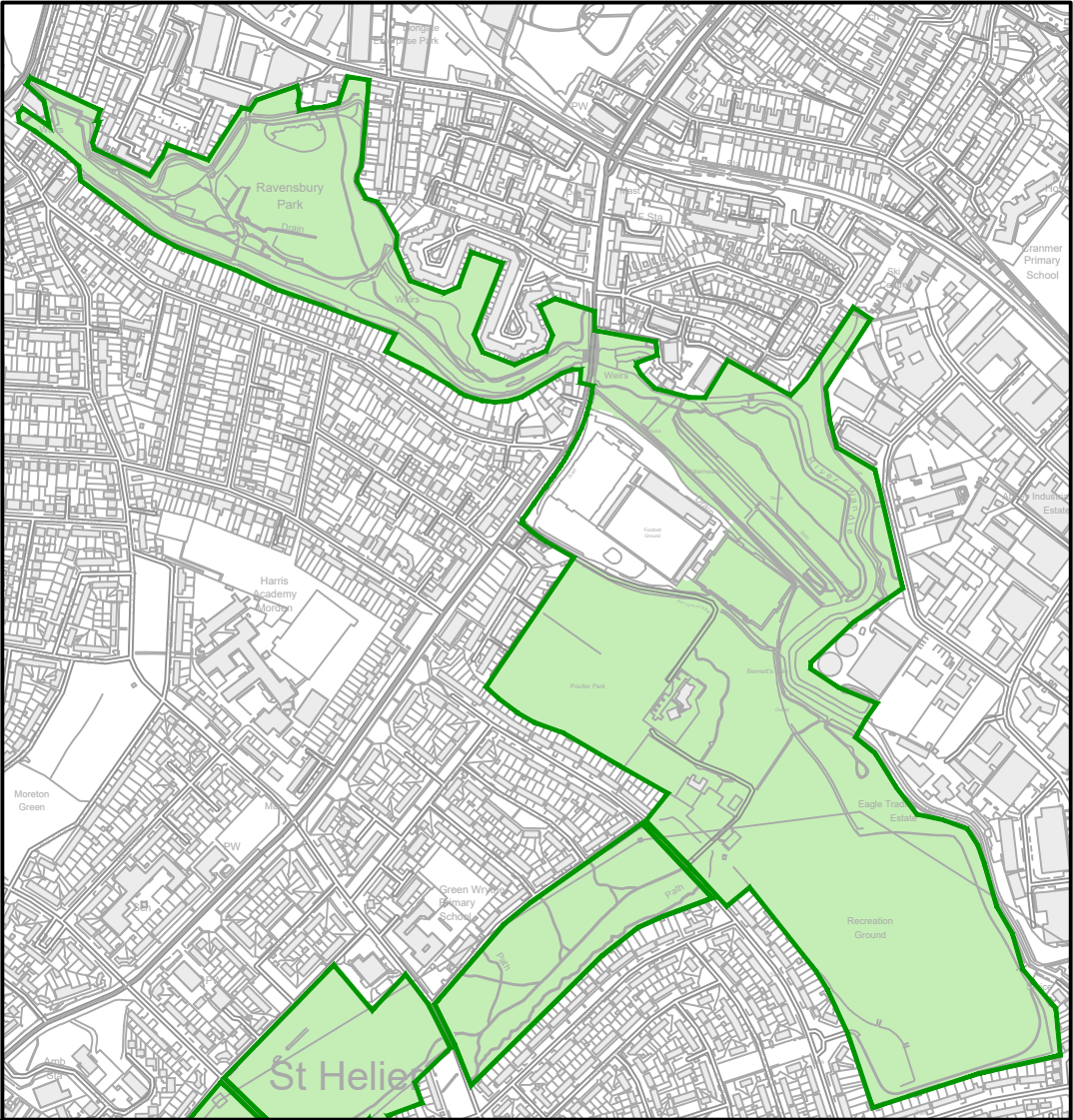
NB6:- Site photographs

NB7:- Draft Statement of Common Ground (SoCG)

Appendix NB1:- Proposed MOL release & context diagram



- Site Boundary
- 5.54Ha / 13.69Ac
- Draft Allocation MO3 (to be removed from the MOL)
- 0.52Ha / 1.28Ac
- Extent of Existing MOL Boundary
- Sites with Extant Planning Permission
- Previously developed land which serves no MOL purpose with potential to be removed from MOL
- 3.28Ha / 8.11Ac
- Green Infrastructure and Biodiversity area to remain MOL
- 1.73Ha / 4.27Ac



- Draft Allocation MO3 (to be removed from the MOL)
- Extent of MOL Boundary after the removal of Previously Developed Land

Project
TOOTING & MITCHAM F.C.



Drawing Title
SITE LAYOUT AND DESIGNATIONS

Date 17.05.22	Scale 1:5000@A2	Drawn by M.D.	Check by L.P.
Project No 34142	Drawing No RG-M-01	Revision -	





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Glasgow Leeds London Manchester Newcastle Reading Southampton

Appendix NB2:- Planning permission 19/P4094; S106 & approved layout plan

SUSTAINABLE COMMUNITIES DIVISION

Head of Sustainable Communities - James McGinlay



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Town and Country Planning Act 1990 Planning Permission Decision Notice 19/P4094

The London Borough of Merton as Local Planning Authority hereby **GRANTS Planning Permission** for the works specified in the First Schedule below subject to the conditions specified in the Second Schedule below.

First Schedule – Particulars of application

Application Number: 19/P4094
Location: Imperial Fields Tooting & Mitcham Football Club, Bishopsford Road, Morden, SM4 6BF
Proposal: ERECTION OF 6 STOREY RESIDENTIAL BUILDING COMPRISING 77 RESIDENTIAL UNITS WITH ASSOCIATED PARKING AND LANDSCAPING
Approved Plans: See Condition 2 (plans)

Second Schedule – Conditions

- 1 The development to which this permission relates shall be commenced not later than the expiration of 3 years from the date of this permission.
Reason: To comply with Section 91 (as amended) of the Town & Country Planning Act 1990.
- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: Site location plan and drawings 17/640/P006 Rev E, 17/640/P600 Rev B, 17/640/P601 Rev A, 17/640/P602 Rev A, 17/640/P603, 17/640/P604, 17/640/P605, 17/640/P606 Rev B, 17/640/P008 Rev B, 17/640/P610 Rev A, 17/640/P611 Rev A, 17/640/P612, 17/640/P613 Rev A, 17/640/P614, 17/640/P615 & 17/640/P620 Rev A
Reason: For the avoidance of doubt and in the interests of proper planning
- 3 The facing materials to be used for the development hereby permitted shall be those specified in the application form unless otherwise agreed in writing by the Local Planning Authority.
Reason: To ensure a satisfactory appearance of the development and to comply with the following Development Plan policies for Merton: policy D4 of the London Plan 2021, policy CS14 of Merton's Core Planning Strategy 2011 and policies DM D2 and D3 of Merton's Sites and Policies Plan 2014.
- 4 No above ground level works shall commence until full details of a landscaping scheme have been submitted to and approved in writing by the LPA and these works shall be carried out in the first available planting season following the completion of the development or prior to the occupation of any part of the development, whichever is the sooner. The details shall include on a plan, the size, species, spacing, quantities and location of the plants, such details shall include the replacement TPO'd



tree. Any trees which die within a period of 5 years from the completion of the development, are removed or become seriously damaged or diseased or are dying, shall be replaced in the next planting season with others of the same approved specification, unless the LPA gives written consent to any variation..

Reason: To enhance the appearance of the development in the interest of the amenities of the area, to ensure the provision sustainable drainage surfaces and to comply with the following Development Plan policies for Merton: policies G3, G6 and SI 13 of the London Plan 2021, policies CS13 and CS16 of Merton's Core Planning Strategy 2011 and policies DM D2, DM F2 and DM O2 of Merton's Sites and Policies Plan 2014.

- 5 The hardstanding hereby permitted shall be made of porous materials, or provision made to direct surface water run-off to a permeable or porous area or surface within the application site before the development hereby permitted is first occupied or brought into use.

Reason: To reduce surface water run-off and to reduce pressure on the surrounding drainage system in accordance with the following Development Plan policies for Merton: policy SI 13 of the London Plan 2021, policy CS16 of Merton's Core Planning Strategy 2011 and policy DMF2 of Merton's Sites and Policies Plan 2014.

- 6 The development hereby approved shall not be occupied until the refuse and recycling storage facilities shown on the approved plans have been fully implemented and made available for use. These facilities shall thereafter be retained for use at all times.

Reason: To ensure the provision of satisfactory facilities for the storage of refuse and recycling material and to comply with the following Development Plan policies for Merton: policies T4 and T7 of the London Plan 2021, policy CS17 of Merton's Core Planning Strategy 2011 and policy DM D2 of Merton's Sites and Policies Plan 2014.

- 7 The development hereby permitted shall not be occupied until the cycle parking shown on the plans hereby approved has been provided and made available for use. These facilities shall be retained for the occupants of and visitors to the development at all times.

Reason: To ensure satisfactory facilities for cycle parking are provided and to comply with the following Development Plan policies for Merton: policy T5 of the London Plan 2021, policy CS18 of Merton's Core Planning Strategy 2011 and policy DM T1 of Merton's Sites and Policies Plan 2014.

- 8 Parking facilities to be implement prior to occupation including 20% of all car spaces with active electric vehicle charging points (EVCP), with the remainder provided with passive provision.

Reason: To ensure the provision of a satisfactory level of parking and comply with the following Development Plan policies for Merton: policy T6.1 of the London Plan 2021, policy CS20 of Merton's Core Planning Strategy 2011 and policy DM T3 of Merton's Sites and Policies Plan 2014.

- 9 No demolition or construction work or ancillary activities such as deliveries shall take place before 8am or after 6pm Mondays - Fridays inclusive, before 8am or after 1pm on Saturdays or at any time on Sundays or Bank Holidays.

Reason: To safeguard the amenities of the area and the occupiers of neighbouring properties and ensure compliance with the following Development Plan policies for Merton: policies D3 & D14 of the London Plan 2021 and policy DM EP2 of Merton's Sites and Polices Plan 2014.

- 10 No above ground level works shall commence until details of site access and road junction layout have been submitted to and approved in writing the Local Planning Authority. Those approved details shall be implemented prior to any such above ground works: Reason: In the interests of the safety of pedestrians and vehicles and



to comply with the following Development Plan policies for Merton: policies CS18 and CS20 of Merton's Core Planning Strategy 2011 and policies DM T2, T3, T4 and T5 of Merton's Sites and Policies Plan 2014

- 11** No above ground works shall commence until a Delivery and Servicing Plan (the Plan) has been submitted in writing for approval to the Local Planning Authority. No occupation of the development shall be permitted until the Plan is approved in writing by the Local Planning Authority and implemented in accordance with the approved plan. The approved measures shall be maintained, in accordance with the Plan, for the duration of the use, unless the prior written approval of the Local Planning Authority is obtained to any variation.
- Reason: To ensure the safety of pedestrians and vehicles and the amenities of the surrounding area and to comply with the following Development Plan policies for Merton: policy T7 of the London Plan 2021, policy CS20 of Merton's Core Planning Strategy 2011 and policies DM T2, T3 and T5 of Merton's Sites and Policies Plan 2014.
- 12** Prior to the commencement of the development hereby permitted, a Construction Logistics Plan shall be submitted to and approved in writing by the Local Planning Authority. The approved measures shall be implemented prior to the first occupation of the development hereby permitted and shall be so maintained for the duration of the use, unless the prior written approval of the Local Planning Authority is first obtained to any variation.
- Reason: To ensure the safety of pedestrians and vehicles and the amenities of the surrounding area and to comply with the following Development Plan policies for Merton: policy T4 of the London Plan 2021, policy CS20 of Merton's Core Planning Strategy 2011 and policy DM T2 of Merton's Sites and Policies Plan 2014.
- 13** No above ground level works shall commence until a Parking Management Strategy has been submitted in writing for approval to the Local Planning Authority. No works that is subject of this condition shall be carried out until this strategy has been approved, and the development shall not be occupied until this strategy has been approved and the measures as approved have been implemented. Those measures shall be maintained for the duration of the use unless the prior written approval of the Local Planning Authority is obtained to any variation
- Reason: To ensure the provision of a satisfactory level of parking and comply with the following Development Plan policies for Merton: policies T6, T6.1 & T7 of the London Plan 2021, policy CS20 of Merton's Core Planning Strategy 2011 and policy DM T3 of Merton's Sites and Policies Plan 2014.
- 14** Prior to the commencement of above ground works details of site access and road junction layout shall be submitted to and be approved in writing by the Local Planning Authority Those approved details shall be implemented prior to any such above ground works. Reason: In the interests of the safety of pedestrians and vehicles and to comply with the following Development Plan policies for Merton: policies CS18 and CS20 of Merton's Core Planning Strategy 2011 and policies DM T2, T3, T4 and T5 of Merton's Sites and Policies Plan 2014
- 15** The development hereby approved shall be undertaken in accordance with the recommendations of the Noise Impact Assessment compiled by Acoustic Associates dated January 2020. Reason to protect the amenity of occupiers in accordance with Policy DM EP 2 of the Merton Sites and Polices Plan 2014
- 16** Prior to the practical completion certificate being issued, sound testing shall take place inside the flats which face on to the Artificial Grass Pitch and are most exposed to pitch activity noise to ensure that the sound levels do not exceed 30dB LAeq,16hr or 31.3dB LAeq,1hour, whichever is higher. If the results fail to meet those set out in the report, remedial work will be carried out and retesting will be carried out in the affected area(s), prior to the occupation of the affected flat(s).



Reason: To protect the Artificial Grass Pitch's availability of use and to accord with Development Plan Policy DM EP 2 of the Sites and Policies Plan 2014 and Policy D13 of the London Plan 2021

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The mechanical ventilation system to provide background and purge ventilation mentioned in the planning application is to be commissioned and tested prior to occupation of the flats, and thereafter maintained in accordance with the manufacturer's instructions.

Reason: To protect the Artificial Grass Pitch's availability of use and to accord with Development Plan Policy DM EP 2 of the Sites and Policies Plan 2014 and Policies D13 and D14 of the London Plan 2021

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Energy Strategy & Overheating Assessment;

No above ground level works shall commence until the applicant submits to, and has secured written approval from, the Local Planning Authority an updated energy strategy and supporting evidence demonstrating that the proposed development has maximised savings through energy efficiency and mitigated the risk of overheating in line with the GLA's guidance on preparing energy assessments (2020)

Reason: To ensure that the development achieves a high standard of sustainability, makes efficient use of resources and minimises the risk of overheating, and to comply with the following Development Plan policies for Merton: Policies SI 2 and SI 4 of the London Plan 2021, and Policy CS15 of Merton's Core Planning Strategy 2011.

19

District Heat Networks London Heat Networks Manual;

No above ground level works shall commence until the applicant submits to, and has secured written approval from, the Local Planning Authority evidence demonstrating that the development has been designed to enable connection of the site to an existing or future district heating network, in accordance with the Technical Standards of the London Heat Network Manual (2014).'

Reason: To demonstrate that the site heat network has been designed to link all building uses on site (domestic and non-domestic), and to demonstrate that sufficient space has been allocated in the plant room for future connection to wider district heating, in accordance with London Plan 2021 policies SI 2 & SI 3.

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Internal water usage rates;

No above ground level works shall commence until evidence has been submitted to and approved in writing by the Local Planning Authority confirming that the development will achieve internal water usage rates of no greater than 105 litres per person per day.

Reason: To ensure that the development achieves a high standard of sustainability and makes efficient use of resources and to comply with the following Development Plan policies for Merton: Policy SI 5 of the London Plan 2021, and with Merton's Core Planning Strategy 2011.

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Carbon reductions and internal water usage rates;

No part of the development hereby approved shall be occupied until evidence has been submitted to the Local Planning Authority confirming that the development has achieved CO2 reductions in accordance with those outlined in the Applicant's Energy Strategy dated April 2020, and internal water consumption rates of no greater than 105 litres per person per day.

REASON:

To ensure that the development achieves a high standard of sustainability and makes efficient use of resources and to comply with the following Development Plan policies for Merton: Policies SI 2 & SI 5 of the London Plan 2021, and with Merton's Core Planning Strategy 2011 Policy CS 15.



- 22** The development hereby permitted by this planning permission shall ensure that finished floor levels for all residential units shall be set no lower than 300mm above the 1 in 100 year plus climate change flood level (in metres above Ordnance Datum) as agreed in the submitted Flood Risk Assessment and Addendum. The measures shall be fully implemented and subsequently maintained, in accordance with the timing / phasing arrangements embodied within the Flood Risk Assessment and Addendum or within any other period as may subsequently be agreed, in writing, by the Local Planning Authority. Reason: To reduce the risk of flooding to the proposed development and occupants thereof in accordance with Sites and Policies Plan policy DM F1.
- 23** Prior to any works within 5m of the ditch, or including culverting, realignment or diversion works to the ditch, a detailed drainage investigation and inspection (via CCTV survey) of the existing drainage ditch shall be undertaken to check its capacity, condition and any lateral connections and flow direction. As the proposed scheme includes realignment of the drainage ditch, no culverting must be undertaken and this inspection is required to be done before any realignment or diversion work to ditch takes place. Reason: To ensure the risk of flooding to the proposed development is not increased and the capacity and condition of the ditch is not compromised before any diversion takes place in accordance with Merton Sites and Policies plan policy DM F1.
- 24** No development approved by this permission other than enabling works shall be commenced until a detailed scheme for the provision of surface and foul water drainage has been submitted to and approved in writing by the local planning authority. The drainage scheme will include detailed drainage layout construction drawings and dispose of surface water by means of a sustainable drainage system (including green roofs, permeable paving, SuDS tree pits and Raingardens) at a restricted runoff rate (no more than 3l/s) and attenuation provision of no less than 328m³, in accordance with drainage hierarchy contained within the London Plan Policies SI 12 & SI 13 and SPG and the advice contained within the National SuDS Standards. Reason: To reduce the risk of surface and foul water flooding to the proposed development and future users, and ensure surface water and foul flood risk does not increase offsite in accordance with Merton's policies CS16, DMF2 and the London Plan 2021 policy SI13.
- 25** Prior to the commencement of ground level works a Fire Safety Strategy shall be submitted to and approved in writing by the Local Planning Authority. Prior to occupation of the residential development hereby approved the Fire safety measures detailed in the approved document shall be implemented and retained thereafter unless or until they require amendment in accordance with updated Fire Safety Regulations. Reason to provide a safe living environment and to reduce the risk of fire related danger in accordance with London Plan 2021 policy D12 and Merton Sites and Policies Plan 2014 policy DM D2.
- 26** Prior to the commencement of ground level works details of child play areas relating to the residential development shall be submitted to and approved in writing by the Local Planning Authority. Prior to occupation of the residential development hereby approved the Child Play areas detailed in the approved document shall be implemented and retained thereafter unless . Reason to provide safe and suitable child play space in accordance with London Plan 2021 policy S4 and Merton Sites and Policies Plan 2014 policy DM D2.
- 27** Informative;
The prior written consent of Merton Council as Lead Local Flood Authority, under the Land Drainage Act is required for any proposed works to the existing ditches



(Ordinary Watercourse) including any proposed realignment or diversions. Any proposal for culverting other than for access via a small bridge will not be permitted.

- 28** Informative;
No surface water runoff should discharge onto the public highway including the public footway or highway. When it is proposed to connect to a public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required (contact no. 0845 850 2777).
No waste material, including concrete, mortar, grout, plaster, fats, oils and chemicals shall be washed down on the highway or disposed of into the highway drainage system
- 29** Informative;
The Council as local planning authority, recognizes the importance of achieving high standards of site practice and workmanship in the course of construction and acknowledges that this will have significant influence upon the quality of the finished brickwork.

The applicant is therefore encouraged to follow the advice set out in the Brick Development Association publication: Good site practice and workmanship (December 2015) <https://www.brick.org.uk/admin/resources/g-good-site-practice-workmanship.pdf> when implementing the development hereby approved.
- 30** Informative;
Carbon emissions evidence requirements for Post Construction stage assessments must provide:
Detailed documentary evidence confirming the Target Emission Rate (TER), Dwelling Emission Rate (DER) and percentage improvement of DER over TER based on 'As Built' SAP outputs (i.e. dated outputs with accredited energy assessor name and registration number, assessment status, plot number and development address); OR, where applicable:
A copy of revised/final calculations as detailed in the assessment methodology based on 'As Built' SAP outputs; AND Confirmation of Fabric Energy Efficiency (FEE) performance where SAP section 16 allowances (i.e. CO2 emissions associated with appliances and cooking, and site-wide electricity generation technologies) have been included in the calculation
- 31** Informative;
Water efficiency evidence requirements for post construction stage assessments must provide:
Documentary evidence representing the dwellings 'As Built'; detailing:
the type of appliances/ fittings that use water in the dwelling (including any specific water reduction equipment with the capacity / flow rate of equipment); the size and details of any rainwater and grey-water collection systems provided for use in the dwelling; AND: Water Efficiency Calculator for New Dwellings; OR Where different from design stage, provide revised Water Efficiency Calculator for New Dwellings and detailed documentary evidence (as listed above) representing the dwellings 'As Built'
- 32** In accordance with paragraph 38 of the NPPF, The London Borough of Merton (LBM) takes a positive and proactive approach to development proposals focused on solutions. LBM works with applicants/agents in a positive and proactive manner by:
- i) Offering a pre-application advice and duty desk service.



- ii) Where possible, suggesting solutions to secure a successful outcome.
- iii) As appropriate, updating applicants/agents of any issues that may arise in the processing of their application.

In this instance:

- i) The applicant/agent was provided with pre-application advice.
- ii) The applicant was offered the opportunity to submit amended plans in order to make the proposal acceptable in planning terms.
- iii) The application was considered by Merton's Planning Applications Committee where the applicant/agent had the opportunity to speak to the committee and promote the application.

Date of Decision: 22 December 2021

A handwritten signature in black ink, appearing to read "L Barakchizadeh".

Signed.....

Lesley Barakchizadeh– Interim Development Control Manager
For and behalf of the Head of Sustainable Communities.

Note: This approval confers permission under the Town and Country Planning Acts only. It does not confer consent or approval under any other statutory enactment; including the Building Regulations. Failure to obtain all necessary consents may result in enforcement action. It is emphasised that no variation from the deposited plans or particulars will be permitted unless previously authorised in writing by the London Borough of Merton

Please read attached notes.



Note regarding rights of Appeal

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.
- If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice.
- Appeals must be made using a form which you can get from the Secretary of State at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (Tel: 0303 444 5000) or online at <https://acp.planninginspectorate.gov.uk>
- The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.



Community Infrastructure Levy

If permission is granted for the development of any new dwelling(s) or at least 100 square metres of new-build gross internal area (GIA) (including replacement of existing GIA), into which people normally go, it will usually become liable for a Community Infrastructure Levy (CIL) payment under Merton and Mayor of London CIL charging schedules.

If your development is liable, you will be sent a liability notice that will provide details of the charge. This will be recorded to the register of Local Land Charges as a legal charge upon your property and will become payable upon commencement of development. Information on the payment process (including penalties) will be provided with the liability notice or upon request.

If your development is likely to be CIL liable and you have not already done so, please complete and return to us an additional information form, available at http://www.planningportal.gov.uk/uploads/1app/forms/cil_questions.pdf.

Failure to do so will mean we will perform the calculation of the charge solely on the basis of the information already provided with the planning application which might result in you being overcharged.

This will affect planning applications which receive planning permission on or after the date the CIL charge comes into effect. For more information please visit <http://www.merton.gov.uk/cil> or email CILevy@merton.gov.uk

The Mayor of London has adopted an updated CIL charge of £60/sqm for developments in Merton, which is effective to developments granted planning permission from 1 April 2019. This is an increase from the £35/sqm charge on developments effective prior to 1 April 2019. For more information visit: www.london.gov.uk/what-we-do/planning/implementing-london-plan/mayoral-community-infrastructure-levy

Dated

17th December

2021

(1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF
MERTON

(2) TOOTING & MITCHAM SPORTS & LEISURE LIMITED

DEED pursuant to
section 106 of the Town and Country Planning Act 1990
Section 111 of the Local Government Act 1972 and other powers
relating to land known as
Imperial Fields, Tooting & Mitcham Football Club,
Bishopsford Road, Morden, SM4 6BF

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This DEED is made this 17th day of December 2021

BETWEEN:-

- (1) **The Mayor and Burgesses of the London Borough of Merton** of Civic Centre London Road Morden SM4 5DX (**Council**); and
- (2) **Tooting & Mitcham Sports & Leisure Limited** (Company Registration No 4114467) of Trinity Court, 34 West Street, Sutton, Surrey, SM1 1SH (**Owner**).

RECITALS:

- (A) The Council is the local planning authority for the purposes of the 1990 Act and is the party by whom the obligations contained in this Deed are enforceable;
- (B) The Owner is the registered proprietor of the leasehold interest in the Site which is registered with title numbers SGL624446.
- (C) The Planning Application was submitted to the Council on 2 December 2019.
- (D) On 20 August 2020 the Council's Planning Applications Committee resolved to grant the Planning Permission subject to conditions and the satisfactory completion of this Deed.
- (E) The Site forms part of the land subject to the Planning Permission. Any land subject to the planning permission which falls outside the Site will not form part of the Development and (save for the Adjacent Land) is not required to be bound by this Deed.
- (F) The parties to this Deed are satisfied that the obligations in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act and comply with the statutory tests in Regulation 122 of the Community Infrastructure Levy Regulations 2010.

1 DEFINITIONS

1990 Act means the Town and Country Planning Act 1990.

Additional Profit means any surplus profit calculated pursuant to Formula 1b at Part II of Schedule 7

Affordable Housing means the Residential Units that will be available to Eligible Households and persons who cannot afford to buy or rent homes generally available on the open market and shall comprise the Social Rent Housing Units, London Affordable Rent Housing Units and London Shared Ownership Housing Units provided in accordance with the Affordable Housing Mix or any other affordable housing product approved in advance and in writing by the Council.

Affordable Housing Mix means in relation to the Affordable Housing Units:

- (a) Any updated tenure mix agreed by the Council pursuant to Schedule 2, paragraph 1.2 of this Deed; or
- (b) Any alternative mix of tenures as agreed with the Council in writing.

or such alternative mix as shall be approved in advance and in writing by the Council and to be acquired or managed by an Affordable Housing Provider.

Adjacent Land means the area edged in blue on the Site Plan.

Affordable Housing Provider means any provider or providers of Affordable Housing within the meaning of Section 2 of the Housing Act 1996 or other registered provider as defined in Section 80 of Part 2 of the Housing and Regeneration Act 2008 and registered with the Regulator of Social Housing

pursuant to Section 116 of the Housing and Regeneration Act 2008 and approved in writing by the Council or such other affordable housing provider or local authority provider approved by the Council.

Affordable Housing Units means the seventy seven (77) Residential Units which are to be used for Affordable Housing and comprise a maximum of seventy four (74) London Shared Ownership Housing Units (two hundred and seven (207) habitable rooms) and a minimum of three (3) London Affordable Rent Housing Units or Social Rent Housing Units (nine (9) habitable rooms) representing the baseline affordable housing position and to be acquired by an Affordable Housing Provider and references to "Affordable Housing Unit" shall be construed accordingly

Biodiversity Area means the area hatched green on the Site Plan.

Carbon Emissions Offset Purpose means in relation to the Carbon Offset Contribution either:

- (a) a carbon offset fund (to be subsequently awarded in accordance with pooling restrictions); or
- (b) behavioural change / energy monitoring and non-infrastructure based projects.

Carbon Offset Contribution means the sum calculated in accordance with the Carbon Emissions Offset Contribution Formula as taken from the council's Sustainable Design and Construction Supplementary Planning Guidance and being £78,392 (seventy-eight thousand three hundred and ninety-two pounds) towards the Carbon Emissions Offset Purpose, subject to any varied sum agreed in an Approved Energy Statement.

Charge means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units (or any number of them) in favour of the Chargee.

Chargee means any mortgagee or chargee of the Affordable Housing Provider of the Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator.

Commencement of Development means implementation of the Planning Permission by the carrying out of a Material Operation PROVIDED THAT for the purposes of this Deed the following shall not be taken to be a material operation and shall not amount to Commencement:

- (a) works of site clearance and demolition of buildings and structures
- (b) ground investigation or site survey work
- (c) construction of boundary fencing or hoarding
- (d) archaeological investigation
- (e) works of decontamination or remediation
- (f) works below ground
- (g) works relating to the installation, removal or diversion of services and conducting media
- (h) temporary works for site services, access and erection of construction site offices
- (i) any works to the existing highway or the commencement of construction of new roads

and references to "**Commence**" "**Commencement**" and "**Commencing**" shall be construed accordingly:

Commencement of Development Date means the date of Commencement of Development.

Community Facilities means the community and sports buildings located and delivered on the Adjacent Land pursuant to Schedule 4, paragraph 2 of this Deed.

Community Use Agreement means an agreement between the Owner and the Facility Operator detailing the operation of the Community Facilities which includes full details of the usage of the Community Facilities and relevant affordable rates in substantially the form attached at Appendix 2

Date of Deemed Service means, in each instance where a Chargee has served a Default Notice under paragraph 3.1.1 of Part 1 of Schedule 2:

(a) in the case of service by delivery by hand of the Default Notice to the Council's offices at Civic Centre London Road Morden SM4 5DX during 09:00 to 17:00], the date on which the Default Notice is so delivered; or

(b) in the case of service by using first class registered post to the Council's offices at Civic Centre London Road Morden SM4 5DX, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the LPA (by Royal Mail proof of delivery or otherwise).

Deed means this deed of agreement between the Owner and the Council.

Default Notice means a notice in writing served on the Council by the Chargee under paragraph 3.1.1 of Part 1 of Schedule 2 of the Chargee's intention to enforce its security over the relevant Affordable Housing Units.

Development means the erection of a 6-storey residential building comprising 77 residential units (216 habitable rooms) with associated parking and landscaping pursuant to the Planning Permission to include 8 wheelchair accessible residential units.

Energy Statement means the amended Energy Statement prepared by Calford Seaden dated April 2020 in relation to the Development submitted as part of the Planning Application.

Eligible Households means in relation to the Affordable Housing Units households who at the commencement of their Occupation of an Affordable Housing Unit meet the criteria identified in the Council's affordability criteria.

Eligible Purchaser means a purchaser or purchasers whose household income at the date of the purchasing the relevant London Shared Ownership Housing Unit does not exceed the annual income level of £90,000 (ninety thousand pounds) (or as subsequently varied) as set out in the London Plan Annual Monitoring Report for Greater London at the date of this Deed or such other strategy or regulations that may impose any binding income restrictions on the London Shared Ownership Unit;

Expert means an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute.

Facility Operator means Tooting and Mitcham Community Sports Club Limited or any other operator of the Community Facilities.

First Occupation means the first Occupation of a specified part of the Development for the purposes permitted by the Planning Permission and references to "First Occupy" and "First Occupied" shall be construed accordingly.

Footpath Plan means the drawing attached at Appendix 1

GLA means the Greater London Authority or any successor body to its function.

Homes England means the non-departmental public body responsible for creating thriving communities and affordable homes in England or such other body that may replace it.

Index Linked means the index-linking of the Contributions to be increased where appropriate from the date of this Deed to the date of payment by reference to any increase in the BCIS Index. Index Linked means the recalculation of the Contributions as appropriate by applying the following formula:

$D = A \times B/C$ where:-

A = the sum specified in this Deed in pounds sterling;

B = the BCIS Index at the date on which the Contribution is due to be paid under this Deed;

C = the BCIS Index at the date of this Deed, and

D = the amount of money in pounds sterling required to be paid

PROVIDED THAT if the BCIS Index becomes no longer maintained by the Building Cost Information Service the said formula shall be applied mutatis mutandis (so far as it concerns periods after it has ceased to be maintained) by reference to such other index or publication as may be agreed from time to time by the Council.

Interest means 4% above the Bank of England base rate.

Intention Notice means a notice in writing served on the Chargee by the Council under paragraph 3.2 of Part 1 of Schedule 2 that the Council is minded to purchase the relevant Affordable Housing Units.

London Affordable Rent Housing means Affordable Housing which has the same characteristics as Social Rent Housing save that it is not required to be let at Target Rents but is subject to rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is:

(a) including Service Charges up to 80 per cent of local market rents; and

(b) excluding Service Charges, no higher than the relevant benchmark tests published by the GLA annually in accordance with the Mayor's Funding Guidance

London Shared Ownership Housing means housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on the basis that annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements):

(a) must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report; and

(b) in respect of the following sizes of each London Shared Ownership Housing Unit, must not exceed 28 per cent of the corresponding annual gross income upper limit below (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) PROVIDED THAT this restriction shall apply only if such letting is secured by an Eligible Purchaser within the first three months of the London Shared Ownership Housing Unit being marketed:

(i) one-bedroom units: 50 square metres; and

(ii) two-bedroom units: 61 square metres

SAVE FOR when a Shared Ownership Lessee has Staircased to 100% whereupon these provisions shall not apply,

and **"Shared Ownership Lease"** and **"Shared Ownership Lessee"** shall be construed accordingly.

London Shared Ownership Housing Units means the Affordable Housing Units to be made available for London Shared Ownership Housing in accordance with this Deed.

Material Operation means the works in relation to the construction or works relating to the construction of the Development or any part as defined in Section 56(4) of the 1990 Act.

Mayor's Funding Guidance means "Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance" published by the Mayor of London in November 2016 or any update or replacement guidance.

Monitoring Fee means the sum of £11,500 (ELEVEN THOUSAND FIVE HUNDRED POUNDS) Indexed to cover the costs and expenses incurred by the Council in monitoring the Development to ensure the Development is delivered in accordance with the provisions of this Deed.

Moratorium Period means, in each instance where a Chargee has served a Default Notice under paragraph 3.1.1 of Part 1 of Schedule 2, the period from (and including) the Date of Deemed Service on the Council of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the Council).

Occupation means the first day upon which the Development is physically occupied for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in construction fitting out decoration or occupation for marketing display or operations in relation to security operations or any interim or temporary uses and references to **"Occupy"** and **"Occupied"** shall be construed accordingly.

Planning Application means the application for planning permission registered by the Council under number 19/P4094

Planning Permission means the planning permission granted by the Council for the Development pursuant to the Planning Application.

Practical Completion means the issue of a certificate of practical completion by the architect, engineer or project manager or, if such appointment and identity is notified in writing to the Council, such other suitably qualified party approved by or on behalf of the Owner as the case may be and **"Practically Complete"** and **"Practically Completed"** shall be construed accordingly.

Public Subsidy means capital funding provided by the GLA, Homes England or any successor body to Homes England's functions, or any other public body.

Regulator of Social Housing means the body corporate defined in Section 80 of the Housing and Regeneration Act 2008.

Rent Guidance means the policy statement applicable to local authorities on rents for social housing issued by the Ministry of Housing, Communities & Local Government in February 2019 or such other replacement guidance in force and applicable at the relevant time.

Rent Standard means the standard applicable to Affordable Housing Providers relating to rent set by the Regulator of Social Housing from time to time in accordance with the Direction on the Rent Standard 2019 issued by the Ministry of Housing, Communities & Local Government or such other replacement direction as may be in force and applicable at the relevant time.

Residential Units means the residential units within the Development.

Service Charges means all amounts payable by a tenant or owner (as appropriate) of the relevant Social Rent Housing Unit, London Affordable Rent Housing Unit or London Shared Ownership Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and or the landlord's costs of management in relation to that Social Rent Housing Unit, London Affordable Rent Housing Unit or London Shared Ownership Housing Unit.

Site means the site known as Imperial Fields Bishopsford Road Morden shown for indicative purposes only edged red on the Site Plan.

Site Plan means the Site Plan appended hereto at Schedule 1.

Social Rent Housing Unit means Affordable Housing owned and managed by local authorities or Affordable Housing Provider and let at Target Rents.

Sports Contribution means the contribution that may be calculated pursuant to the provisions of Schedule 7 in the event that the Development generates an Additional Profit to be used towards additional sports and community facilities within Tooting and Mitcham Sports and Leisure Limited's adjacent premises

Substantial Implementation the occurrence of all ground preparation works, the foundations for the core of the development, and construction of the ground floor

Substantial Implementation Target Date the date 24 months from but excluding the date of grant of the Planning Permission (subject to any extensions required to allow any proceedings arising from a challenge to the grant of the Planning Permission to be concluded).

Sums Due means all sums due to a Chargee of the Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses.

Target Rents means rents for Social Rent Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard or the Rent Guidance from time to time.

Transfer means in respect of the Affordable Housing Units the grant of a lease for a term of at least one hundred and twenty five (125) years or the transfer of the freehold interest and "**Transferred**" shall be construed accordingly.

Urban Greening means landscaping within the Site to meet the requirements of Policy G5 of the London Plan 2021 (including any successor policy)

Working Days means any working day except Saturday Sunday or Bank Holiday or days between Christmas Day and New Year's Day.

2 INTERPRETATION

2.1 Reference in this Deed to a clause, paragraph, Schedule, Part or recital means a clause or paragraph or Schedule or Part of or recital to this Deed.

2.2 Headings in this Deed are for ease of reference only and shall not affect construction or interpretation of any of the provisions of this Deed.

2.3 In this Deed where the context so admits:-

2.3.1 words importing one gender shall include all other genders; and

2.3.2 words importing the singular shall include the plural and vice versa.

2.4 Any references to any particular statute include any statutory extension, modification, amendment or re-enactment of such statute and also include any subordinate instruments, regulations or orders made in pursuance of it.

2.5 Where under this Deed any notice, approval, consent, certificate, direction, authority, agreement, action or expression of satisfaction is required to be given or reached or taken by any party or any response is requested any such notice, approval, consent, certificate, direction, authority, agreement, action or expression of satisfaction or response shall not be unreasonable or unreasonably withheld or delayed.

2.6 Wherever there is more than one person as a party to this Deed and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

3 LEGAL BASIS

3.1 This Deed is made pursuant to:-

3.1.1 Section 106 of the 1990 Act;

3.1.2 Section 111 of the Local Government Act 1972;

3.1.3 Section 16 of the Greater London Council (General Powers) Act 1974 (only in respect of any provision of this Deed which does not constitute a planning obligation under Section 106 of the 1990 Act);

3.1.4 Section 2 of the Local Government Act 2000 (only in respect of any provision of this Deed which does not constitute a planning obligation under Section 106 of the 1990 Act);

3.1.5 Section 1 of the Localism Act 2011 (only in respect of any provision of this Deed which does not constitute a planning obligation under Section 106 of the 1990 Act)

and all other powers so enabling.

3.2 The obligations, covenants and restrictions in this Deed are planning obligations to which Section 106 of the 1990 Act and the other statutory provisions in clause 3.1 apply, relate to the Site and are entered into by the Owner with the intent that they shall subject to Clause 4 be enforceable by the Council in its capacity as local planning authority without limit of time (subject to clauses 4, 8 and 14) not only against the Owner but also against its successors in title and any person corporate or otherwise claiming through or under it an interest in the Site or any part of it as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by them subject to the terms of this Deed.

4 CONDITIONALITY

4.1 Other than Clauses 2-6, which shall come into effect on the date hereof, this Deed shall come into effect upon whichever shall be the last to occur of:

4.1.1 the grant of the Planning Permission; and

4.1.2 the Commencement of Development Date

5 GENERAL PROVISIONS

5.1 It is hereby agreed and declared that:

- 5.1.1 this Deed shall be registered at the Local Land Charges Registry by the Council for the purposes of the Local Land Charges Act 1975;
- 5.1.2 nothing in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise by it of its statutory functions and the rights, powers, duties and obligations of the Council under private or public statutes, bye-laws, orders and regulations may be as fully and effectively exercised as if it were not a party to this Deed;
- 5.1.3 if any provision in this Deed shall in whole or in part be found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of any of the remaining provisions of this Deed;
- 5.1.4 no waiver by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or defaults;
- 5.1.5 following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed;
- 5.1.6 nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed and/or in accordance with any permitted developments rights granted in the Town and Country Planning (General Permitted Development) Order 1995;
- 5.1.7 no mortgagee or chargee from time to time of all or any part of the Site shall have any liability under this Deed unless it takes possession of the Site in which case it will be bound by the obligations as if it were a successor in title to the Owner or person deriving title from the Owner.

6 COVENANTS

- 6.1 The Owner covenants that on or before completion of this Deed it shall pay to the Council the Council's reasonable and proper legal costs amounting to up to £8500 and disbursements incurred by the Council associated with advising preparing negotiating and completing this Deed.
- 6.2 The Owner covenants with Council to observe and carry out its obligations, covenants and restrictions as set out in Schedule 2 – Schedule 8 to this Deed.
- 6.3 The Council covenants with the Owner to observe and carry out its obligations, covenants and restrictions as set out in Schedule 2 – Schedule 8 to this Deed.
- 6.4 The Owner agrees that it will give the Council written notice of any change in ownership of its interests in the Site (other than any change relating to individual disposals of Residential Units and Commercial Units within the Development) before all the obligations under this Deed have been discharged and that such notice will be provided to the Council within ten (10) Working Days of the relevant change in ownership. Such written notice will give the Council details of the name and registered address (if a company or usual address if not) of the current and new owner of such interests together with details of the site to which each of their interests apply and by reference to a plan.

7 DISPUTES

- 7.1 In the event of any dispute or difference arising out of or in connection with this Deed the parties to this Deed agree to refer such dispute or difference to an Expert whose decision shall be final and binding on the parties in the absence of manifest error or fraud and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

- 7.2 The Expert is to act as an independent expert and:-
- 7.2.1 each party may make written representations within ten (10) Working Days of his appointment and will copy the written representations to the other party;
 - 7.2.2 each party is to have a further ten (10) Working Days to make written comments on the other's representations and will copy the written comments to the other party;
 - 7.2.3 the Expert is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
 - 7.2.4 the Expert is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;
 - 7.2.5 the Expert is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision;
 - 7.2.6 the Expert is to use all reasonable endeavours to publish his decision within thirty (30) Working Days following the date of his appointment to act.
- 7.3 The provisions of this Clause shall not affect the rights of either party to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

8 LIMIT OF LIABILITY

- 8.1 No person shall be liable for any breaches of the obligations or other covenants contained in this Deed which occurs after such person has parted with his interest in the Site or the part in respect of which such breach occurs but without prejudice to the rights of the Council in relation to any antecedent breach.
- 8.2 This Deed shall not be enforceable against individual owners, occupiers, lessees or tenants or their mortgagees nor against those deriving title from any of them of:
- 8.2.1 individual Residential Units;
 - 8.2.2 the Commercial Units;
- that are constructed pursuant to the Planning Permission.
- 8.3 This Deed shall not be enforceable against statutory undertakers holding an interest in the Site for the purposes of their undertaking or against any service providers or management company within the Development.

9 SERVICE OF NOTICES

- 9.1 Any notice, letter, approval, consent, certificate or other document given or served under the terms of this Deed shall be:-
- 9.1.1 in writing; and
 - 9.1.2 sufficiently served if sent by pre-paid recorded delivery or registered post addressed in the case of the Council at the address shown in this Deed to the Head of Sustainable Communities or in the case of service on the Owner addressed to the Company Secretary at the address shown in this Deed or at such other address as the parties may substitute by written notice to one another from time to time.
- 9.2 Any notice, consent or approval given pursuant to this Deed shall be deemed to have been validly served:-

- 9.2.1 if personally delivered at the time it is handed over; and
- 9.2.2 if sent by recorded delivery at the time it is recorded as having been delivered.

10 MONITORING

- 10.1 The Owner covenants to give the Head of Planning not less than twenty eight (28) days' prior written notice of its intention of Commencement of Development.

11 MONITORING FEE

- 11.1 The Owner shall pay to the Council the Monitoring Fee on or before the Commencement of Development.

12 INTEREST

- 12.1 Interest shall be payable on any payment which is paid late under this Deed for the period from the date on which the payment fell due until the date on which the payment is actually made.

13 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 13.1 A person who is not named in this Deed (other than successors in title to the parties to this Deed) does not have any right to enforce any term of this Deed under the Contracts (Rights of Third Parties) Act 1999.

14 TERMINATION

- 14.1 This Deed shall determine and cease to have effect forthwith if any of the following events occur:
 - 14.1.1 the Planning Permission expires is withdrawn or is withdrawn or is revoked before any Material Operation has occurred or;
 - 14.1.2 the Planning Permission is quashed as a result of any legal proceedings.

15 VALUE ADDED TAX

- 15.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

16 JURISDICTION

- 16.1 This Deed is governed by and interpreted in accordance with the law of England.

SCHEDULE 1 - PLAN

Site Plan

SCHEDULE 2 - AFFORDABLE HOUSING

The Owner covenants:

1 Delivery of Affordable Housing

- 1.1 Not to Commence Development unless it has notified to the Council the proposed Affordable Housing Provider for the Affordable Housing Units
- 1.2 To submit a proposed Affordable Housing Mix to the Council for approval prior to the Commencement of Development, to include:
 - 1.2.1 The maximum number of Social Rent Housing Units or London Affordable Rent Housing Units which are viably deliverable as part of the Development utilising Public Subsidy, with a target of delivering 35% of the Dwellings within the Development (a minimum of 27 dwellings and a minimum of 76 habitable rooms) as Social Rent Housing Units or London Affordable Rent Housing Units (unless otherwise agreed in writing with the Council).
- 1.3 To construct the Affordable Housing in accordance with the Affordable Housing Mix once approved by the Council.
- 1.4 Unless otherwise agreed in writing by the Council, prior to First Occupation of the Development to:
 - 1.4.1 Practically Complete the Affordable Housing Units; and
 - 1.4.2 Where the Affordable Housing Units are not owned by an Affordable Housing Provider transfer the Affordable Housing Units to the Approved Housing Provider and deliver written evidence of such disposal to the Council.
- 1.5 Where applicable the Transfer by the Owner to the Approved Housing Provider shall be prepared by the Owner's solicitors at the cost of the Owner and shall contain (inter alia) the following:
 - 1.5.1 the grant by the Owner to the acquiring Approved Housing Provider of the requisite rights of access light, air, support, and entry and passage of services and other rights reasonably necessary for the beneficial use and enjoyment of the Affordable Housing Units as Affordable Housing;
 - 1.5.2 a reservation of the requisite rights of access light, air, support and entry and passage of services and other rights reasonably necessary for the purposes of the beneficial use and enjoyment of the remainder of the Development;
 - 1.5.3 such other covenants as the Owner may reasonably require for the maintenance of the completed development and the preservation of the appearance thereof but no unduly onerous or unusual covenants which conflict with the nature of the use of the Affordable Housing Units as Affordable Housing.
- 1.6 The parties agree that the Affordable Housing Units can be delivered using Public Subsidy in accordance with the requirements of that Public Subsidy subject to all (100%) of the Dwellings forming part of the Development being delivered as Affordable Housing and at least 35% of the Dwellings within the Development (a minimum of 27 dwellings and a minimum of 76 habitable rooms) being delivered as Social Rent Housing Units or London Affordable Rent Units (unless otherwise agreed in writing with the Council).

2 Occupation of the Affordable Housing Units

- 2.1 Subject to Paragraph 3 below, the Affordable Housing Units shall be restricted for use and not be Occupied other than as Affordable Housing by Eligible Households.

DO NOT SCALE FROM DRAWING. FIGURED DIMENSIONS TO BE
WORKED TO AT ALL TIMES.

ALL WORK AND MATERIALS TO BE IN ACCORDANCE WITH THE BUILDING REGULATIONS AND TO COMPLY WITH THE RELEVANT CODES OF PRACTICE AND BRITISH STANDARDS.

[Signature]

Steve Allen
Bob Woolley



1001 SPE LOCATION PLAN



TOOTING & MITCHAM FOOTBALL CLUB

EXISTING SITE LOCATION PLAN

DEC 2017	THERC	
1200 W. 4th	171 W. 4th / 3300	

● 本報記者 謝曉雲 專訪 香港大學社會政策及社會工作系系主任 李卓人

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3 Circumstances in which the Affordable Housing restrictions cease to apply

- 3.1 In order to benefit from the protection granted by paragraph 3.6 of this Schedule, a Chargee must:
- 3.1.1 serve a Default Notice on the Council by delivery by hand to the Council's offices at Civic Centre London Road Morden SM4 5DX during 09:00 to 17:00 or using first class registered post to the Council's offices at Civic Centre London Road Morden SM4 5DX in either case addressed to Head of Legal Services of the Council prior to seeking to dispose of the relevant Affordable Housing Units;
 - 3.1.2 when serving the Default Notice, provide to the Council official copies of the title registers for the relevant Affordable Housing Units; and
 - 3.1.3 subject to paragraph 3.6 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 3.3 below.
- 3.2 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the Council may serve an Intention Notice on the Chargee.
- 3.3 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Council and the Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Affordable Housing Provider) an exclusive option to purchase the relevant Affordable Housing Units which shall contain the following terms:
- 3.3.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
 - 3.3.2 the price for the sale and purchase will be agreed in accordance with paragraph 3.4.2 below or determined in accordance with paragraph 3.5 below;
 - 3.3.3 provided that the purchase price has been agreed in accordance with paragraph 3.4.2 below or determined in accordance with paragraph 3.5 below, but subject to paragraph 3.3.4 below, the Council (or its nominated substitute Affordable Housing Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
 - 3.3.4 the Option will expire upon the earlier of (i) notification in writing by the Council (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and
 - 3.3.5 any other terms agreed between the parties to the Option (acting reasonably).
- 3.4 Following the service of the Intention Notice:
- 3.4.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the Council (or its nominated substitute Affordable Housing Provider) in relation to the Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
 - 3.4.2 the Council (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units, which shall be the higher of:
 - (a) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained in this Schedule; and

(b) (unless otherwise agreed in writing between the Council (or its nominated substitute Affordable Housing Provider) and the Chargee) the Sums Due.

- 3.5 On the date falling 10 Working Days after service of the Intention Notice, if the Council (or its nominated substitute Affordable Housing Provider) and the Chargee have not agreed the price pursuant to paragraph 3.4.2(a) above:
- 3.5.1 the Council (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
 - 3.5.2 if, on the date falling 15 Working Days after service of the Intention Notice, the Council (or its nominated substitute Affordable Housing Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
 - 3.5.3 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 3.4.2(a) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Deed;
 - 3.5.4 the independent surveyor shall act as an expert and not as an arbitrator;
 - 3.5.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;
 - 3.5.6 the independent surveyor shall make his/her decision and notify the Council, the Council's nominated substitute Affordable Housing Provider (if any) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
 - 3.5.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 3.6 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in Part 1 of this Schedule which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:
- 3.6.1 the Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
 - 3.6.2 the Council (or its nominated substitute Affordable Housing Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units on or before the date on which the Moratorium Period expires; or
 - 3.6.3 the Council (or its nominated substitute Affordable Housing Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.
- 3.7 The Council (and its nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 3.1 to 3.6 above (inclusive)
- 3.8 The terms of this Deed shall not apply to:-
- 3.8.1 any lessee of a London Shared Ownership Housing Unit or their mortgagee or chargee where such lessee or mortgagee or chargee has staircased to one hundred percent (100%) of the equity in such London Shared Ownership Housing Unit and any person who shall derive title directly or indirectly from any such lessee, mortgagee or chargee; and

- 3.8.2 a tenant or any occupant of an Affordable Housing Unit who has exercised a right to buy or right to acquire or similar statutory right to purchase or any successor in title to any such person or any mortgagee of a tenant who has exercised its right to buy, right to acquire or similar statutory right to purchase.

SCHEDULE 3– CARBON OFFSET CONTRIBUTION

The Owner covenants:

1 Carbon Offset Contribution

- 1.1 To pay the Carbon Offset Contribution to the Council on or before the Commencement of the Development.
- 1.2 The parties agree that the Owner may submit a revised Energy Statement including a revised calculation of the Carbon Offset Contribution to the Council at least two months before the Commencement of Development.
- 1.3 If the Council approves a revised Energy Statement pursuant to paragraph 1.2 above ("Approved Energy Statement"), such approval not to be unreasonably withheld or delayed, the Carbon Offset Contribution shall be amended to reflect the proposed Carbon Offset Contribution within the Approved Energy Statement.

SCHEDULE 4 – SPORTS AND COMMUNITY FACILITIES

The Owner covenants:

- 1 **Sports and Community Facilities Development**
- 1.1 Not to occupy any of the Residential Units until the Practical Completion of the developments noted below as evidenced by issue of the certificate of Practical Completion in each case:
 - 1.1.1 The Practical Completion of the development of the rear changing block on the Adjacent Land permitted by planning permission 14/P2487, condition 1 of which has been discharged by way of the permitted works being commenced within three years of the planning permission being granted and condition 3 of which (relating to the use of materials) was discharged under reference 17/P1034; and
 - 1.1.2 The Practical Completion of the development of the front sports hall building on the Adjacent Land permitted by planning permission 07/P0258 and as amended by planning permissions 10/P0390 and 16/P1408.
- 2 Not to use any grant monies from either Sports England or other comparable bodies in complying with the obligations stated in paragraph 1 of this Schedule 4 without the approval (not to be unreasonably withheld or delayed) of the Council which may require an updated viability appraisal demonstrating that grant funding will benefit the scheme and in what respect.
- 3 **Community Use Agreement**
- 3.1 The new sports and community facilities described at paragraph 1 of this Schedule 4 shall be operated in accordance with the Community Use Agreement.

SCHEDULE 5– BIODIVERSITY AREA

The Owner covenants:

- 1 **Biodiversity Area**
 - 1.1 To submit details of a management plan for the Biodiversity Area ("Management Plan") to the Council prior to the Occupation of the Development, to include:
 - 1.1.1 Details of how the Biodiversity Area will be created maintained and managed.
 - 1.1.2 Details of how the long term management and maintenance of the Biodiversity Area will be funded by the Owner.
 - 1.1.3 Details of ways in which biodiversity impacts will be minimised.
 - 1.1.4 Details of net biodiversity gains.
 - 1.2 Not to Occupy the Development until the Management Plan has been approved by the Council ("Approved Management Plan"), such approval not to be unreasonably withheld or delayed.
 - 1.3 To manage and maintain the Biodiversity Area in accordance with the Approved Management Plan in perpetuity.
 - 1.4 The parties may vary the contents of the Approved Management Plan by agreement in writing.

SCHEDULE 6 – OPEN SPACE

The Owner covenants:

- 1.1 To provide safe and secure pedestrian routes through the Site that connect to the footpaths located on the open space on the Adjacent Site indicated at X and Y on the Footpath Plan prior to Occupation of the Development.
- 1.2 To use reasonable endeavours to implement an Urban Greening Factor of 0.4 across the Site.

SCHEDULE 7 VIABILITY REVIEW

Part I

- 1.1 The Owner shall notify the Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than 10 Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.2 No later than five Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 1.3 Following the Owner's notification pursuant to paragraph 3.1 of this Schedule, the Owner shall afford the Council access to the Site to inspect and assess whether or not the works which have been undertaken achieve the Substantial Implementation PROVIDED ALWAYS THAT the Council shall:
- (a) provide the Owner with reasonable written notice of its intention to carry out such an inspection;
 - (b) comply with relevant health and safety legislation; and
 - (c) at all times be accompanied by the Owner or its agent.
- 1.4 No later than 20 Working Days after the Council receives
- (a) notice pursuant to paragraph 3.1 of this Schedule; or
 - (b) if the Council makes a request under paragraph 3.3 of this Schedule, the additional documentary evidence,
- the Council shall inspect the Site and thereafter provide written confirmation to the Owner within 10 Working Days of the inspection date as to whether or not the Council considers that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.5 If the Council notifies the Owner that the Council considers that Substantial Implementation has not been achieved then this paragraph 1 shall continue to apply mutatis mutandis until the Council has notified the Owner pursuant to paragraph 1.4 of this Schedule that Substantial Implementation has been achieved and from the date of the notification the provisions of paragraphs 1 to 3 (inclusive) of Part 2 of this Schedule shall no longer apply.
- 1.6 Where Substantial Implementation has not occurred before the Substantial Implementation Target Date the Owner shall not Occupy the Development or any part thereof until:
- (a) the Council has notified the Developer pursuant to paragraph 3.4 of this Schedule that no Additional Profit has been generated
 - (b) if the Council notifies the Developer pursuant to paragraph 3.4 of this Schedule that an Additional Profit has been generated, the amount of the Sports Contribution has been approved pursuant to paragraph 3.4 or 3.5 of this Schedule

2 SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

2.1 Where Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council under paragraph 1.4 of this Schedule or pursuant to dispute resolution in accordance with clause 7):

(a) the Owner shall submit the following information no later than 20 Working Days after the date on which the Owner is notified pursuant to paragraph 1.4 of this Schedule that Substantial Implementation has not been achieved, on the basis that the Council may make such information publicly available:

(i) the Development Viability Information;

(ii) a written statement that applies the applicable Development Viability Information to Formula 1b (PROVIDED ALWAYS THAT if the result produced by Formula 1b is less than zero it shall be deemed to be zero) thereby confirming whether in the Owner's view an Additional Profit has been generated; and

(iii) where such written statement confirms that an Additional Profit has been generated, the amount of the Sports Contribution; and

(b) paragraphs 3 and 4 of this Schedule shall apply.

3 ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

3.1 The Council shall assess the information submitted pursuant to paragraph 2 of this Schedule and assess whether in its view a Sports Contribution is required to be paid in accordance with Formula 1b and for the avoidance of doubt the Council will be entitled to rely on its own evidence in determining inputs into Formula 1b subject to such evidence also being provided to the Owner.

3.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 2 of this Schedule.

3.3 In the event that the Council and/or any External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or any External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the Council and/or any External Consultant (as applicable) has all the information it reasonably requires to assess the information.

3.4 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 2 of this Schedule, the Council shall notify the Owner in writing of the Council's decision as to whether an Additional Profit has been generated, and whether the amount of the Sports Contribution is approved.

3.5 Where the Council concludes that an Additional Profit has been generated but the Owner's initial submission concluded otherwise, the Owner shall submit the amount of the Sports Contribution to the Council for approval (such approval not to be unreasonably withheld or delayed) within 10 Working Days of the date on which it receives the Council's notice pursuant to paragraph 3.4 of this Schedule and the provisions of paragraph 3.6 of this Schedule shall then apply.

- 3.6 Where the amount of the Sports Contribution has been agreed the Owner shall submit details to the Council for approval setting out how the Sports Contribution will be spent and a timetable for the implementation of the approved details
- 3.7 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2 of this Schedule including those of the External Consultant within 20 Working Days of receipt of a written request for payment.

Part II – Formula 1b

X = Additional profit available for additional sports and community facilities within Tooting and Mitcham Sports and Leisure Limited's adjacent premises.

$$X = (A - B) - (C - D) - P$$

A = Estimated GDV of development as determined at the time of review (£)

B = Estimated GDV of development as determined at the grant of planning permission (£)

C = Estimated build costs as determined at the time of review (£) (including the costs of delivery of the priorities set out at Paragraph 1 of Schedule 4)

D = Estimated build costs as determined at grant of planning permission (£)

P = $(A - B) * Y$; Developer profit on change in GDV (£)

Y = Developer profit as a percentage of GDV as determined at the application stage (6%)

SCHEDULE 8 - COMMUNITY USE AGREEMENT

The Owner covenants:

- 1 **Community Use Agreement**
- 1.1 Not to Occupy the Development until the Community Use Agreement has been completed.

APPENDIX 1 - FOOTPATH PLAN

Steve Hall
 Bob Woolley
 1/1/00

NOTES
 1. The development is a proposed football stadium and associated facilities.
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 8. The development is a proposed football stadium and associated facilities.
 9. The development is a proposed football stadium and associated facilities.



- KEY:**
- 1. Entrance Block
 - 2. Changing Rooms
 - 3. Rear Pitch Seating
 - 4. Boundary Treatment
 - 5. Stand Pod
 - 6. South Stand
 - 7. Accommodation Block
 - 8. Landscape
 - 9. Community

LEGEND

- 1. Pitch
- 2. Stand
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TAPC	
TAPC Master Plan - Proposed 15th Plan	
Year	2015/16
Prepared by	15/01/16
Checked by	15/01/16
Approved by	15/01/16
TAPC	
TAPC Master Plan - Proposed 15th Plan	
Year	2015/16
Prepared by	15/01/16
Checked by	15/01/16
Approved by	15/01/16

APPENDIX 2 – COMMUNITY USE AGREEMENT

SCHEDULE 10 - COUNCIL'S COVENANTS

2 Council's Covenants

- 2.1 Upon completion of this Deed to issue the Planning Permission five (5) Working Days.
- 2.2 To use all sums received under the terms of this Deed solely for the purposes specified in this Deed.
- 2.3 To pay to the payee within 28 working days following a request from the payee any part of the Contributions which has not been expended or committed for expenditure in accordance with this Deed within five (5) years of the date of receipt by the Council of such payment.

February 2021

Tooting and Mitcham Sports & Leisure Ltd
Community Use Agreement

Draft Agreement in relation to arrangements for community use new sports facilities at Imperial Fields

In connection with Planning Permission 19_P4094

Contents

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13.	Severability	6
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	Schedule 1	8
	Sports Facilities part of this agreement	
	Schedule 2	10
	Arrangements for Community Use	

DATE

- (1) **Tooting and Mitcham Sports & Leisure Ltd of Trinity Court, 34 West Street, Sutton, SM1 1SH ("the Landowner")**
- (2) **LONDON BOROUGH OF MERTON of Civic Centre, London Road, Morden, SM4 5DX ("the Council")**
- (3) **Tooting and Mitcham Community Sports Club of Imperial Fields, Bishopsford Road, Morden, Surrey, SM4 6BF ("current Leisure Operator")**

1. Recitals

- 1.1 Planning Permission was granted by the Council for the Development subject to conditions and an S106 agreement. The Planning Permission requires that as part of the S106 agreement the Landowner must demonstrate how community access to the Sports Facilities within the Development will be managed.
- 1.2 The parties wish to enter into this Agreement to ensure the indoor and outdoor Sports Facilities at the Development for use by the local community in compliance with the terms of this Agreement and the S106
- 1.2 The Landowner is the owner of the facilities and is responsible for their use and agrees to provision of community access to the Sports Facilities.
- 1.3 The Council has responsibility for the provision of sports facilities in the Merton 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.
- 1.4 The Landowner will appoint a Leisure Operator to manage and operate the Facility. Such appointment to be reviewed no less than every five years

2. Definitions and Interpretation

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

Community Use	means use of the Sports Facilities by the local community including organised sports clubs, organisations and for casual 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 community facilities that are enabled by the residential building for which Planning Permission has been granted
Leisure Operator	shall for time being mean Tooting and Mitcham Community Sports Club
Sports Facilities	means the sports facilities identified in Schedule 1 to this Agreement forming part of Imperial Fields
Parties	means the parties to this Agreement
Planning Permission	means planning permission 19/P4094 granted by the Council on 20 th August 2020
Priority Groups	means those groups identified by the Parties as being under-represented for the particular activity engaged in
Review Committee	means representatives of each of the Parties to this Agreement or their nominees.
Site Premises	means the land and buildings comprising at Imperial Fields related to planning permission 19/P4094

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;
- To provide affordable access to the facilities and to be self-financing in terms of community use;

4. Arrangements for Community Use

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

5. Targets for Community Use

The Landowner 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 Leisure Operator shall work with the Local Authority, County Sports Partnership and National Governing Bodies 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 Leisure Operator 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. Financial Matters

- 7.1.1 The Landowner 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:
- 7.1.2 contribute to a contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facilities.
- 7.1.3 increase the use of the Sports Facilities by any Priority Groups by staging special promotions or by offering discounted rates of hire; [*where appropriate*]
- 7.1.4 improve and increase the stock of sports equipment for use in connection with the Sports Facilities. [*where required*]

8. Monitoring and Review

- 8.1 The recommendations of the Review Committee will always be subject to the Landowner's main board approval not to be unreasonably withheld
- 8.2 One month prior to the date on which the Review Committee produces its annual report the Leisure Operator 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.
- 8.3 The Review Committee shall undertake an assessment of the adequacy of the implementation of this Agreement in relation to:
 - (i) hours of use of the Sports Facilities;
 - (ii) pricing policy;
 - (iii) compliance with targets and aims of this Agreement;
 - (iv) marketing;
 - (v) financial performance of the Sports Facilities during the previous year; and
 - (vi) maintenance.

- 8.4 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.
- 8.5 The Leisure Operator shall implement all reasonable recommendations of the Review Committee as soon as reasonably practicable.
- 8.6 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. The Landowner's board approval shall prevail
- 8.7 The Landowner and or Leisure Operator shall not materially reduce the level of community access to the Sports Facilities required by the S106 Agreement attached to 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 Sports Facilities are provided in accordance with the Planning Permission. In the event the Leisure Operator should cease the Parties agree to make every effort to secure the continued operation of the Sports Facilities for Community Use.

10. Authority

The Landowner warrants that it has the full right and authority to enter into this Agreement.

11. No Variations

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

12. 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.

13. 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.

14. 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.

15. 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.

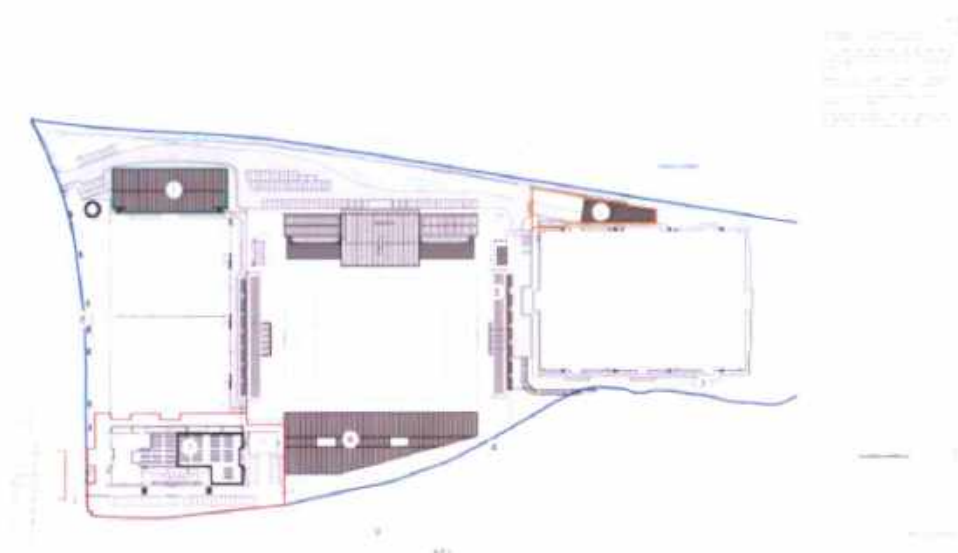
16. Governing Law and Jurisdiction

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 indoor and outdoor sports areas and facilities (together with any ancillary facilities [*toilets, changing rooms etc*]) to be made available for Community Use shall comprise the following (as shown in green (no 1) and orange (no 2) on the plan below

The new entrance block with sports hall and the rear changing/education block



Schedule 2

Arrangements for Community Use

1. Users

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

2. Hours of Access

Community Use	Mon - Fri:	[7am – 10pm]
	Sat:	[7am – 10pm]
	Sun:	[7am – 10pm]

3. Pricing

- 3.1 A policy of affordable pricing shall apply to maximise Community Use and in accordance with the aims of this Agreement. The charges to be set are based on cost recovery principles, user's ability to pay and benchmarking of similar services. The pricing will be reviewed annually according to the principles set out below.

3.2 Principles

(a) Cost recovery principles

Cost recovery means the recuperation of all costs associated with those services or products. In addition to the costs directly associated with the service, full cost includes an appropriate allocation of indirect costs or overheads. The Leisure Operator will include the following overheads when apportioning costs related to maintenance & equipment, finance, human resources, information systems, insurance, utilities, advertising and management.

(b) Users ability to pay

We will operate a pricing policy that is based on an appropriate mix of commercial hirers and subsidised community activity through clubs, schools, and leagues. The Leisure Operator will also offer concessionary rates for the following categories: over 60s, blue light services, disabled people, the unemployed, TM United Members and players

(c) Benchmarking of similar services

The Leisure Operator have carried out research of similar local facilities and those in the surrounding boroughs of Wandsworth and Sutton and will ensure that prices are no greater than similar local authority run facilities in the area.

3.3 Pricing of the new facilities

- (a) The indoor element of the new building will provide new facilities for us, and in line with the current delivery model there will be certain activities that we will deliver ourselves, and certain activities delivered by partners on an hourly hire charge rate:

- (b) Our prices when delivering directly

As with all our pricing, we aim to establish an affordable but sustainable price per participant. We may need to implement small variations over time as the economics of individual classes become clearer, however, initially we aim to offer a blanket rate of £4.90 for a one-hour class, reduced to £3.50 for the concessionary groups.

- (c) Our hire fees and their participant fees

As shown in the viability report, our intended rates for the sports hall/rooms are as follows:

Standard rate	Discounted rate (based on similar VAT principle to pitch and 10-week block bookings for community, schools and affiliated clubs)
<i>£72.00 off peak</i>	<i>£60.00 sports hall</i>
<i>£30 larger room</i>	<i>£24 larger room</i>
<i>£20 smaller room</i>	<i>£16 smaller room</i>

When hiring to our core partners as part of this project, we will require that they operate the similar pricing policy detailed above for individuals.

3.1.4 Annual review

- (a) The prices set will be reviewed on an annual basis following feedback from user groups and review of any increase in overheads. These charges are all based on locally advertised halls and pitches

4. Booking arrangements

- 4.1 The booking arrangements for the new facilities shall be agreed between the Landowner and Leisure Operator an easy and accessible advance booking arrangement for Casual Use and block bookings is established.

5. Parking Arrangements

- 5.1 Car parking spaces shall be available for community users to park.

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

[Amend as appropriate]

Signed by

Duly authorised by the Landowner

Signed by

Duly authorised by the Council

[Signed by

Duly authorised by the Leisure Operator

[Insert execution clause for the Council]

[Insert execution clause for the Landowner]

[Insert execution clause for the Leisure operator]

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner has executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF MERTON)
was hereunto Affixed to this Deed by Order:-)



.....
Authorised Signatory



32 44 04

EXECUTED AS A DEED BY)
TOOTING & MITCHAM SPORTS &)
LEISURE LIMITED)
acting by two Directors)

.....
Director

.....
Director

NOTES

THIS DRAWING IS THE COPYRIGHT OF THE ARCHITECTS AND MAY NOT BE REPRODUCED WITHOUT PERMISSION

THE CONTRACTOR IS RESPONSIBLE FOR CHECKING DIMENSIONS, TOLERANCES AND REFERENCE. ANY DISCREPANCIES TO BE CHECKED WITH THE ARCHITECT BEFORE PROCEEDING WITH THE WORKS

WHERE AN ITEM IS COVERED BY DRAWINGS TO DIFFERENT SCALES, THE LARGER SCALE DRAWING IS TO BE WORKED TO

DO NOT SCALE FROM DRAWING, FIGURED DIMENSIONS TO BE WORKED TO AT ALL TIMES

THE CONTRACTOR IS RESPONSIBLE THAT ALL WORK AND MATERIALS ARE TO BE IN ACCORDANCE WITH THE BUILDING REGULATIONS AND TO COMPLY WITH THE RELEVANT CODES OF PRACTICE AND BRITISH STANDARDS

Key
55 Parking Space (total)
8 Disabled Parking Spaces
5 Electrical Parking Spaces
148 Permanent Cycle Spaces
4 Short Stay Cycle Spaces
160sqm Children's Play Area

UGF Calculation
Green Roof - 375 sqm (0.8 x 375 = 300)
Permeable Paving - 2010 sqm (0.1 x 2010 = 201)
Amenity Space - 495 sqm (0.4 x 495 = 198)
Landscaping - 1255 sqm (1 x 1255 = 1255)
Site Area - 4929 sqm
Total area (1954) / Site area (4929) = 0.4 UGF

- Green Roof - 375 sqm (0.8 x 375 = 300)
- Permeable Paving - 2010 sqm (0.1 x 2010 = 201)
- Amenity Space - 495 sqm (0.4 x 495 = 198)
- Landscaping - 1255 sqm (1 x 1255 = 1255)

Site Area - 4929 sqm

Total area (1954) / Site area (4929) = 0.4 UGF

COLOURS ADDED TO UGF KEY FOR AMENITY SPACE	02.05.20	E
ELECTRIC CHARGING POINTS INCREASED TO 11	03.04.20	D
PARKING REDUCED TO 55 SPACES, CYCLING INCREASED TO 147 (& 3 SHORT STAY), PLAY AREA AND PEDESTRIAN ROUTE ADDED	02.04.20	C
8 PARKING SPACES REMOVED, DISABLED PARKING SPACES ADDED	09.03.20	B
DOME POSITION AMENDED	16.12.19	A
DETAILS	DATE	REVISION

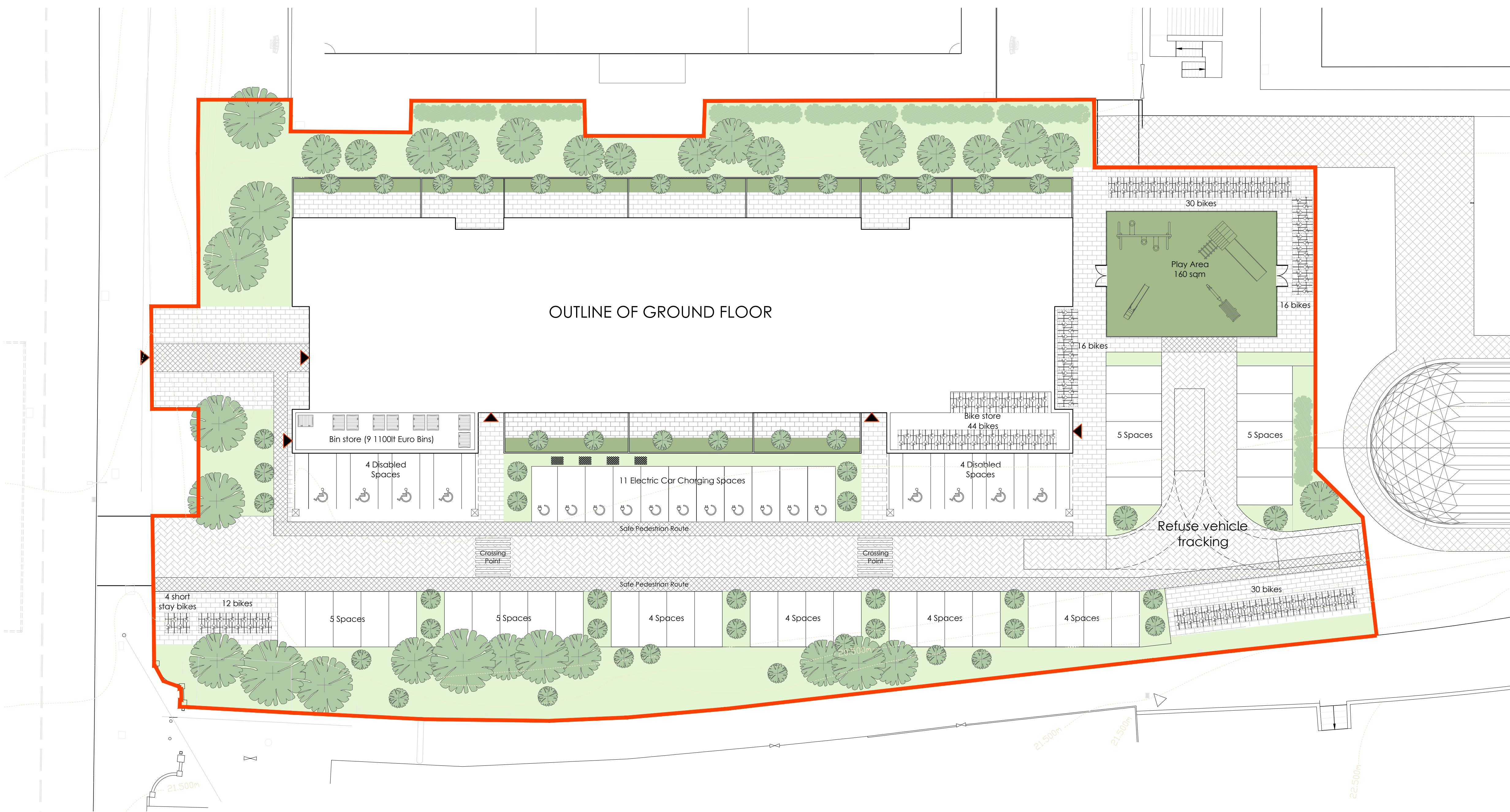
TOOTING & MITCHAM FOOTBALL CLUB
ACCOMMODATION BLOCK

PROPOSED SITE PLAN

date OCT 2019	client TMFC	revision E
scale 1 : 200 @ A1	drawing no. 17 / 640/ P006	

RICHMOND BELL ARCHITECTS LTD
CASTLE CHAMBERS, 47 CASTLE STREET
SALISBURY SP1 3SP

TEL: 01722 324 835 www.richmondbellarchitects.com



1 PROPOSED GROUND FLOOR PLAN
P006
scale 1:100

Appendix NB3:- TM United Delivery










TM United Delivery












Imperial Fields is a multi-purpose venue offering sport, health, wellbeing, education, employment and enterprise. The site currently includes two all-weather pitches, community changing rooms for the front artificial pitch, a grass pitch and stadium, which includes spectator seating, team and officials changing, bar, function room, offices and space for local businesses (see stadium partners).







TM united facilitate a wide range of activity on-site through the management of the facilities and their own delivery. This document aims to outline its history and the range of current delivery that the facility and organisation provides supporting the Very Special Circumstances case. It is key to note the increase in delivery since the grant of the MasterPlan permission in 2008 and the further beneficial delivery potential from the new community facilities as well as the benefit of the provision of 100% affordable housing. See pages 14 & 15 for the needs assessment and impact







1997		Planning Consent Granted to redevelop the NAAFI Sports Ground to a Football Stadium for TMUFC 96/P0574	TMUFC needed to be re-located from their ground at Sandy Lane as it was no longer fit for purpose. Following a Public Inquiry the Planning Inspectorate granted permission based on a VERY SPECIAL CIRCUMSTANCES case acknowledging that the Benefit to the Community outweighed the harm of development on MOL. The Section 106 agreement contained a provision
2004		Big Lottery/Sport England ACTIVE ENGLAND Grant Awarded to TMUFC for fit out of new stadium	TMUFC were award a substantial grant to fit out the new Stadium at Imperial Fields. The aims of the Fund were: <ul style="list-style-type: none"> • Addressing the issues of an increasingly ageing population • Working to alleviate time pressures and the work/life balance • Finding solutions to the problems of obesity and promoting well being • Increasing levels of investment through linked funding • Better utilising education resources and related opportunities • Providing new approaches to variations in access across social groupings • Supporting volunteers and professionals in developing activities


2005		<p>Inception of the Hub</p> <p>Total weekly footfall at the Hub in 2005 = 1365</p> <p>Total annual footfall at the Hub in 2005 = 70980</p>	<p>The hub @ Tooting and Mitcham was launched as a community facility to deliver the aims of ACTIVE ENGLAND award. It used the non-league football club as the catalyst</p>
2007		<p>The Hub and Merton Council win the Public Private Partnership Achievement Award at the MJ Awards</p>	<p>Public recognition of the work and partnership between the Hub and Merton BC</p>
2008		<p>MasterPlan Planning Consent 07/P0258 granted</p>	<p>The Planning Permission granted was for:</p> <ol style="list-style-type: none"> 1) Erection of a new multi-purpose sports hall facility to the north of the existing artificial pitch (ground floor 2513 sq.m, first floor level 489 sq.m) and a health centre/sport injury clinic (ground floor 572 sq.m, first floor 494 sq.m) to the south adjacent to Bishopsford Road. 2) Erection of a second stand to the south of the existing football pitch to incorporate multi-function sports and social facilities including classrooms, office suites, dance studios and a hydro-therapy installation (ground floor 1128 sq.m, first floor 1457 sq.m. additional seating - 620) and new WC's. 3) Creation of a second artificial multi-purpose pitch and associated changing rooms (149 sq.m) towards south eastern end of site. 4) Associated works involving the relocation of existing sub-station/Sutton water installation facilities and new vehicular access onto Bishopsford Road at the eastern corner of the site. <p>The permission was subject to conditions, many of which have subsequently been discharged. It was agreed that the implementation of the consent was to be phased.</p>
May 2009	 	<p>VISIONING CONFERENCE held at the Hub</p>	<p>Merton Directors and senior officers attended the Conference and from this a steering committee was set up to look at the Hub's ongoing delivery particularly in relationship to its interaction with Merton and commissioned services</p>

July 2009		TM UNITED launched fund raising drive POSITIVE PATH with the aim of funding the new facilities	POSITIVE PATH was launched at the Hub in July 2009. The launch was attended by Richard Caborn Sports Minister, Margaret McDonagh, Siobhain McDonagh, Charles Johnston Sport England, Dave McDermott Football Foundation, Christine Double South London Partnership, representatives from a number of NGBs, Councillors and Officers from Merton and Sutton BCs.
September 2009		TMUFC and Ernest Bevin College launch Football Academy	ERNEST BEVIN COLLEGE provided the academic programme leading to BTEC National Certificate in Sport (Level 3) BTEC National Diploma in Sport (Level 3) TMUFC provided football and associated skills leading to: Coaching to Level 1 Coaching Certificates and Referees Courses. They also provided mentoring of Students in Football Fitness, Healthy Eating & Lifestyle, Employment Skills. Creating pathways to Employment Opportunities through Coaching
2010		Sport England SUSTAINABLE FACILITIES Funding awarded	Sport England award towards completion of Stage 1 of the MasterPlan. This facilitated the refurbishment of the front All Weather Pitch and the construction of 2 nd All Weather Pitch to the rear of the site. This resulted in greater community use of the site
2011		Football Foundation Funding awarded	Football Foundation award completing funding required for the All-Weather Pitches at the site
2011		Creation of TM United. Introduction of Social Enterprise and expanded facilities as well as continued inhouse delivery Total weekly footfall at the Hub in 2012 = 3790. Total annual footfall at the Hub in 2012 = 197080	Weather In 2012 the new All-Weather Pitches were opened creating increased usage and footfall at The Hub
2013		TM UNITED worked in partnership with the Wandle Valley Regional Park Trust on the creation of the Wandle Trail	

2014		TM UNITED becomes senior part in the Sports Blast Project	This was a 3-year project delivered with Merton Council								
2015		TM UNITED host a football tournament based around Stop and Search	The Stop and Search Tournament was supported by MOPAC and attracted over 240 young people. It was designed to bring people together and offer a greater understanding of this scheme								
2015		Increased footfall Total weekly footfall at the Hub in 2015 = 5115 Total annual footfall at the Hub in 2015 = 265980	Apprenticeship Scheme introduced by Full Time Fitness training young people to teach fitness								
2017		TM UNITED 2017-2021 Strategic Plan adopted	<p>TM UNITED's position could not be better to meet the current and future agendas of key public sector stakeholders. We are Independent, community-focused, effectively governed, and based within the heart of a number of communities that are a major focus for public sector investment:</p> <table><tr><th>Merton</th><th>Sutton</th></tr><tr><td>St Helier</td><td>St Helier</td></tr><tr><td>Ravensbury</td><td>Wandle Valley</td></tr><tr><td>Cricket Green</td><td></td></tr></table> <p>The above wards have much lower participation rates, lower life expectancy, and higher prevalence of serious medical conditions than the rest of their respective borough wards. There is a greater need to alleviate the number of NEET's and provide business space [for small enterprises that could employ them]. The location of the Imperial Fields facility is ideally placed to meet these agendas." (TM United Strategic Plan, p. 12)</p>	Merton	Sutton	St Helier	St Helier	Ravensbury	Wandle Valley	Cricket Green	
Merton	Sutton										
St Helier	St Helier										
Ravensbury	Wandle Valley										
Cricket Green											

2018-19		TM United first team change managers. The Managers of the Academy, under 18 and 23s were promoted to run the first team.	This resulted in 4 young players being picked up by Championship Clubs; Middlesbrough, Charlton Athletic and Reading FC. TM United had created these opportunities through their strategy of bringing young players through their football pathway.
2018		TM UNITED recognised as an AQA Merit Award Centre	
2018		TM UNITED 6th Form Education programme created	TM UNITED deliver on site education to over 60 students
2019		TM UNITED hold YOUR SHOUT consultation	Consultation with over 100 young people to find out what matters to them
2020		TM UNITED working with LONDON YOUTH	Delivering the Get Active Programme for 8 to 13 year olds Active Talent Leadership Programme for 10 of the TM UNITED Scholarship Boys Rise Up Youth Practitioners Leadership Programme to up skill some of TM UNITED Coaches
2020		TM UNITED worked with Merton providing space and volunteers for the Merton Community Cupboard	Merton Community Cupboard providing a collection point for people in the borough experiencing Food Poverty during the Covid Crisis during Lockdown
2020		TM UNITED are co-delivering with Merton on TOWARDS EMPLOYMENT, a youth employability project	One example of the work we are involved with - in July over 40 young attended two social distanced sessions on Getting into the Creative Industries. The sessions were led by Quiet Storm's CEO Trevor Robinson OBE who, growing up a black man in South London, was able to share how he overcame barriers to own and run a top 100 Advertising Agency. The sessions saw industry specialists' mentor Young People on developing their anti-racism messages while developing the skills they need to succeed in every sector, but especially the creative industries. Trevor and his team came to the Club and did 2 workshops with TM UNITED's Academy boys

2020		TM UNITED deliver SUMMER CATCH UP for Clarion Futures	TM UNITED ran summer activities for the community during the summer 2020 in a safe Covid compliant environment
2021		ACADEMY SCHOLARS become CLARION AMBASSADORS	During the 2020-21 academic year a group of 20 T&M scholars participated in the Clarion Ambassadors Project. They were challenged to take on the role of community leaders, learning skills that would allow them to serve local people in the ways that they saw fit. The project ended with an amazing fundraiser for the local St Vincent community whose loved ones had been affected by the Earthquake earlier in the year.
2021		TM UNITED continue work with LONDON YOUTH	An extension of the Get Active Programme started aimed at local boys and girls between 11 – 13 years old, with a focus on young people who had not played organised football previously.
2021		TM UNITED deliver Half Term Activity & Food EASTER CAMP	Over the half term holiday T&M welcomed over 60 primary school aged children to help them access their free school meals provision. Funded by the HAF programme TM United were able to provide breakfast, lunch, loads of healthy snacks and a full day of outdoor activity and learning. The projects volunteers were all members of the Club's Academy Scholarship programme.
2021		TM UNITED deliver Easter Half Term FOOTBALL CAMP	TM United coaches delivered a number of free football specifics sessions at the clubs Farm Road site over the Easter Holiday. Targeted at local young people, boys and girls under the age of 13 years old.
2021		TM UNITED host COVID 19 VACCINATION CENTRE	TM United hosted a walk-in vaccination centre for a weekend in mid-June. The NHS staff and volunteers were able to use the site to safely and effectively deliver vaccines to local people.
2021		TMUNITED run Half Term Activity & Food SUMMER CAMP	Over four weeks Tooting & Mitcham United delivered a HAF summer camp. Everyday 50 young Merton residents, accessing a hot meal, snacks, physical activity, nutritional and wellbeing education, National Trust skill workshops, BSL classes, workshops with local composers, arts & craft activities, meeting local police officers and more. Over 80 local young people accessed the camp, 50 5 year to 13 year olds every day, 1000 hot meals served, 30 plus hours of nutritional & well-being education!

2021		TM UNITED deliver Summer Holiday FOOTBALL CAMP	TM United coaches delivered eight free football specifics sessions at the clubs Farm Road site over the Summer Holiday. Targeted at local young people, boys and girls under the age of 13 years old.
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Endorsements

Mayor of Merton, Michael Brunt

Thank you for all you are doing for the people of Mitcham and the wider Merton community. You are changing lives for young and old alike. (August 2021)

Merton Council, Children, Schools and Families

T&M FC represents a safe, neutral and nurturing place for Martin's residents as well as those from neighbouring boroughs. Football is clearly their core business, but their methodology embodies the value of one team, one community. This is borne out by their ever readiness to volunteer their expertise, time and facilities for non-sport related community events. They are represented on several strategic and operational cross-sector networks where they champion the voice and needs of the young and old who walk through their doors. They have partnered in bids, projects and strategy development. Our young people feel safe there, so they have freely allowed us to deliver content on mental, sexual and physical health as well as drug and alcohol cessation to cohorts less likely to engage with these services. Time and time again the actions of their staff evidence their commitment, shared responsibility and moral investment in the emotional, physical and economic wellbeing of all. Mellisa Stewart, Commissioning Manager, Alternative Education and RPA

Metropolitan Police

Tooting & Mitcham FC have for a few years now, been firm supporters of some of our youth engagement initiatives, which has enabled us to run tournaments and workshops there that have gone a long way towards positive relationships being developed all round. Their want to be part of the local community and help improve it has to be admired. John Joseph, PCSO.

Merton Voluntary Service Council

Tooting & Mitcham Community Sports Club was formerly known as The Hub, which was a very apt name, as it truly does act as a community hub for the 100's of local people who utilise its facilities every week of the year. From the toddlers who squeal with delight as they test their motor skills, scramble through the nets, pits and slides of the play zone; the elite teams(football, rugby, hockey, lacrosse, boxing) who train and compete at the venue on a regular basis; the youth and children's teams who enjoy being nurtured by dedicated volunteer coaches as they develop new physical skills and attributes, whilst also

acquiring transferable life skills that will stand them in good stead as they mature into adult life; the mental health services users who enjoy daily activities, including gym instruction, as part of a structured programme; the young adults with learning disabilities, who confidence and sense of self is truly boosted through the Club's partnership programme that enables them to gain practical life and employability skills; the 60 plus young men(age 16-19) who have been given an opportunity to remain in education through attendance at the specially adapted post 16 vocational education that is delivered on site. Without this many of these young men would be NEET and at risk of social exclusion, criminal activity and gang involvement. And on top of all of this are the members of the public who just use the facility to keep fit and/or socialise.

As a local facility, Tooting and Mitcham is a true community asset, providing a safe and warm environment to a diverse range of individuals, including, as outlined above, some of our most marginalised and vulnerable residents. Beau Fadahunsi, Head of Development and Funding Advice

United Living, UK leading provider of refurbished and new build living solutions.

Tooting and Mitcham FC play a crucial part to the local community. The work that is being carried out with the local young people to help them build resilience and skills is invaluable in helping them choose a positive path in life. Jacquie Noon, Social Value Manager

South West London & St George's Mental Health NHS Trust

The club have been very supportive and make the players feel welcomed. Playing at T+M gives the player many benefits which aid in their recovery, including: Improvement to both mental health and physical health, social inclusion and the opportunity to play in a competitive league (SLGFL mental health football league) within a safe environment. Mark Pucek, Senior Clinical Exercise Therapist

St Matthews Project, a registered charity providing a safe and encouraging environment for young people in Lambeth.

The St. Matthew's Project are proud to be associated with Tooting and Mitcham United FC and the work they do with the local community. Their support has proved invaluable to us as they have allowed us to access their facilities and provided opportunities for some of our participants and staff to move forward in both their coaching and playing careers, along with a credible exit route for talented players wanting to stay involved in football at a decent level.. Lee Deema, Project Manager.

Playfinder, UK's leading search and booking platform for recreational sports.

We've seen first-hand the effort that TM United put into providing a hub for sports players of any standard, especially from their local community. The foundations of grassroots sport is built on clubs like TM United and they have a team that works tirelessly to make sure it is well run and has a long term future, which is vital to the health and wellbeing of residents in the area. Jamie Foale, CEO

Surrey Football Association

I support the application because the area needs further football facilities. The existing pitches on site exceed the amount of changing provision on offer and this prohibits the participation of players particularly women and girls which has seen exponential growth in the area. Mike Gilham, Head of Football Development

Tandridge Youth Football League

This application will enhance their facilities and enable them to offer more to the local community, clubs and league. This application will enhance their facilities and enable them to offer more to the local community, clubs and league. Derek Harris, General Secretary

Hillcroft Lacrosse Club, 2nd largest mixed gender lacrosse club in the South of England

This is a unique opportunity to deliver a truly sustainable development that hugely benefits the Merton community, and we are fully supportive here. Ben Jessup, Club Chair

Tooting Bec FC

As Chairman and founding member of Tooting Bec FC, who use the facilities at Tooting & Mitcham, I believe the new plans a vital to the local community, our football club being part of that and it would also provide a place for positive prosperity within the local/nearby area. Steffan Wells, Chairman and Founding Member.

KNK Group, repair, refurbishment & improvement services, based in Morden

As the Director of a business located and operating in the local area for the last 22 years, I can clearly see positive benefits for the local community as a whole should this development proceed. Kevin Tilly, Director

TM UNITED Awards & Accreditations include:



Registered Ofsted provider for ages 14-16



2019 - Playfinder – Outstanding Sports Facility Award

December 2018 – Playfinder – Outstanding Facility of the Month Award



Merit Award Centre



Fair Train Bronze Award for work experience placements



2007 MJ Local Government Achievement Awards – Best public private partnership



Accredited Alternative Education Provider

Recent community training sessions / workshops held at Imperial Fields

Mental Health First Aid – Imagine Independence

Gangs, County Lines and Systematic Youth Violence and Interventions – MVSC

First Aid – Job Centre

Job entry – Job Centre

Adverse Childhood Experiences Film – Metropolitan police

Stadium Partners based at Imperial Fields

Small business enterprises providing local employment opportunities for 15 people, as well as numerous volunteering opportunities.

FF 180

A fully inclusive gym offering 1:1 or group personal training, boot camps and yoga classes. FF 180 has over 400 members equalling approx. 29,000 visits per year.

The Shak Caribbean Takeaway

A quirky kitchen serving authentic Jamaican dishes 6 days a week.

The Good Ship Lollypop

An indoor soft play centre and indoor assault course open 7 days a week, providing physical activity and fun for children aged from babies to 14 years. The facility attracts 315 visits per week, equating to 16,380 per year.

Imagine Independence

A mental health charity providing a wellbeing service across Merton from the stadium, including one to one peer mentoring and community-based peer groups.

Small Holdings ABC

A boxing club with over 40 members ranging in age from 5 to Seniors, with activities running each evening.

Community Activities/ Partnerships at TM United**Mayor's Office for Policing & Crime (MOPAC)**

TMCSC has successfully delivered stop and search tournaments for young people at the facility, using football to engage and educate them on topics such as knife crime and the stop and search policy of the Metropolitan Police.

London Sport

Regular attendees of London Sport conferences and connect series events.

London Youth

TMCSC is a member of London Youth and is currently delivering sessions as part of its Getting Active programme.

Merton College, Aurora Centre

The Aurora Centre work with young adults with learning disabilities and /or ASD. TM united provide work experience opportunities for the students in gardening and cleaning (see case study 3).

Merton Council

TMCSC works with Mellissa Stewart, Commissioning Manager for Alternative Education and RPA to provide career advice for academy students

Partners with Merton Council in delivering the Towards Employment Project – run workshops and discussion groups with opportunities to obtain work in many sectors

TMCSC recently assisted with the Merton Community Cupboard providing a collection point for people in the borough experiencing Food Poverty during the Covid Crisis Lockdown

Member of Merton Council economic and wellbeing committee.

Merton Voluntary Service Council

TMCSC works in partnership with MVSC and sits on the local youth partnership group.

Venue for the start / finish of the inaugural Wandle 2.5k walk/ fun run for Homestart Merton

Mitcham Job Centre

Mitcham Job Centre utilise the venue for training courses and annual disability job fair.

National Trust

TM United has worked in partnership with the National Trust on their Green Academies project both at Imperial Fields and Farm Road. They offer training via the AQA Merit Award System to unaccompanied asylum seekers; students form the Aurora Centre and Generate a local disability group.

Sutton and District Training

Vocational training and qualifications for the TM United football scholarship programme are run through Sutton and District training.

Sutton Young Care Leavers

Activity and workshop sessions for Sutton Young Care Leavers.

United Living

Delivering vocational training and qualifications for the community from Farm Road.

Functions, training & events at TM United

The function room caters for up to 200 people and is used for meetings, courses, workshops, functions and events. The facility has provided a space for funeral and wakes for the local Tamil, Hindu and Nepalese community, teacher training, South London Nepalese Gurkha Association cultural events, Ghanaian

Independence celebration, Friends in St Helier parties, Merton Volunteer Service Council workshops and awards evening, Club presentations evenings, Christenings, Weddings and Birthday parties.

Football at TM United

TM United Kickers

Fun football sessions run by TMCSC for 4-10-year-olds every Tues eve 5-6 pm and Sat morning 9-10 am. Average attendance 15.

TM United Youth

Mixed youth football teams run by TMCSC for children aged 11 to 16-Year-Olds, teams have training from qualified coaches one night a week and play in the Tandridge League on a Sunday. This season teams included 2 x U12, 2x U13, 2 x U14, 2 x U15, 1 x U16 totalling 250 children.

TM United Football Scholarship Programme

A full-time education programme delivered by TMCSC for 16-18-Year-Olds providing opportunities to study BTEC Sport level 2 or 3 or vocational qualifications in plumbing or construction. The current programme has 62 boys registered. Next year the programme will expand to include a degree programme. (see Case Study 1)

Tooting and Mitcham Under 18's

The students within the academy programme have opportunities to play for Tooting & Mitcham United FC at U18 level in the Tandridge League, Isthmian Youth League and in the Virtual Learning UK (VLuk) league.

Tooting and Mitcham Under 23's

Providing a pathway from the youth teams into the first team the U23's team bridges the gap and provides competitive opportunities playing in the Isthmian Development League. The U23's squad consists of 35 players.

Tooting and Mitcham United FC

The senior team at TMUFC play Step 4 football in the Isthmian South Central League, with home games taking place at Imperial Fields 3 pm on Saturday and 7:45 pm on a Tuesday evening. Average attendances to games this season have been over 200. The club has a track record of developing young players to a

good standard as demonstrated by the progress of the following players, Abraham Odoh (Charlton Academy), Lexus Beeden (Reading Academy), Saidou Khan (Maidstone first team) and Tope Fadahunsi (Loughborough University).

TM Walking Football

Walking football delivered by TMUFC takes place every Monday evening from 5:30-6:30 pm providing physical and social activity for adults over the age of 50. Average attendance 15.

Tooting Bec FC

Tooting Bec FC ground share with TMUFC, with their first team play at Step 6 in the Combined Counties League. They run 2 other adult men's teams, a women's team, playing in the Greater London Women's League, and a veteran's side.

AFC Wimbledon

AFC Wimbledon delivers training for their scholars aged 13-16 years at Imperial fields 3 times a week.

AFC Wimbledon Girls and Ladies

Various youth teams train at Imperial Fields totalling 3 sessions a week.

AFC Wimbledon Foundation

AFC Foundation uses the facilities at Imperial fields to deliver various activities including Walking Football on a Wednesday evening (20) and a Friday Night League (Kicks sessions) for 14 to 21-year-olds.

Fulham Foundation

Fulham delivers a Saturday Skills Training session for 5-11-year-olds every Saturday.

Elite 10 Coaching

Run a Development Centre every Tuesday 5-6:30 pm and an Elite Centre every Thursday 5-6:30 pm at Imperial Fields as well as an Academy programme for 16-19 years olds which has 40 students.

St George's Medical School

St George's Medical School use the artificial pitches for training and matches for their 4 men's teams on the at Imperial Fields

Disability Football

Several disability organisations use the facilities at Imperial fields for training and matches including Care Management Group (Adult Male Learning Group), Generate (Adult Male Learning disability) and St Georges Mental Health team. In partnership with AFC Wimbledon, a pan-disability league operates from the facility 4 times a year providing local competition.

Annual charity match

Held at the end of the season TMUFC organise a charity match to raise fund for Bloodwise, the UK's leading blood cancer research charity

Football Training for local clubs

The artificial pitches at Imperial fields enable local clubs to run training sessions including, Ahmadiyya Muslim Youth (AMY) FC (Adult Male), Cheam Sports (Adult Male), KFC Club (Adult Male), Morden Shooting Stars FC (Male 11-16 yrs), PRL White Eagles (Polish group, Adult Male), Wimbledon Town FC (Youth), Worcester Park Colts (Youth Male).

Other Sports/ activity at TM United

Merton School Sports Partnership

Merton SSP uses the facilities to host their primary school games competitions including the Year 5/6 Tag Rugby finals (16 teams), Key Stage 2 Inclusive Football Festival (30 teams), Year 5/6 Football Finals (16 Boys and 16 girls teams).

Schools

Several schools use the facilities for PE curricular sessions, extra-curricular activities and matches including Graveney school (male & female matches), Glenthorne High School (PE sessions, summer term), Cricket Green School (disability coaching with AFC Wimbledon).

DSActive

DSActive run a multisport summer camp for people with Down's Syndrome aged 5+ increasing their physical activity, confidence, social skills & Wellbeing engaging over 50 participants (see case study 2)

Rugby at TM United

Harlequins and Old Rutlishians regularly use the facilities at Imperial Fields for training sessions.

Lacrosse at TM United

The artificial pitches are also suitable for Lacrosse and several teams use Imperial Fields for matches and training. Hillcroft Lacrosse Club has their home games at Imperial Fields using the front artificial pitch. They have 3 men's teams and 1 women's team using the facilities on a regular basis. Putney Ladies and English Lacrosse team request use the facilities on an ad-hoc basis for matches or training.

Cycling Proficiency

Provided facility for Merton Council to deliver cycling proficiency sessions during the school holidays for local residents.

New Facility Need

The need for the new community facilities has been demonstrated through the Community Value Impact Assessment and Sports Hall Needs Analysis submitted as part of the planning process.

The site is recognised a priority for changing room development in the Merton Playing Pitch Strategy 2019 and FA Local Football Facility Plan 2019. The need for the additional ancillary facility for the rear 3G artificial pitch is classified as a high priority with an action for Merton Council to work with the club to identify funding streams and finance for the project.

The need for additional Sports Hall provision in the borough was identified in the Merton Open Space Study (2010-11) and still exists today using the Sport England Sports Facility Calculator.

Impacts

The development of the residential enabling block on-site will be the catalyst to a step-change in the impact the site has in terms of social, economic, cultural and environmental indicators. The development will create;

- ✓ Affordable new community facilities with an intended opening date of early 2022 including a 5 court sports hall, flexible studio spaces, increased meeting/classroom space and modern accessible changing facilities;
- ✓ An increase in annual visits from 210,000 to an estimated 350,000, with 75,000 of those visits from new people;
- ✓ A greater diversity of sport, health and wellbeing activities available for the local community, including dance and fitness programmes and arts and cultural activities;
- ✓ 360 inactive individuals becoming active, in the first year followed by a 10% increase on figures for the next 3 years;
- ✓ An increase in the diversity of the site's users, with a focus on women and girls, older adults and people with disabilities;
- ✓ An enhanced education and personal development offer, with the introduction of vocational qualifications for young people, currently not in education, employment or training (NEET) and degree level programmes, building on the current 100+ young people undertaking BTECs on-site;
- ✓ A further 13.5 further FTE jobs to be created;
- ✓ An increase in biodiversity and connectivity between the Imperial Fields site and Watermeads nature reserve.



TM United and DSActive



Multi sport summer camp for people with Down's syndrome aged 5+ increasing physical activity, confidence, social skills & wellbeing.

DSActive (part of Down's syndrome Association) has been based at TM United for the past 2 years and have engaged over 50 participants helping them to stay active during the summer holidays



Photos courtesy of DSActive



Emma O'Connor, DSActive

"Working with Tooting & Mitcham Utd FC was great! ...DSActive's aim is to provide sporting opportunities for people with Down's syndrome...the facilities were superb for our participants"

Parent's view

"...The idea of the scheme is to encourage people with Down's syndrome to stay active and be in good health...and that has been our aim for our son who has a heart condition."



TM United more than just Football



TM United Goals for Life



Utilising sport to engage young people and assist them in the development of their goals, aspirations and acquisition of transferable life skills.

Over 400 young people engaged including over 60 young men (16-18 years) involved in the education scholarship programme, 250 players involved in the youth football teams and over 100 others using the facilities through partner organisations




Annual Outcomes

- 200 to have completed the youth outcome star (evidence based tool for measuring change)
- 120 to have obtained an accredited qualification (including FA Coaching / refereeing badges)
- 80 to have engaged in at least 2 months volunteering
- 75 to achieve a BTEC Level 3 qualification
- 10 to achieve a plumbing/construction course
- 5 to be accepted at University
- Opportunities to progress into Professional Clubs
- 15 staff / volunteers up-skilled and confidence to support young people

Jackie Watkins, Director TMCSC

Teaching young people to exist in a very difficult world will give them access to work, education and ensure failure does not result in a lapse which could be difficult to recover from.



TM United more than just Football



TM United and the Aurora Centre



30 students accessing work experience, developing new skills and gaining AQA qualifications.

Activity

The Aurora Centre at Merton College work with young adults aged between 18-25 with learning disabilities and/or ASD. Working in partnership with TM United and the National Trust students access work experience in gardening and cleaning.



Phil Steventon, Aurora Centre

"Since 2017 TMUFC and the Aurora Centre have worked together to provide young adults with learning disabilities access to work experience, development of new skills and the opportunity to find an important role in the community"




Merton Volunteer Awards

Young Volunteer group of the year
Silver 2019 & Gold 2018.

TM United more than just Football

CASE STUDIES

Appendix NB4:- TM United Scholarship Programme



TOOTING & MITCHAM UNITED SCHOLARSHIP PROGRAMME

Full time football & education programme
for 16-19 year olds.



EDUCATION

With several years experience in delivering Football and Education programmes we are fully aware that even the most talented player may not become a professional football player.

As a result of this we aim to ensure the education curriculum is delivered to a high standard and that students are engaged in completing work for a bright future.

Virtual Learning uk

Virtual Learning UK are partners with many professional and semi professional clubs across the country, delivering level 2 & 3 BTECS in sport. A typical week on either the level 2 or 3 study programme consists of a minimum of 16 hours of study.

The BTEC level 2 in sport (football) is a 1 year course, equivalent to 3 GCSE's. If successfully completed, candidates can go on to the level 3 study programme, into employment or take up a subject related apprenticeship. The BTEC level 3 extended diploma in sports coaching and development is a 2 year course, equivalent to 3 A-Levels. Successful completion will provide students with 168 UCAS points which can facilitate going to some top universities.

ENTRY REQUIREMENTS

- BTEC Level 2 - 4 GCSE at grade A* - G
- BTEC Level 3 - 5 GCSE's at C/4 grade or higher

Preferably including English and Maths, although tuition is provided to those who do not have.

SUTTON & DISTRICT TRAINING



Vocational training and qualifications will be offered in Plumbing, Construction, Hair Dressing (Barbering), Social care and Future Media and Gaming to those who attend the Football and Education programme. Students will also receive help and guidance with all aspects of their career such as CVs, application forms and interview prep from qualified IAG staff.

Sutton and District training have also built a lot of relationships within the borough allowing them to organise great work experience for their students.



Plumbing Level 1 & 2 Diploma units

- Domestic hot water systems
- Copper pipework
- Central heating systems
- Drainage systems.



Construction Level 1 & 2 diploma units.


- Painting and decorating
- Tiling operations.
- Maintenance of modern buildings
- Performing Carpentry and Joinery operations.



100%

PASS RATE

**Congratulations
to all of our graduating
Academy Scholars**

The background features a stylized university crest. It is divided into three horizontal sections. The top section is yellow and contains three grey crosses. The middle section is blue and contains a single yellow star. The bottom section is yellow and contains a green plant with two purple flowers. To the right of the crest, there is a white building with grey windows and a grey roof.

50%
going to
University



33%

**going into
apprenticeship
& traineeships**

FOOTBALL

Students will benefit from a weekly minimum of 12 hours of football, this includes matches and training run by UEFA and FA qualified coaches. Students will train 3-4 times a week in the afternoon after they have done their academic work and partake in matches Wednesdays, Fridays and Sundays. The facilities on site allow us to offer gym sessions as well as weekly physiotherapy sessions when needed.

On top of the daily classes and football sessions, students will also have analysis sessions to help them improve and 1 to 1 sessions, targeting the Technical, Psychological, Physical and Social aspects of their game (The Four Corners Development Model).



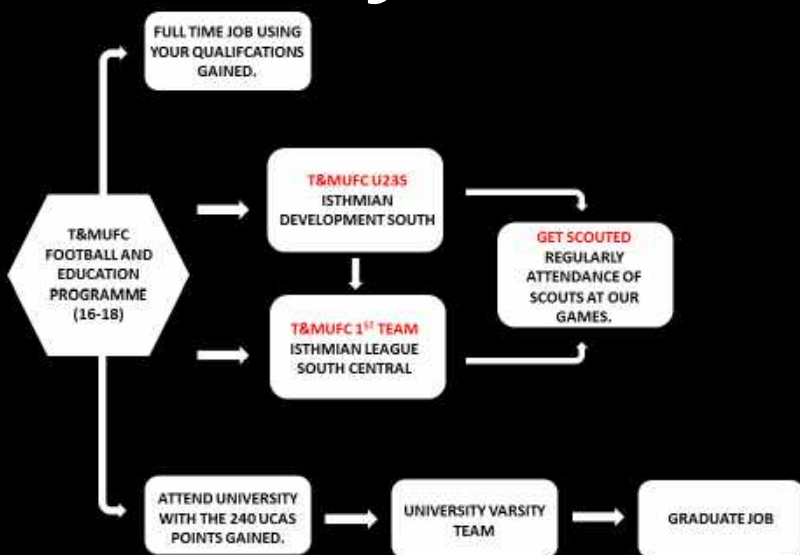
LEAGUES & CUPS

- Tandridge League
- SCL
- Tactics
- FA Youth Cup
- League & County Cup
- Isthmian League (Progress into the U23s & 1st team)

PLAYER PATHWAYS

After completion of our two year Football and Education Programme there is a variety of different pathways our students can take. Students could use their UCAS points gained to go on to University, employment within the sports industry or employment elsewhere using the vocational qualifications gained through Sutton and District Training.

There is of course the pathway leading to first team football for Tooting and Mitcham United FC. We as staff are very passionate about bringing through the youth and developing them as players. This can be seen with the number of academy boys that regularly play for the first team! With this kind of youth development comes a lot of attention from professional scouts!





7
scholars have
made First Team
appearances this
season so far



14

scholars

progressing into

T&M U23s/First Team



2

**players on trial at
professional clubs**





SUCCESS STORIES

SAIDOU KHAN - MAIDSTONE UNITED

SAMUEL FOLARIN - MIDDLESBROUGH UNITED

STEFAN ILLIC - WELLING UNITED

HADY GHANDOUR - CHARLTON FC

LEXUS BEEDEN - READING FC

ISAIAH JONES - MIDDLESBROUGH FC

ABRAHAM ODOH - CHARLTON FC

MICHAIL ANTONIO - WEST HAM UNITED FC

RAZZAQ COLEMAN-DEGRAFT - HAMPTON AND RICHMOND BOROUGH

ARJANIT KRASNIQI - COLCHESTER UNITED FC

MOHAMED BAGATE - CURRENTLY STUDYING FOR A MASTERS IN
FINANCE AT BOURNEMOUTH UNIVERSITY.

DARREN XAVIER - SPORTS AND EXERCISE PSYCHOLOGY AT
PORTSMOUTH UNIVERSITY.

JEROME BLAND - BACHELOR DEGREE IN BUSINESS AT BLOOMFIELD
COLLEGE (AMERICAN SCHOLARSHIP PROGRAMME)





D,D,D

**Congratulations to
Rae Chang-Brown**



**Congratulations
Tharun 'Taz' Selvakumar
Heading to University!**



**D*,D*,D
Congratulations
Theo Edema!**

EXAMPLE WEEK

	9AM	10AM	11AM	12AM	1PM	2PM	3PM +
MON	Year 13 training session (Analysis included) Year 12 lesson			Year 12 training session Year 13 lesson			Gym
TUES	Year 13 training session Year 12 lesson			Year 12 training session Year 13 lesson			U23s and 1 st team training when ready.
WED		1TO1 sessions / Physiotherapy				Match day (SCL)	
THUR	Year 13 training session (Analysis included) Year 12 lesson			Year 12 training session Year 13 lesson			U23s and 1 st team training when ready.
FRI		1TO1 sessions / Physiotherapy				Match day (Taetie)	
SAT		U23s training when ready.					
SUN		Match day (Tandridge)					

CONTACT US

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Official TMUFC

Imperial Fields, Bishopsford Road, Morden, SM4 6BF

Special thanks to the photographers whose work we have used in this brochure;

- facebook.com/SamConquestPhotography
- Kerry O'Shea (@southlondonphotos on Instagram)

Appendix NB5:- DoE 'Holiday activities & food programme':-

Case Study at p19



Department
for Education

Holiday activities and food programme

Resource pack for local authorities

June 2021

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Summary

This resource pack provides information for local authorities as they design their summer 2021 holiday activities and food (HAF) programmes. It has been produced to signpost local authorities and HAF holiday club delivery partners to some of the support and resources available to enhance provision this summer.

This document summarises a selection of different types of external stakeholders and what they have to offer. It does not detail all available support or resources for local authorities and holiday club delivery partners to access. Inclusion of certain resources should not be seen as endorsement of one organisation over others, and local authorities are not required to include all of these resources in the design of their HAF programmes.

Who is this resource pack for?

Local authorities and those delivering holiday clubs as part of the HAF programme.

Context

The Holiday Activities and Food (HAF) programme offers free holiday club places to young people eligible for free school meals. These young people will be offered free places for the equivalent of four weeks in the summer holidays. They can enjoy fun activities that will enable them to develop new skills, take part in creative and physical activities, learn about food and cooking and enjoy free nutritious meals each day.

Local authorities are asked to offer free holiday club provision to all young people receiving benefits-related free school meals in their area. They are not all expected to attend as the provision is voluntary. The provision can also be extended to other children through paid for places.

More information regarding the programme, including the role of local authorities, the framework of standards and grant payment arrangements can be found at:
[Holiday activities and food programme 2021 \(gov.uk\)](https://www.gov.uk/government/programmes/holiday-activities-and-food)

We have published a voluntary code of safeguarding practice for out-of-school settings (OOSS). The non-statutory code of practice covers advice on what policies and procedures providers should have in place for health and safety, safeguarding and child protection, staff suitability, and governance. Guidance for parents and carers is intended to help parents choose a safer setting for their child.

[Keeping children safe in out-of-school settings: code of practice – \(gov.uk\)](https://www.gov.uk/government/publications/keeping-children-safe-in-out-of-school-settings-code-of-practice)

Providers of out-of-school and holiday activities operate from a range of premises, including schools, other regulated educational institutions and other community premises such as village halls. We want to ensure, with these coronavirus protective measures, that all providers are able to open.

[Protective measures for holiday or after-school clubs and other out-of-school settings for children during the coronavirus outbreak – \(gov.uk\)](https://www.gov.uk/government/publications/protective-measures-for-holiday-or-after-school-clubs-and-other-out-of-school-settings-for-children-during-the-coronavirus-outbreak)

We would encourage you and your providers to share and communicate activities in your areas on social media via #HAF2021.

Childcare Works

Childcare Works is a partnership between Mott MacDonald and Hempsall's, who will be working with LAs to identify how things are progressing and which gaps they can fill in terms of support. To prepare, they have looked at the pilot learning and evaluation and listened intently to the experiences of those involved in delivery so far. Childcare Works have experience around:

- Activities, childcare and other services for children 0-18 years-old
- Planning in a local authority context, with commissioned services
- Sufficiency mapping, and identifying risk and gaps
- Reach and engagement strategies
- High quality, Ofsted registration and inspection, and safeguarding
- Food, health and wellbeing
- Legal compliance, health and safety and COVID-19
- Reach and engagement in disadvantaged communities
- Meeting the needs of all children, including those with SEND

Key features of the support offered:

- LA HAF coordinators will have a named **Childcare Works HAF Adviser** to link with for the purposes of keeping in touch and identifying support.
- The Childcare Works **helpdesk** is run by the coordination team and open Monday to Friday 9am to 5pm for queries and questions. LAs have been given the helpdesk contact details directly.
- Working alongside DfE to **appraise data returns and identify common themes** and support needs, as well as collecting some data and progress feedback ourselves.
- **Programme of adviser and expert input** through one-to-one support, cluster meetings, and online training sessions and webinars.
- **Universal support** most useful for you, and identifying areas where there is greater need for improvement, to help make that happen through **improvement plans**.
- Disseminating useful **information** to benefit programme delivery, and using a HAF Knowledge Hub site for you to share information and resources, templates and models, and to connect with each other for **peer-to-peer support**.
- **Expert pool** on hand, when needed, for specialist advice on aspects such as SEND, safeguarding, parental engagement, Tax Free Childcare, sufficiency, and food standards etc.

Department for Education – LA Implementation team

The Department for Education will be working closely with Childcare Works to provide you with as much support as possible throughout 2021.

The LA implementation team will continue to attend regional group meetings, drop-in sessions and information sessions. Your lead contact in the team will also support with enquiries where needed and attend one-to-one meetings between LAs and Childcare Works where helpful. We will also continue to share weekly comms emails, good news stories and policy and guidance updates.

Food and Nutrition

Food plays a major role in the HAF programme, however, HAF is about more than just the food itself. It's an opportunity to learn about food and nutrition, for young people to build an understanding of healthy food, to get stuck in and make a meal, or even grow their own food.

Evidence shows that what happens in the HAF programme can have an impact in the home. Last year we saw a number of organisations provide young people with ingredient boxes and recipe cards to make meals at home with the rest of their family.

The following organisations provide sources of information about nutritional education as well as recipes and ideas for families.

Change4Life - Public Health England

Get the family involved and make tasty meals from scratch with Cook Together. Every week for 4 weeks you will get 2 healthy recipes – with videos, easy-to-follow instructions and a shopping list of everything you'll need – straight to your inbox.

[Home | Change4Life \(www.nhs.uk\)](https://www.nhs.uk/change4life/)

[Recipe idea print-outs | PHE School Zone](#)

The classroom cooking toolkit is full of great ideas to help you teach cooking with FAQs and essential safety tips.

[Classroom cooking toolkit | PHE School Zone](#)

A range of flexible nutrition resources across different subject areas – designed to encourage children to build healthier habits for life.

[Healthy eating | Overview | PHE School Zone](#)

British Nutrition Foundation

Free education resources for teaching young people aged 3-16 years about where food comes from, cooking and healthy eating, and teacher training. [Food A Fact Of Life](#) Activity suggestions and resources to use to engage with parents and carers.

[Parental engagement - Food A Fact Of Life](#)

Full Time: Get cooking with Marcus and Tom

Marcus Rashford and Tom Kerridge have set up 'Full Time: Get Cooking with Marcus & Tom'. They want to help give children and families the skills and confidence to cook good, proper food in their own kitchens, using the equipment available to them. They hope to encourage children and their families to be creative, have fun and spend valuable time together cooking and eating.

As part of the year-long programme, Tom Kerridge has created 52 easy recipes. They are available in various forms from selected supermarkets every Sunday morning. Each recipe will also feature a QR code linking to the [Full Time Instagram page](#) where users can access tutorial videos. Parents are encouraged to try the recipes and share their results via Instagram using the hashtag **#fulltimemeals**.

[FULL TIME MEALS - TOM KERRIDGE](#)

Kitchen Social's response to the 'Take & Make' initiative

Taking inspiration from the recipe kit box phenomenon, Take & Make aims to get children in London learning to cook in their homes and spending time with siblings and parents. The initiative was designed in direct response to the Covid-19 crisis allowing healthy food to be delivered to homes regardless of the lockdown status.

[Kitchen Social - Take and Make \(mayorsfundforlondon.org.uk\)](https://mayorsfundforlondon.org.uk)

Food standards

Providers must provide at least one meal a day (breakfast, lunch or tea) and all food provided at the holiday club (including snacks) must meet [school food standards](#). Our expectation is that the majority of food served by providers will be hot. However, we acknowledge that there will be occasions when this is not possible and a cold alternative may be used.

All food provided as part of the programme must:

- comply with regulations on food preparation:
- take into account allergies and dietary requirements (see the [allergy guidance for schools](#))
- take into account any religious or cultural requirements for food.

Food provision with no on-site facilities:

Case Study from Nottingham Community Trust

Following delivery of similar programmes in Nottingham during 2020, due to the diverse communities within our city, for Easter 2021, we decided to provide a varied offer of food alongside water to support our aim of ensuring children could participate fully in the activity sessions.

Pre-cooked re-heatable food

Each day we provided meals cooked by a local private business with experience of cooking and packaging healthy hot meals (meat, pasta, vegetables). Meals were then eaten on-site by children (social eating), or taken home to be re-heated and eaten with the wider family after the activity sessions.

Sandwiches

We also provided a sandwich option with a variety of fillings.

Healthy snacks

Each day we provided a range of healthy snacks including nutritional breakfast bars and a variety of fresh fruit.

Water

Each day we provided each child with water (and promoted top ups) to encourage better hydration. We know from delivering previous programmes that regular drinking of water improves children's hydration levels and over a sustained period improves sleeping patterns and behavior (when fizzy drinks are removed for sustained periods).

Sport and Leisure

The Chief Medical Officer in England recommends children do at least 60 minutes of activity every day. We want children and young people to enjoy all the benefits that come from being active.

Below is a list of organisations and resources to help get children and young people active with activities that will boost their health and wellbeing.

Active Recovery Hub

Sport England and the Youth Sport Trust have developed an excellent online portal where you can find ideas for over **400 activities** for different age ranges and different times of the day. There is a huge variety of activities from dance to athletic challenges and so much more!

[Your School Games - Active Recovery](#)

Youth Sport Trust

The Youth Sport Trust is a charity aimed at improving children and young people's education and development through sport and play. They have created a range of resources to keep children and young people active.

<https://www.youthsporttrust.org/resources/search>

Change4Life - Public Health England & Disney

Public Health and Disney have teamed up to bring play-along games inspired by children's favourite Disney and Pixar characters. These 10-minute bursts of fun will really get children moving and count towards the 60 active minutes they need every day:

[Disney Shake Up Games | 10 Minute Shake Up | Change4Life \(www.nhs.uk\)](#)

Public Health England

[School Zone](#) - [Physical Activity](#) resources designed for use in schools that can be used in HAF settings including: [Science lesson PowerPoint – Keeping our teeth healthy | PHE School Zone](#)

There is also a campaign resource centre which hosts resources for a range of local partners on numerous health campaigns: [Top tips to keep your family healthy and | Campaign Resource Centre \(phe.gov.uk\)](#)

HAF Active (HAF alliance)

This organisation has created useful top tips and lists of organisations to approach in order to support physical activity in their HAF programme.

[HAF Active](#)

Active Partnerships

[Active Partnerships](#) are strategic organisations that recognise activity levels are affected by a complex system of influences and no single organisation or programme create sustainable change at scale. Active Partnerships seek to make active lifestyles the social norm for everyone and address the worrying levels of inactivity in society. They do this by creating an in-depth understanding of the needs of the local community, brokering cross sector partnerships, supporting the development of a welcoming and inclusive workforce, engaging communities and share learning of what works locally.

Local leisure facilities & sports organisations

We know local authorities have a central role to play when it comes to the provision of community sport and recreation. From local parks to leisure centres, they provide opportunities for local communities to be active and to participate in grassroots sport and recreation of all kinds. Supporting grassroots sport and recreation is an important means of delivering improved public health at a local level. We would encourage you to engage with your local leisure centres & sports clubs and find out if there is a way you can link up and support each other's initiatives.

School Games Organisers

You may want to connect holiday clubs with local School Games Organisers (SGOs) as a useful source of knowledge. There are more than 450 SGOs who work across the country to support schools in their local areas. SGOs have several roles and work with schools to deliver the school games as well as to increase activity levels more generally.

[Your School Games - Who we are](#)

Outdoor learning, activities and nature

Outdoor learning is a broad term that includes discovery, experimentation, learning about and connecting to the natural world, and engaging in adventure activities and outdoor sports. Outdoor Learning helps people of all ages, backgrounds, and abilities to reflect and learn about themselves, each other, and their environment. The positive memories and lasting benefits impact academic achievement, new skills learning, personal and social development, care for the environment, career and professional development, wellbeing, and mental health.

Institute for Outdoor Learning

The Institute for Outdoor Learning supports individuals and organisations who use the outdoors to make a difference for others. Their mission is to increase participation in outdoor learning and recognise and improve the quality of provision in the UK. They can be contacted at: institute@outdoor-learning.org. You can find local organisation members here: [Organisational Members \(outdoor-learning.org\)](https://outdoor-learning.org/organisational-members)

Council for Learning Outside the Classroom

You can download a free guide about how to use learning outside the classroom to deliver learning in school grounds and your locality, as well as COVID safe practices: [Get Outside Toolkit | Council for Learning Outside the Classroom \(lotc.org.uk\)](https://lotc.org.uk/get-outside-toolkit)

The Council for Learning Outside the Classroom also awards the Learning Outside the Classroom Quality Badge to high quality providers. This is a national award that combines learning and safety into a trusted accreditation scheme for all types of learning outside the classroom provider: [LOtC Quality Badge - Learning Outside the Classroom](https://lotc.org.uk/lotc-quality-badge)

Adventure Activity Licensing Regulations

The Adventure Activities Licensing Authority (AALA) came into existence in April 1996. It is currently sponsored by the Department for Work and Pensions. The Health and Safety Executive is currently designated as the AALA.

Adventure activities licensing ensures that activity providers follow good safety management practices. These should allow young people to experience exciting and stimulating activities outdoors without being exposed to avoidable risks of death or disabling injury.

You can search for a registered activity provider: [Adventure Activities Licensing Scheme \(AALS\) - Looking for a provider? \(hse.gov.uk\)](https://www.hse.gov.uk/adventure-activities-licensing-scheme/)

Adventuremark

[Adventuremark](https://www.adventuremark.co.uk/) is a non-statutory safety scheme devised by the Adventure Activity Industry Advisory Committee ([AAIAC](https://www.aaiac.co.uk/)) for providers of adventurous activities that are outside the scope of the [Adventure Activity Licensing regulations](https://www.hse.gov.uk/adventure-activities-licensing-scheme/). AAIAC, have appointed [Adventure Activity Associates Ltd](https://www.adventureactivityassociates.co.uk/) as the supervising body responsible for operating Adventuremark. [Advice for Consumers | Adventure Activity Associates](https://www.adventureactivityassociates.co.uk/advice-for-consumers)

Nature Friendly Schools

Lots of free resources that can be used to help children and young people spend more time getting closer to nature: [Free Resources | Nature Friendly Schools](#)

Royal Society for the Protection of Birds

Lots of great ideas and resources to help kids and families connect with nature, from simple activities they can do at home or at school, to wild clubs, fun articles and family-friendly reserves and events. [Nature Activities for Kids | Fun & Learning - The RSPB](#)

The Wildlife Trust

You can find your nearest nature reserve here: [Nature Reserves | The Wildlife Trusts](#)

The Wildlife Trust have a challenge to do one wild thing a day running throughout June but this can be extended into the summer months

[30 Days Wild 2021 - Sign up for your pack | The Wildlife Trusts](#)

Countryside Classrooms

Countryside Classroom partners are organisations committed to ensuring all children have the opportunity to learn about and experience food, farming and the natural environment. They have a huge bank of resources that cover a wide range of interests, but can be filtered by age and theme: [Teaching Resources | Countryside Classroom](#)

Learning through Landscapes

Free outdoor learning ideas and lesson plans for curricular led outdoor learning or forest school type activities, which can be filtered by age and theme:

[Outdoor Learning ideas | Outdoor Lesson ideas | Outdoor Learning Resources \(ltl.org.uk\)](#)

Creativity & Reading

Culture should be an essential part of every child's education, both in and out of school. The government understands that a lifelong relationship with culture should start when people are young.

We want everyone regardless of background to have the opportunity to experience culture. This is because culture opens doors, improves social mobility and has a huge impact on life chances.

Creativity

Spark creativity this summer through these accessible ways to connect young people to the cultural and arts sector.

Arts Council England (ACE)

Everyone should enjoy the opportunities culture offers, no matter where they start in life. ACE will ensure that children and young people from disadvantaged backgrounds are inspired by and have new meaningful relationships with culture.

Are you in touch with your Arts Council England Bridge Organisations? If not here's how you can find out what arts and music events are happening in your local area: [Bridge Organisations | Arts Council England](#)

[Log on to the Curious Minds Commission with Confidence Summer School padlet](#) forexample templates, guidance and other resources to help identify and commission creative providers in your area.

Reading

Dive deep into reading this summer with these events and activities.

Summer Reading Challenge

Get involved in the Summer Reading Challenge which has a platform to create your own avatar, play games and share recommendations: [Summer Reading Challenge](#)

Local Libraries

You might want to arrange a trip to the local library to get children signed up and shown what is on offer. Many libraries will also be taking part in the summer reading challenge. [Local library services \(gov.uk\)](#)

BookTrust: Getting children into reading

BookTrust is the UK's largest reading charity and reaches 3.9 million children each year through books, resources and support to help them develop a lifelong love of reading. BookTrust is national in scale and works in every region in England, Northern Ireland and Wales. They work through every local authority via children's centres, schools, libraries and health professionals to reach families who need them most. [BookTrust: Getting children reading | BookTrust](#)

National Literacy Trust

[National Literacy Trust](#) are an independent charity working with schools and communities to give disadvantaged children the literacy skills to succeed in life. They believe that by taking coordinated action at a local level to drive up literacy levels, they can support increased educational attainment and employability skills, and improve health outcomes and social capital.

Book Clubs in Schools

Book Clubs in Schools (BCiS) is running book clubs this summer, in conjunction with Speakers for Schools.

[Mini Book Club \(Y6\)](#) & [National Teen Book Club \(age 14-19\)](#)

Reading Well

Reading Well for children provides quality-assured information, stories and advice to support children's mental health and wellbeing. Books have been chosen and recommended by leading health professionals and co-produced with children and families.

[Children | Reading Well booklists | Books | Reading Well \(reading-well.org.uk\)](#)

Bookmark

Bookmark has produced guidance and support for parents reading with their children: [Tips for reading with children](#)

Children can also read along with Bookmark volunteers: [Read with Bookmark — Bookmark Reading](#)

Community and volunteers

We recognise and greatly value the important role community and voluntary organisations have in supporting HAF. We encourage all local authorities to work with a wide range of partners in the delivery of this programme, be that at a national or local level.

Below are some suggested national organisations that could be approached and an outline of what they can offer.

National Citizen Service (NCS)

A youth service designed especially for 16 and 17 year olds, the NCS experience gives young people a clearer idea of what they may want from their future. NCS brings together young people, aged 16-17, from diverse backgrounds all across England, to participate in a unique shared experience. It provides the opportunity to mix with a new crowd, learn new skills for life, take on new challenges and build lifelong friendships along the way. NCS builds on learning new skills and working within local communities, turning passion into action.

NCS is committed to working in partnership with all local authorities, to ensure delivery is embedded into the wider offer to young people. They support wider approaches aimed at young people and target provision to those who are disproportionately affected post-COVID. Bursaries are available for eligible young people, such as those in receipt of free school meals, with full bursaries considered on a case-by-case basis.

In addition to summer and autumn programmes, NCS also delivers year-round support:

- **Skills Booster:** tools and support for schools to build meaningful and impactful personal development curriculums
- **NCS Connect:** our digital hub for young people, full of bite sized content from debates to life lessons, playlists to fun challenges, creative inspiration and more
- **NCS Changemakers:** thousands of young people across 151 local authorities will be given the opportunity to do good in their communities by dedicating five hours a month to social action.

For a further information about working in partnership with NCS in your local authority area please contact communityengagement@ncstrust.org.uk

Website: [Summer | National Citizen Service \(wearencs.com\)](https://www.wearencs.com)

Scouting UK

During the holidays, Scouting often takes place via residential experiences, expeditions and day activities. Local authorities may be able to build on the existing scouting programme delivered to paid members to commission local Scouting or national activity centres to welcome young people not yet involved in Scouting, but who meet the criteria for the HAF programme.

Scouts develops skills for life in young people aged 4 to 24 across England. Programmes are delivered by volunteers, using non-formal education in a range of settings to develop specific outcomes, set out in Scouting UK's [Theory of Change](#), including:

- **Adventure:** physically active, healthier lifestyles, with the courage to try new things
- **Skills for Life:** skills to succeed regardless of academic ability
- **Wellbeing:** Happy, resilient and confident
- **Leadership:** Responsible leaders and team players
- **Citizenship:** participate in society as active citizens – locally, nationally and internationally
- **Connectedness:** respecting difference, with more and deeper friendships

These outcomes resonate strongly with the Holiday Activities and Food programme as they focus on children and young people being active, building character and avoiding isolation.

Benefits for local authorities

Commissioning local Scouting groups to deliver programme places would build capacity in an already established local asset and would allow interested young people to continue participating outside of holiday periods. Being volunteer-led, Scouting UK are likely to be able to reach young people in a cost effective way.

If you would like more information on this programme, please contact:

Liam Burns, Chief Programme Officer: Liam.Burns@scouts.org.uk

Asa Gurden, Head of Scout Adventures, Asa Gurden: Asa.Gurden@scouts.org.uk

Website: <https://www.scouts.org.uk/>

Girlguiding UK

Girlguiding is a charity for girls and young women in the UK, providing activities, skills and fun across the UK.

Girlguiding in the UK is split into 3 countries and 6 regions, which are further divided into counties – these are similar to, but not always the same as local authority counties.

Girlguiding have a number of activities for different age groups that can also be used in HAF:

4-7 years old

- Make your own optical illusion with some simple materials: [rainbows_trickandturn.pdf \(girlguiding.org.uk\)](https://www.girlguiding.org.uk/rainbows_trickandturn.pdf)
- In small groups, make the sounds of a rainstorm using yourself as a musical instrument: [rainbows-sounding-stormy.pdf \(girlguiding.org.uk\)](https://www.girlguiding.org.uk/rainbows-sounding-stormy.pdf)

7-10 years old

- Build your own obstacle course and test your first aid skills: [brownies_first-aid-in-the-field.pdf \(girlguiding.org.uk\)](https://www.girlguiding.org.uk/brownies_first-aid-in-the-field.pdf)
- Transform odd socks into your very own characters to make a story: [brownies_oddsocks.pdf \(girlguiding.org.uk\)](https://www.girlguiding.org.uk/brownies_oddsocks.pdf)

10-14 years old

- Make your very own bird feeder using an orange: [guides_citrusfeeder.pdf \(girlguiding.org.uk\)](https://www.girlguiding.org.uk/guides_citrusfeeder.pdf)
- Test your tastebuds and make your own food dip: [guidestwist-that-dish.pdf \(girlguiding.org.uk\)](https://www.girlguiding.org.uk/guidestwist-that-dish.pdf)

14-18 years old

- Make your own can cooker, perfect for when you need to heat food up outdoors without an oven: [rangers_cancooker.pdf \(girlguiding.org.uk\)](https://www.girlguiding.org.uk/rangers_cancooker.pdf)
- Fact or fiction? Play this game in groups to find out which is true or make believe: [rangers_factorfiction.pdf \(girlguiding.org.uk\)](https://www.girlguiding.org.uk/rangers_factorfiction.pdf)

Website: <https://www.girlguiding.org.uk/>

Regions contact details:

- North West England - northwesthq@girlguidingnwe.org.uk
- North East England - info@girlguidingnortheast.org.uk
- Midlands - midlands.headoffice@girlguiding-midlands.org.uk
- Anglia - angliahq@girlguiding-anglia.org.uk
- South West England - swehq@ggswe.org.uk
- London and South East England - info@girlguidinglaser.org.uk

Effectively engaging teenagers and young people in helping with younger participants:

Case Study from Tooting & Mitcham Football Club

Tooting and Mitcham FC is a lead delivery partner in Merton Council's 'Towards Employment' youth employability project and a well-used community hub.

We wanted to maximise additional social gains for the wider community when delivering HAF at Easter 2021, by providing work experience opportunities for young adults aged 16-24, recruited directly by the club and via the Towards Employment project. They were provided with: initial training; CV support to capture transferable skills, lunch, travel expenses and up to £10 a day in gift vouchers for an 8 hour shift.

Things that worked well:

- Children attending the holiday club really responded to older peer volunteers and were constantly trying to model their behaviour and impress them. This helped with behaviour management.
- The young adults stepped up to the responsibility, were much better at conflict resolution (especially amongst parents) than anticipated, and bonded as a group.
- Merton's Public Health commissioning team were extremely supportive and we were able to include lots of interactive sessions delivered by Public Health commissioned services.
- Volunteers were representative of our community, which was valuable in supporting children who did not speak English, who were fasting, and who were neuro and physically diverse.
- Through our club we were able to obtain DBS checks, the cost of which was included in our funding application.

Lessons we learnt:

- The young adults needed to be kept busy and purposeful to remain engaged. It may also have been beneficial to limit the number of volunteering days to a week.
- A longer initial briefing session clearly outlining expectations around language, use of mobile phones etc, would have been better if scheduled at least a couple of days prior to delivery.
- Engaging our young adults has had a sustained and positive effect on their sense of community with many reporting that parents and children they met during the project had stopped them to say hello.
- Recognise that these volunteers are young adults and therefore expect a certain number to drop out and plan accordingly.

[Tooting and Mitcham FC Easter 2021 HAF provision](#)



Department
for Education

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Appendix NB6:- Site Photographs

1 Previously Developed Land



Tooting & Mitcham Hub



4 Previously Developed Land



2 View from the Site Access Road towards Built Form



3 View from the Site Entrance to the Surrounding Urban Area



5 Area with Extant Permission for the Proposed South Stand



11

Main Stadium Block

Tooting & Mitcham Hub



14

The View from London Road across Mo3 to the Stadium

12

View from the Stadium across Mo3 and the Urban Area

15

The Main Stand

13

The boundary between PDL and proposed retained MOL

Appendix NB7:- Draft Statement of Common Ground (SoCG)

DRAFT – May 2022

Statement of Common Ground between London Borough of Merton and Tooting & Mitcham Sports & Leisure Limited

Tooting & Mitcham Football Club, Imperial Fields, Bishopsford Road

1. Parties involved and background

- 1.1 This Statement of Common Ground ("SoCG") has been prepared between London Borough of Merton ("LBM"), and Tooting & Mitcham Leisure Limited ("TM Ltd") in connection with land at Tooting & Mitcham Football Club, Imperial Fields, Bishopsford Road, Mitcham (the "Site").
- 1.2 The Site is allocated under Draft Policy Mo3 within Merton's new Local Plan Publication Stage 3 July 2021 (with proposed amendments November 2021) ("NLP") for residential use with an indicative site capacity of 60-77 homes. Draft Policy Mo3 sets out detailed development criteria for the site.
- 1.3 The Mo3 site allocation area now benefits from planning permission for:- 'Erection of 6 storey residential building comprising 77 residential units with associated parking and landscaping'. This decision was issued on 22nd December 2021 (under LB Merton's reference 19/P4094), following the Mayor's GLA Stage 2 approval issued in April 2021.

2. Context / Need for a Statement of Common Ground

- 2.1 Since publication of the NLP, the planning permission relating to application 19/P4094 has been issued. There is a need to provide the Inspector with the details of this permission and the draft allocation updated accordingly. There is also a need to present areas of agreement in relation to the site's future MOL status.
- 2.2 This Statement of Common Ground aims to address these matters.

3. Agreed Proposed Modifications to Allocation Mo3

- 3.1 On the basis of the issue of planning permission on the 21st December 2021, it is proposed and agreed that the allocation be updated as follows:

~~"On 21 December 2021, 20 August 2020, Merton's Planning Applications Committee resolved to grant planning permission for the development of 77 homes on the site was granted. – subject to the completion of a S106 legal agreement and conditions. This application is considered to be of potential strategic importance and therefore, as part of Stage 2 of the referral process, the Mayor of London reviewed the application. In April 2021, the Mayor decided that the council's decision could stand and the application was therefore approved."~~

- 3.2 The above modification would be confirmed through post-Examination Main Modifications and are agreed between LBM and TM Ltd.
- 3.3 Following the site allocation and given the grant of planning permission for residential development which considered the proposals in full against MOL policy criteria, it is intended that site allocation Mo3 be removed from MOL designation. This is set out in the Policy Map Changes dated November 2021. MOL-18 states that the removal of this part of the Tooting & Mitcham Hub is to align with the approved planning application for

residential development.

4. Areas for further discussion

- 4.1 The Site provides sports, recreation, enterprise and related community facilities, to increase health, well-being and sports participation in a deprived part of the borough. A community-focused ethos is enshrined, and the club works closely with Sport England, the Football Foundation, London Sport, the Clinical Commissioning Group, the local education authority, Wandle Regional Park and Merton Council to provide a variety of services and facilities for local people. These have evolved over the years to respond to ever changing local needs. In doing so, it has become a much cherished and valued asset in the local community. The Merton2030 community-led plan recognises the Site as one of Borough's key sporting assets and sets out that *"Tooting & Mitcham FC supports grassroots football and education, winning the annual Blacklist community sporting award."*
- 4.2 In light of the Council's regeneration agenda; their public/private partnership aspirations; and recognition of the importance the site plays both for sport and within the local community; we would welcome discussions with the Council around opportunities to be identified as a specific regeneration project by the Future Merton team. Indeed, to also work together with the LBM to provide continued support for sport and the local community by enhancing facilities at the site through a public / private partnership.

5. Areas of disagreement

- 5.1 LB Merton set out that the proposed MOL-18 changes to the Policy Maps (November 2021) that the remaining land (outside of allocation Mo3) still meets the MOL criteria 1,2,3 and 4 of the London Plan.
- 5.2 TM Ltd disagrees that the remainder of the Site meets MOL criteria and set out in their Hearing Statement the reasons for this. TM Ltd make the case that additional parts of the Site should be removed from MOL designation to allow the club to continue to operate unfettered.

Agreed by:

LB Merton

TM Ltd

Date: