

Date: 18 December 2013

**Community Use Agreement  
for the use of  
Multi-Use Sports Area and Pavilion  
at  
Dundonald Recreation Ground**

**Agreement between: London Borough of Merton  
The Governing Body of Dundonald Primary School**

Agreement in relation to arrangements for community use of Multi-Use Sports Area and Pavilion at Dundonald Recreation Ground

In connection with Planning Permission Merton Council – application reference 12/P1058

Contents

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

- (1) **LONDON BOROUGH OF MERTON** of Civic Centre, London Road, Morden, Surrey, SM4 5DX (“the **Council**”)
- (2) **THE GOVERNING BODY OF DUNDONALD PRIMARY SCHOOL** of Dundonald Road, Wimbledon, SW19 3QH (“the **School**”)

## **1. Recitals**

- 1.1 Planning Permission was granted by the Council for the Development subject to an obligation being given by the Council as landowner securing the detail of the draft Community Use Agreement which was submitted as part of the planning application.
- 1.2 The parties wish to enter into this Agreement in order to make the Multi-use Sports Area at Dundonald Recreation Ground available to both the School for their use and the local community
- 1.3 The parties to this Agreement should be open to in the future extending the use of the Multi-use Sports Area to sports interest groups in the local community that promote the use of the facilities for positive sporting benefit
- 1.4 The Council is registered with freehold title absolute of the Land with title number SGL713184.
- 1.5 The Council has responsibility for the provision of sports facilities in the local area for use by and for the benefit of the school and the community and is desirous of entering into this Agreement in furtherance of that responsibility and as the local education authority, landowner and local planning authority in respect of the Development.

## **2. Definitions and Interpretation**

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

<b>Community Use</b>	means use of the Sports Facilities by the local community including organised sports clubs, organisations and for casual use.
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<b>Casual Use</b>	means availability for any individual(s) or groups to book the Sports Facilities in advance for use on a pay-as-you-play basis, where space is available
<b>Development</b>	means replacement of multi-use sports area and Pavilion as part of a school expansion development for which Planning Permission has been granted
<b>Land</b>	means the land shown edged black and the land shown edged blue on the plan annexed comprising the Multi-use Sports Area and the Pavilion
<b>Multi-use Sports Area</b>	means the Multi-Use Games Area known as a MUGA to be constructed on that part of the Land shown coloured yellow on the plan annexed
<b>Parties</b>	means the parties to this Agreement
<b>Pavilion</b>	means the pavilion building to be constructed on that part of the Land shown coloured amber on the plan annexed
<b>Planning Permission</b>	means planning permission granted by the Council for application reference 12/P1058 dated 27 November 2013 and annexed at Annexure 1
<b>Restriction</b>	means the following restriction in form L to be registered against title number SGL713184 by the Council at the Land Registry "No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of clause 9.1 of the Community Use Agreement dated 18 December 2013 made between the London Borough of Merton and the Dundonald Primary School

have been complied with or do not apply to the disposition”

**Review Group**

means representatives of each of the Parties to this Agreement or their nominees identified on Schedule 3 to this agreement forming part of this agreement

**School Core Times**

means 08:00 to 17:00 Mondays to Fridays during term time as defined in Schedule 2 to this Agreement

**Sports Facilities**

means the Multi-use Sports Area and Pavilion as further described in Schedule 1 to this Agreement

**3. Aims**

The Council and School agree to pursue the following aims:

Providing opportunities for the school, 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;
- Increase the number of people of all ages and abilities participating in sport and physical activity including people with disabilities;
- Use the facilities to encourage the range, quality and number of school sports club links and to stimulate competition that is inclusive of young people and adults;
- Provide affordable access to the facilities and to be self financing in terms of community use.

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

The Council agrees to make the Multi-use\_Sports Area available for School and Community Use in accordance with the provisions of Schedule 2 to this Agreement and the Pavilion available for Community Use.

#### **5. Targets for Community Use**

The School shall use reasonable endeavours to engage in appropriate sports development strategies, including making a contribution to local participation targets for sporting and physical activity. The School shall work with the Council and School Sports Partnership to provide a range of opportunities and pathways for their school children.

#### **6. Marketing and Promotion**

The Council will be responsible for the marketing and promoting of use of the Sports Facilities in accordance with the agreed aims and targets

- (a) a policy of affordable pricing to assist in the achievement of the aims of this Agreement;
- (b) the promotion and forward planning of development activities, at times which best suit the target groups;
- (c) equal opportunities of access;
- (d) an easy and accessible booking arrangement for casual use and block booking.

#### **7. Review**

7.1 In the first year of operation of the new Multi-use Sports Area, a Review Group as set out in schedule 3 will meet quarterly, whilst in future years the Review Group will meet annually in mid-September, to discuss the usage, bookings, operational matters relating to the Community Use of the Multi-use Sports Area to assist with the development and improvement of community and school access.

7.2 The Review Group will agree means and targets to increase the number of people of all ages and abilities participating in tennis and other sport and physical activities.

- 7.3 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
- 7.4 The Council shall not change the level of Community Use or Dundonald Primary School exclusive use of the Multi Use Sports Area as set out in schedule 2 without the prior written approval of Sports England and the governing body of Dundonald Primary School
- 7.5 The council will seek representatives or potential users (clubs or National Governing Body/ County Sports Partnership acting on their behalf) of the new Multi Use Sports Area and in partnership with Dundonald Primary School will endeavour to extend the signatories to this agreement by deed of variation should a suitable community group be forthcoming.

## **8. Duration of Agreement**

This Agreement shall operate for so long as all of the Sports Facilities are provided in accordance with the Planning Permission or until terminated or varied with the consent of all parties to this Agreement and Sport England.

## **9. Council's Covenants**

The Council covenants:

- 9.1 not to dispose of the Land or any part of it without procuring that the transferee/assignee enters into a Deed of Covenant expressed to be for the benefit of the Council and its successors in title to observe and perform the obligations on the part of the Council set out in this Agreement and to apply to the Land Registry for the restriction as set out in clause 9.2 below to be registered against the title;
- 9.2 to apply to the Land Registry to enter the following restriction against the title to the Land:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of clause 9.1 of the Community Use Agreement dated 18 December 2013 made between the London Borough of Merton and the Governing Body of Dundonald Primary School have been complied with or do not apply to the disposition"

**10. Authority**

The Council 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 Multi-use Sports Area to be made available for School and Community Use shall comprise the following:-
  - Multi-use Sports Area comprising 3 marked tennis courts and nets, and
  
2. The Pavilion, including ancillary facilities (toilets, changing rooms etc), to be made available for Community Use which shall comprise the following:-
  - 4 Team changing rooms
  - Male, female & disabled toilets
  - Lift for DDA compliance
  - Social space with ancillary kitchen on the first floor

## Schedule 2

### Arrangements for Community Use for the Multi-Use Sports Area

#### 1. Users

- 1.1 The Multi-Use Sports Area shall be made available for School and Community Use.

#### 2. Hours of Access

- 2.1 The Multi-Use Sports Area shall be made available for public use during the hours in which the recreation ground is open other than times when it is restricted to use by the School under paragraphs 2.2 and 2.3 of this Schedule.

- 2.2 School use shall be term-time on Monday to Friday between the hours of 08:00 and 17:00 hours except for the following times during these hours when it will be available for general public use:

**Autumn term (September to December) and Spring term (January to late March/early April):** Monday to Friday 09:00-10:00 ; Mondays, Wednesdays & Fridays 15:45-17:00

- 2.3 **Summer term (April to July):** Mondays, Wednesdays & Fridays 09:00-10:45 and 15:45-17:00; Tuesdays and Thursdays 09:00-10:00 and 13:45-15:15

- 2.4 School use of the Multi-Use Sports Area will also be required in emergency situations, whereby the whole school needs to use the Multi-Use Sports Area as a mustering point, however the School will not use any Community Hours for practising such emergency evacuations.

- 2.5 Community use shall be all hours when the park is open and outside of those hours set aside in this agreement for School use.

#### Pavilion

- 2.6 Community use of the pavilion facility will be available all hours when the park is open and further hours by arrangement.

### **3. Pricing**

- 3.1 Pricing for casual tennis or other sports uses for the Multi Use Sport Area will be in accordance with all other prices for similar public owned facilities in the London Borough of Merton.
- 3.2 In 2013 – 14 the LB Merton prices for casual tennis is:-  
Adult - £7.00 per court per hour anytime  
Concession - £5.00 per court per hour anytime  
Tennis coaches – Adults: £13 Junior: £11 per court per hour anytime
- 3.3 The prices are set annually as part of the council's budget setting process.

### **4. Booking arrangements**

An easy and accessible advance booking arrangement for Casual Use and block bookings shall be established for hire of the Sports Facilities using the Council's online booking system.

### **5. Tennis nets & sports equipment**

- 5.1 The presence and condition of tennis nets will be the responsibility of the Council with its Greenspaces operatives checking the nets during the execution of their duties.
- 5.2 Should the School or other user need to remove the nets to allow an alternative sporting activity to take place on the Multi-Use Sports Area that user will be expected to put the space back into the same order in which they found it including the erection of nets where appropriate.

### **Schedule 3**

#### **Review Group**

#### **Membership**

- **LB Merton – Parks & Leisure – 2 representatives**
  
- **School – 2 representatives**  
– one from the Staff and one from the Governing Body

#### **Terms of Reference**

##### **1. Purpose**

- (a) To each set annual targets for selves towards meeting agreed aims and objectives of this agreement
  - In year 1 of implementation this will include:
    - all school children engaged in a minimum of 2 hours high quality PE & Sports activities
    - all school children provided with out-of-school sports & play opportunities
- (b) To receive reports on progress against agreed aims and targets set previously
- (c) To ensure effective partnership working between the organisations involved in school/club/community use.
- (d) To agree the core timetables for annual use and discuss their implementation.
- (e) To monitor public use hours to ensure no reduction in hours of public use during school term-time
- (f) To consider day to day management issues and agree resolutions and timescales for rectification.

- (g) Consider other opportunities for greater school / club / community links using the Multi use Sports Area
- (h) To share good practice and seek out opportunities for joint working

## **6. Officers**

The Council will in the first instance manage, chair and provide the secretariat for the review meetings, after the first year of operation the Review Group will elect the Chair & Secretariat for the following year.

The Chair shall have the following roles;

- Role of Chair:
  - To direct and control the meetings of the committee.
  - To cast a further vote if necessary to resolve any tied decision(s).
  - To represent the group at other meetings and functions as necessary.

The Secretary shall have the following roles;

- Role of Secretary:
  - To compile and maintain minutes of all meetings.
  - To compile and issue agendas for meetings in timely fashion.
  - To take care of all communications to and from the group.

## **7. Operation**

- (a) The full group will convene at least once per annum. Additional meetings will be held as considered necessary.
- (b) The Council in liaison with the School will resolve day to day issues.
- (c) Day to day operation will be the responsibility of the Council.

## **8. Reporting**

- (a) Minutes of Review meetings will be circulated to all parties.

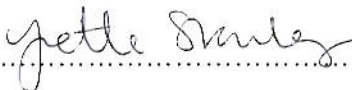
## **9. Agenda**

- i) Apologies
- ii) Minutes & Actions of Previous Meeting
- iii) Reports from each partner on progress against targets
- iv) Review actual use of Multi Use Sports Area
- v) Future timetable of use
- vi) Day to day management issues
- vii) Sports development opportunities & joint working
- viii) AOB
- ix) Date of next meeting


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

Signed by .....  .....  
Director of Environment and Regeneration

Date: ..... 18.12.13 .....

Signed by .....  .....  
Director of Children, Schools and Families  
Duly authorised by the LB Merton

Date: ..... 18.12.13 .....

Signed by .....  .....  
Chair of Governors, Dundonald Primary School

Date: ..... 18/12/13 .....

Duly authorised by the governing body of Dundonald Primary School





- Key:**
- 296m<sup>2</sup> Area transferred to school external space
    - 190m<sup>2</sup> Foundation Play
    - 106m<sup>2</sup> New Building / MUGA access
  - 283m<sup>2</sup> Additional School building on Recreation Ground land (566m<sup>2</sup> over 2 floors)
  - 147m<sup>2</sup> Replacement Pavilion (284m<sup>2</sup> over 2 floors)
- Note: Total footprint of new building is 430m<sup>2</sup>.**
- 7652m<sup>2</sup> Tennis Courts / Multi Use Sports Area
    - School use only during set hours.
    - Public use other times

Existing structures to be demolished with 431m<sup>2</sup> land to become Public Open Space.

- 19m<sup>2</sup> Storage Sheds
- 412m<sup>2</sup> Existing Pavilion

2578m<sup>2</sup> Total



Client: London Borough of Merton	
Job Title: Dunderdall Recreation Ground and Primary School	
Drawing Title: Land Appropriation Notice dated 3rd October 2013 Detailed Plan of Areas	
MR Date: 01/10/13	MR No: 0186
MR No: 0186	MR No: 0186
MR No: 0186	MR No: 0186
MR No: 0186	MR No: 0186
MR No: 0186	MR No: 0186



Recreation Ground

SCHOOL SITE EXISTING BOUNDARY

