

# COPY



## Communities

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Cheri Gardner  
BAM Construction Ltd  
Fore 2, 2 Huskisson Way  
Shirley  
Solihull  
B90 4SS

14<sup>th</sup> January 2020

Dear Cheri Gardner,

**Construction of a new Special Education Needs school and a new secondary school on land off Anderson Avenue and Long Furlong in the suburb of Rokeby, Rugby, Warwickshire .**

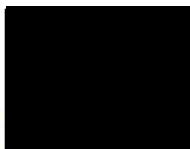
**Local Authority Reference No. RBC/16CC016 – Discharge of Condition 33 (Community Use Agreement).**

I refer to your submission made by e-mail on 26<sup>th</sup> November 2019 and the revised draft Community Use Agreement attached to that e-mail seeking to discharge condition 33 of the outline planning permission granted on 21<sup>st</sup> December 2017 under local authority reference no. RBC/16CC016.

I can advise you that for the purposes of condition 33 of the outline planning permission granted on 21<sup>st</sup> December 2017 under local authority reference number RBC/16CC016 approval is given for the implementation of the Community Use Agreement attached to your e-mail dated 26/11/19 to discharge condition 33 of the outline consent.

I will ensure that this letter is attached to the public record as a record of the formal discharge of this condition and I would advise that this letter is retained in your records for the same purpose.

Yours sincerely,



Ian Grace  
Principal Planner  
Warwickshire County Council

*Working for  
Warwickshire*

Date:

**Learning Today Leading Tomorrow (on behalf of Rugby Free  
Secondary School)**

**Warwickshire County Council**

**Rugby Borough Council**

Draft v10 Agreement in relation to arrangements for community use of  
facilities at Rugby Free Secondary School

In connection with Planning Permission  
RBC/18CC002

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DATE ]

**(1) TRUST - Learning Today Leading Tomorrow of Bailey Road, Rugby CV23 0XD**

**(2) LOCAL AUTHORITY of Warwickshire County Council**

**(3) RUGBY BOROUGH COUNCIL of Town Hall, Evreux Way, Rugby CV21 2RR**

## **1. Recitals**

1.1 Planning Permission was granted by the Warwickshire County Council for the Development subject to conditions. Condition 33 of the Planning Permission requires that an agreement shall be submitted to the local planning authority for approval to demonstrate how community access to the Facilities within the Development and/or the wider school site will be managed.

1.2 The parties wish to enter into this Agreement in order to make the indoor and outdoor Facilities and car park at the school site, available (when their use is not required by the School) for use by the local community in compliance with the terms of this Agreement and Conditions 33. The parties will also be guided by condition 13 set out in the Reserved Matters document dated 17 July 2018.

1.3 The Trust is the owner of the School Premises and is responsible for their use.

1.4 The Council has responsibility for the provision of facilities in the area for use by and for the benefit of the community and is desirous of entering into this Agreement in furtherance of that.

1.5 The County Council is the local education authority for the area and joint the Landowner/applicant for Planning Permission/local planning authority

1.6 The Trust is the owner of the Rugby Free Secondary School and agrees to provision of community access to the Facilities

## **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 facilities by the local community including organised sports clubs, organisations and groups for casual use.
<b>Casual Use</b>	means availability for any individual(s) or groups to book the facilities in advance and for use on a pay-as-you-use basis, where space is available
<b>Development</b>	means the school (RFSS) for which Planning Permission has been granted
<b>Facilities</b>	means the facilities identified in Schedule 1 to this Agreement forming part of the School Premises
<b>Management Advisory Committee</b>	means the Management Advisory Committee as defined in clause [7.1] of this Agreement
<b>Parties</b>	means the parties to this Agreement
<b>Planning Permission</b>	means planning permission (reference RBC/180CC002) granted by the Warwickshire County Council] on 17 July 2018
<b>Priority Groups</b>	means those groups identified by the Parties as being under represented for the particular activity engaged in
<b>Review Committee</b>	means representatives of each of the Parties to this Agreement or their nominees
<b>School Core Times</b>	means 08.00 am to 17.00 Mondays to Fridays during term time as defined in Schedule 2 to this Agreement
<b>School Premises</b>	means the land and buildings comprising Rugby Free Secondary School

### **3. Aims**

The Parties agree to pursue the following aims:

- Provide opportunities for Arts and cultural activities;
- Provide opportunities for Lifelong Learning and skills programmes;
- Provide Access to sports and other agreed facilities;
- 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;
- Using 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;
- To provide affordable access to the facilities and to be self financing in terms of community use;
- To provide affordable access to the facilities and to be self-financing in terms of community use;
- To provide an engaging and stimulating learning environment;
- To raise the profile of Physical Education and fitness.

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

The Trust agrees to make the School Facilities available for Community Use in accordance with the provisions of Schedule 2 to this Agreement outside of School Core Times.

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

The Trust shall use reasonable endeavours to achieve community use targets in line with appropriate leisure, learning and sports development strategies, including making a contribution to local and national participation targets for sporting and physical activity. The Trust shall work with:

- Rugby Borough Council
- Rugby Borough Council Community Development team
- Rugby Sports Development Officers at Queens Diamond Jubilee Centre
- County Sports Partnership of Coventry, Solihull and Warwickshire which aims to use the power and potential of sport & physical activity to enable future generations to have healthier more prosperous lives
- Warwickshire Music Service Partnership
- National Organisations e.g. RFU
- Local organisations that support children's activities such as the Bradby Club
- Quest Academy (co-located)
- Community Organisations such as Harca

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 Trust will be responsible for marketing and promoting any facilities that are designated for use in accordance with the agreed aims and targets. A marketing strategy will be prepared by the Management Advisory Committee, implemented and reviewed on an annual basis.

## **7. Management**

- 7.1 A Management Advisory Committee will be established within four months of the date of this Agreement to advise on Community Use of the designated facilities in accordance with the terms of reference and constitution of Schedule

3 to this Agreement. As the site will not be fully occupied until mid-academic year in 2020, the Management Advisory Committee will oversee preparations for full community use by September 2020 (the next academic year)

7.2 Membership shall include representative(s) (or their nominee) from each of the following:-

- (a) The Trust<sup>1</sup>
- (b) The School<sup>2</sup>
- (c) Representative of any third party management organisation if appointed
- (d) Warwickshire County Councillor for local division
- (e) Rugby Borough Ward Councillor or their representative
- (f) Rugby Borough Council Sports Development Officer
- (g) County Sports Partnership of Coventry, Solihull and Warwickshire
- (h) Representatives from the community user groups such as Harca (Hillside and Rokeby Community Association), Bradby Club and Overslade Community Centre
- (i) Warwickshire Music Service
- (j) Quest Special School (co-located)

7.3 Under these terms of reference, the Management Advisory Committee will, in accordance with this Agreement, seek to recommend a practical policy framework for the management and operation of the facilities during agreed periods of Community Use. This framework should seek to enable:

- (a) a policy of affordable pricing to assist in the achievement of the aims of this Agreement. The policy will ensure that prices shall be no greater than similar local authority run facilities in the area;

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<sup>1</sup> To be the most appropriate person(s), such as Trustee, CEO, FD

<sup>2</sup> To be the most appropriate person(s), such as Trustee, Governor, Head Teacher, Head of PE.



- (b) the promotion and forward planning of development activities, at times which best suit the target groups;
- (c) equal opportunities of access;
- (d) an easy and accessible booking arrangement for Casual Use and block booking, this system to be reviewed on an annual basis;
- (e) an appropriate marketing strategy for the marketing of the facilities for Community Use.

7.4 The Trust will be responsible for the facilities and shall:-

- (a) determine how the facilities are managed including types and levels of roles appointed or whether the management is sub-contracted to a third party management organisation
- (b) evaluate the efficacy of the management arrangements and the performance management of any manager role or the performance management of a third party management organisation
- (c) resource, control and routinely ensure the maintenance of the facilities in a manner that will allow achievement of the agreed aims, and
- (d) make the facilities available on the occasions and times specified in Schedule 2:
- (e) ensure provision of heat, light and water and such other amenities as required for the facilities and their intended use;
- (f) ensure that the premises are adequately insured and that third party users have the required insurances in place
- (g) ensure that there are effective systems in place to safeguard children, including the adherence to the Trust safeguarding policy and/or monitoring of the safeguarding arrangements that third party users have in place
- (h) ensure that the facilities meet all health and safety regulations
- (i) ensure that the facilities comply with all legislation and guidance in force at the time of this Agreement relating to access for disabled users;

- (j) cover the cost of gas, fuel, oil, electricity, water, rates and taxes that may be attributable to the use of the facilities so far as they relate to community use;
- (k) consult with the community use Management Advisory Committee to ensure recommendations for improvements are taken into consideration.

7.5 The Trust may delegate some of the above functions to the school.

## **8. Financial Matters**

8.1 The Trust endeavours to ensure that the costs of operating Community Use at the facilities will be fully covered by income from such use and any surplus will be utilised to:

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

8.1.2 increase the use of the Facilities by any Priority Groups by staging special promotions or by offering discounted rates of hire where appropriate;

8.1.3 improve and increase the stock of sports equipment for use in connection with the facilities.

8.1.4 Support other related activities for the benefit of the children in the school

## **9. Monitoring and Review**

9.1 To support the Management Advisory Committee to undertake a review, two months prior to the date on which the Management Advisory Committee produces its annual report, the Trust shall make available to the Management Advisory Committee details of all usage, bookings, maintenance and financial matters relating to the Community Use of the Facilities to assist with the development and improvement of community access.

9.2 The Management Advisory Committee shall undertake an assessment of the adequacy of the implementation of this Agreement and report to trustees in relation to:

- hours of use of the Facilities;
- pricing policy;

- compliance with targets and aims of this Agreement;
- marketing;
- financial performance of the Facilities during the previous year; and
- maintenance.

9.3 The Management Advisory Committee shall prepare a report based on the above assessment and prepare recommendations as to how Community Use of the Facilities can be further developed and improved for recommendations to the Trustees

9.4 The Trust and school shall implement all reasonable recommendations of the Management Advisory Committee as soon as reasonably practicable.

9.5 In the event any significant changes are required to this Agreement as a consequence of each or any annual review prior written approval of each of the Parties to this Agreement shall be required.

9.6 The Trust and school shall not materially reduce the level of community access to the Facilities required by Condition 33 of the Warwickshire County Council Planning Permission without the prior written approval of the local planning authority following consultation with Sport England.

## **10. Duration of Agreement**

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

## **11. Authority**

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

## **12. No Variations**

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

**13. No Agency**

Nothing in this Agreement shall be construed as creating a partnership, a joint venture, a contract of employment or a relationship of principal and agent between the parties hereto.

**14. Severability**

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

**15. Waiver**

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

**16. Non-Assignability**

This Agreement is personal to the parties and none of them shall assign sub-contract or otherwise deal with their rights or obligations without the prior written consent of the others.

**17. Governing Law and Jurisdiction**

This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

## Schedule 1

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

536-3001 C01

2. The indoor 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 edged red on the attached plan(s)):-

RFS-BMD-XX-00-DR-A-11000 and RFS-BMD-XX-XX-DR-A-11030

## Schedule 2

### Arrangements for Community Use

#### 1. Users

1.1 Facilities shall be made available for Community Use include:

- Indoor sports hall
- Outdoor playing fields
- Classrooms/hall and other appropriate school facilities

1.2 The MUGA is not available for community use

#### 2. Hours of Access

##### TERM-TIME

Community Use	Mon – Fri:	17.30 – 22.00
	Sat:	08.00 – 22.00
	Sun:	08.00 – 17.00

##### SCHOOL HOLIDAYS

Community Use	Mon – Fri:	08.00 – 22.00
	Sat:	08.00 – 22.00
	Sun:	08.00 – 17.00

Hours of use will be monitored by the Management Advisory Committee and a proposal to vary the hours can be recommended to the Trust.

Subject to the School providing appropriate justification to the Management Advisory Committee, the School may restrict the use of grassed sports areas to protect them to fit in with the school requirements.

### 3. Pricing

- 3.1 A policy of affordable pricing shall apply to maximise Community Use and in accordance with the aims of this Agreement. Prices shall be no greater than for similar local authority run facilities in the area.

#### INDICATIVE HIRE CHARGES - MONDAY TO FRIDAY

Sports Hall (full)	£40 per hour
Sports Hall (half)	£25 per hour
Sports Pitches (netball, football, rugby)	£18 - £30 per hour
Dance Studio	£25 per hour
School hall & refectory:	£35 per hour
Drama Studio	£25 per hour
Classroom:	£18 per hour

#### ADDITIONAL CHARGES:

Breakages / damage	Actual cost
Table and chairs set up	£20
Use of basic stage lighting, set up and induction	£50
Staff on site e.g. ICT services, large events	£30 per hour

Weekend bookings will include additional costs to cover out of hours staff attendance

Other charges may be added depending on the event and hirer's requirements e.g. sole use bookings. All hiring charges will be subject to an annual review by the Trust Board.

### 4. Booking arrangements

- 4.1 An easy and accessible advance booking arrangement for Casual Use and block bookings shall be agreed between the Management Advisory Committee and the Trust and established for hire of the facilities using a standard system.
- 4.2 The agreed booking arrangements shall include:-
- Online booking arrangements
  - System to book in person with facility or school

- Booking arrangements will inform community users of availability, non-refundable booking fee, evidence of insurance and safeguarding requirements if required, terms and conditions (tbc)
- All approved bookings will require evidence of adherence to safeguarding, health and safety and insurance policy

## **5. Parking Arrangements**

- 5.1 129 regular and 6 disabled car parking spaces and motor bike spaces shall be available to park for community users.
- 5.2 Users will be expected to use the available car parking spaces and will be regularly reminded of this if required.
- 5.3 Buses will be required to use the bus bays (6) for loading unloading and specific parking spaces designated for buses.
- 5.4 Low level lighting will be maintained in the car park.



### **Schedule 3**

#### Management Advisory Committee

#### Terms of Reference and Constitution

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

- (a) To monitor progress against agreed aims and targets: programming and usage, Trust policy adherence (e.g. safeguarding expectations) and financial performance
- (b) To provide regular reports for trustees of the on the above.
- (c) To advise on policy issues e.g. pricing and the framework of programmes.
- (d) To ensure effective partnership working between the organisations involved in school community use.
- (e) To make recommendation on strategies for future developments of community use at the School and timescales for their implementation.
- (f) To make recommendations to the Trust for any amendments to available hours of use based on evidence of a change in need.

##### **2. Officers**

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 committee at other meetings and functions as necessary.

A Secretary will be elected by the full committee at the first meeting of each financial year (September to August) and will serve for one full year.

- 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 committee.

### **3. Operation**

- (a) The full committee will convene at least 3 times per annum (once per term). Additional meetings will be held as considered necessary by a simple majority of members.
- (b) The Trust may delegate resolution of any day to day issues to the school. The School will be expected to adhere to the policy framework established by the Trust and monitored by the committee
- (c) The School will work with any third party contractor appointed by the Trust where any day to day operation is delegated to them
- (d) Sub-groups/committees may be formed by the Management Advisory Committee if considered necessary or desirable.

### **4. Reporting**

- (a) Minutes of committee meetings will be maintained.
- (b) A formal annual report, as set out in paragraph 9 of this agreement, will be issued to cover policy, financial and sports development matters.
- (c) Other specific reports may be requested by trustees or agreed by the committee

**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 Trust

[Signed by .....

Duly authorised by the County Council]

Signed by .....

Duly authorised by Rugby Borough Council

*[Insert execution clause for the Trust]*

*[Insert execution clause for Warwickshire County Council]*

*[Insert execution clause for Rugby Borough Council]*

*[Insert execution clause for the County Sports Partnership for Coventry, Solihull & Warwickshire ]*

Notes for Trustees (to be deleted in final version)

### Sports

- Rugby SDO has been nominated for the Management Advisory Committee
- Rugby sports resources are stretched and demand after school and weekends will be high especially from Gym & sports hall. (see RBC strategies)
- Demand for Primary Schools sports day
- Junior football clubs may be interested (SDO has contacts with FA offices in Birmingham (Ollie Hitchcock)
- RFU – SDO has links (Matt Wooldridge)
- FA/RFU – Football markings would be a distinct advantage in Sports Hall
- Hot shots basketball
- Netball – growing demand following GB success (WASPs netball)
- SDO/RBC can get information out to groups
- Benchmark costs – we have been advised by RBC that it will be best to do in September 2019 for following year (RBC SDO can provide full costs across RBC)
- County SDO undergoing changing roles recently but place should be made available. Tom Kittendorf (RBC Community Development Officer) is on their Advisory Board. Unlikely to be signatory to the CU agreement. Vicky Joel (director). Luke Frear (development officer.)

### Learning

- Warwickshire Music service would like to organise a Music hub based at the school which will fit with our ethos and be a considerable contract
- Quest Academy are keen to work closely with us e.g. car park overflow, use of facilities

### Local Community use

Harca – Hillside and Rokeby Community Association is being revived (sec. Cllr. Bill Lewis). Keen to be involved in Management Advisory Committee and would be an effective way of engaging with local community post Ofsted.

Proposal to organise engagement events in conjunction with Harca and other community groups (Autumn term 2019 best time before we move into new building but after Sports Hall is available.) Bradby Club and Overslade Community Centre have expressed an interest in being involved.

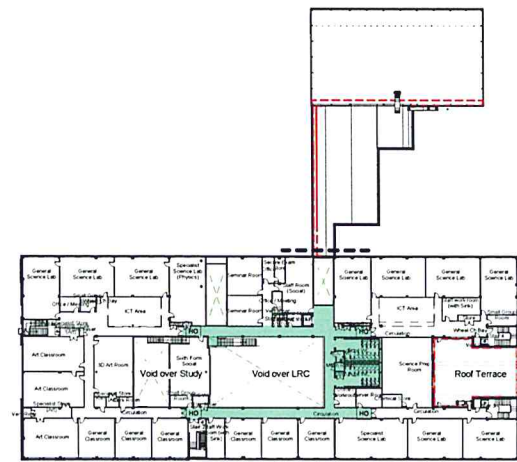
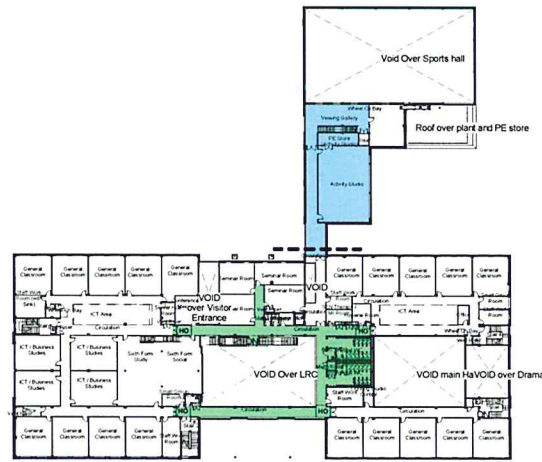
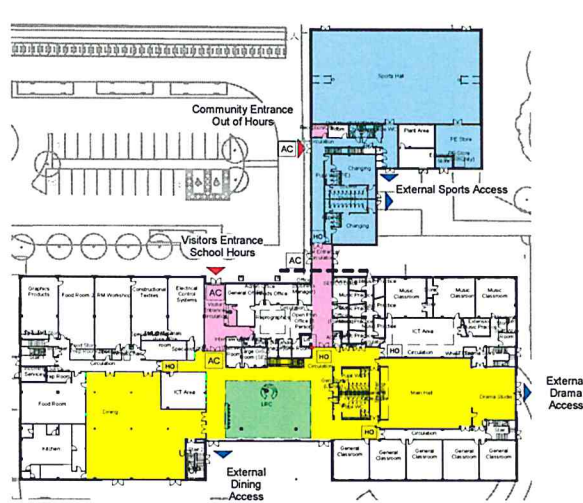
### Rugby Borough Council

Local ward councillor or representative to be invited to sit on the Management Advisory Committee.

DO NOT SCALE FROM THIS DRAWING.  
ALL DIMENSIONS TO BE CHECKED ON SITE.  
FOR REFERENCED VIEWS REFER TO RFD-BMD-XX-DR-A  
SERIES OF DRAWINGS

**Security Legend**

- Secure Lobby and control at entrance
- LRC - Community Access
- Main Hall - Performance
- Sports - Out of hours access
- Lock Down Line
- Access Control Door
- Hold Open Door



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Road, Newcastle, Tyne and  
Wear, NE12 8JQ  
01753 564300  
www.bam.co.uk

Rugby Free Secondary School

Out of Hours Security and Community Access

Contractor Proposal

Scale: 1:500 @ A1  
Date: 17/05/18  
Project: RFS-BMD-XX-XX-DR-A  
Sheet: PD  
WMB 4726  
S2  
11030 P01



Cycle shelters and stands for 140 bikes - pupil parking  
 Bus drop off for 6 buses  
 Visitor and staff parking and 2 no accessibility bays  
 Break in hedge to form pupil access to pitches  
 Shallow swale and attenuation pond as part of SUDS drainage requirement. Fenced off. No permanent water.  
 Existing Native Hedgerow (H2) - Infill with gaps with similar species. Locations and areas to be confirmed on site.  
 Sports pitches provided on existing grass field. Minor regrading and seeding to provide appropriate surface.  
 All weather cricket pitch and long jump facility

Turning head with adopted highway  
 Controlled access from adjacent QUEST school directly to Sports Hall  
 Perimeter site gates at end of adopted road  
 Sub station  
 12 no. Staff cycles spaces & 4 no. motorbikes  
 Accessibility parking 6no. bays  
**Car park on site provides:**  
 129 standard parking spaces  
 8 no. accessibility bays.  
 3 Mini bus bays.  
 12 mvc bays  
 Sliding gate to staff car park  
 Motor cycle parking  
 Service drop off for kitchens and fire access to rear of school  
 Motor cycle parking  
 Refuse store Timber close board fence 1.8m high for 9 no. 1100W Eurobins  
 5 metre wide screen planting - native species hedge and woodland tree planting  
 Refuse lorry / kitchen service turning head  
 Mini bus parking bays

Public right of way retained  
 External dining / learning area with canopies and seating tables.  
 5 metre wide screen planting - native species hedge and woodland tree planting  
 Hard Sports 1825m sq. for 3 no. netball courts and 3 no. tennis. overall 52.5 x 34.75m.  
 Science / Kitchen garden linked to ecology garden  
 Maintenance access to grass pitches.

External

C01 25/09/18 CONSTRUCTION ISSUE

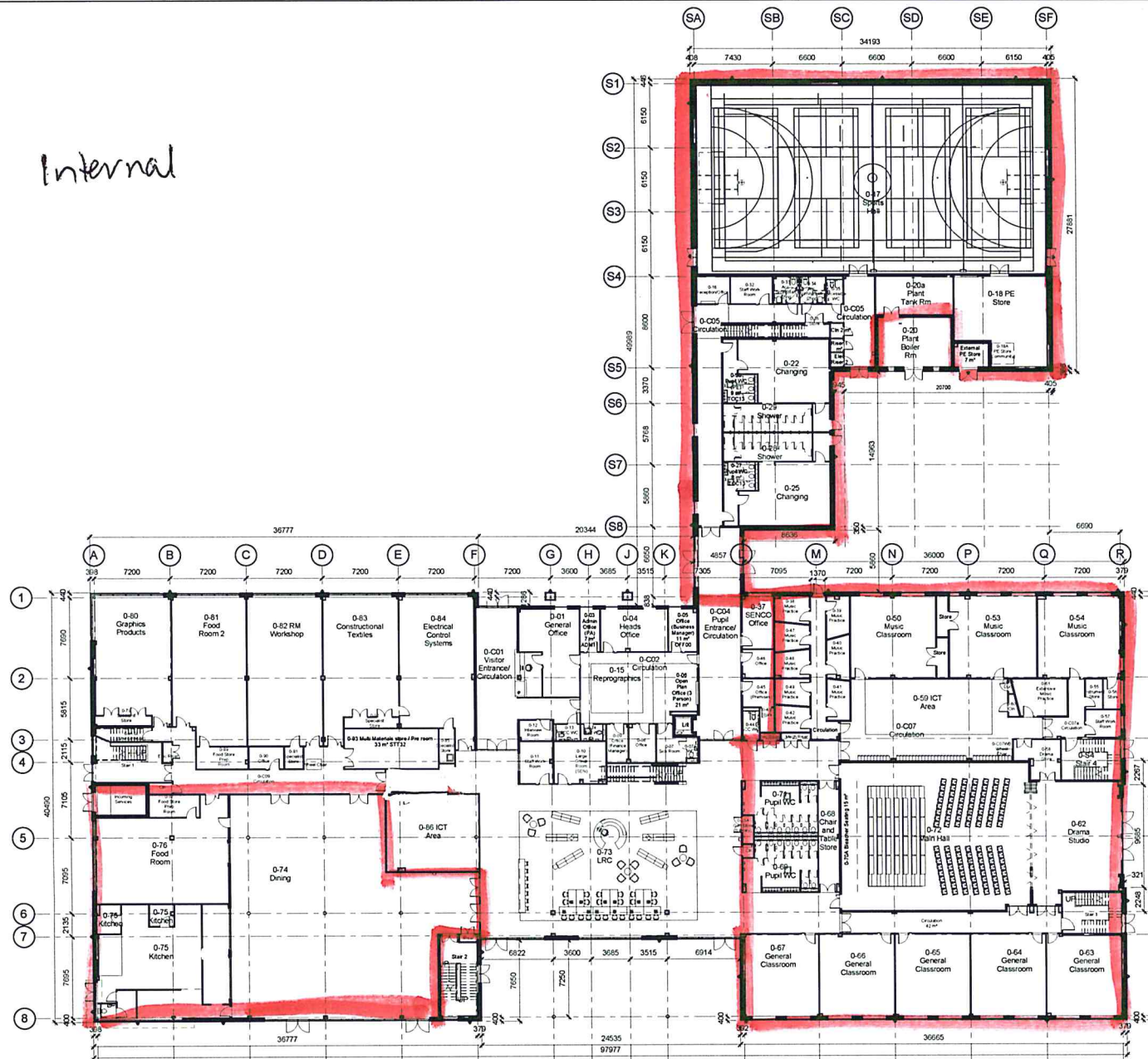
Rev	Date	Notes

**DHLA** Daily Henderson Landscape Architects Ltd  
 Suite 1005  
 Level 10, 2700  
 Victoria  
 Tel: 0114 241 2700  
 info@dhlalandscape.co.uk  
 www.dailyhenderson.co.uk

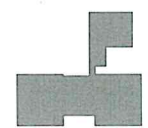
Client: BAM Construction  
 Project: Rugby Free Secondary School  
 Drawing: Landscape Site Plan  
 Scale: 1:500 @ A0 Date: 25/09/18 Drawn by: 526-3001 C01

Internal

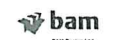
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ALL DIMENSIONS TO BE CHECKED ON SITE.  
FOR REFERENCED VIEWS REFER TO RFS- BMD- XX- 00- DR- A SERIES OF DRAWINGS.



P16	PD	MWB	25/03/19	Doors removed from survey
P15	PD	MWB	07/01/19	Dims added issued for construction
P14	PD	MWB	23/10/18	Open plan office door moved and screen shown
P13	PD	MWB	15/10/18	Layout updated issued for information
P12	PD	MWB	25/05/18	Final Contractor Proposal Issue
P11	AL	MB	25/03/18	Contractors Proposal



**Rugby Free**  
Secondary School



**BAM Design Ltd**  
Architectural Services  
BAM Construction Ltd  
Structural  
Mechanical  
Electrical  
Fire Engineering  
Environmental Services  
Building Information Modelling  
Construction Management  
Construction Services  
Construction Safety  
Construction Surveying  
Construction Technology  
Construction Training  
Construction Virtual Reality  
Construction Virtual Simulation  
Construction Virtual Training  
Construction Virtual Reality  
Construction Virtual Simulation  
Construction Virtual Training

Rugby Free Secondary School

Ground Floor General Arrangement Plan

FOR CONSTRUCTION

As indicated @ A1  
25/03/18  
RFS- BMD- XX- 00- DR- A- 11000 P16