

Waltham Abbey Sports Centre,
King Harold School, Waltham Abbey

Heads of Agreement

1. The Waltham Abbey Sports Centre, (the Centre) will consist of the sports hall (other than the bar, shown hatched blue cross hatched brown on the plan, provided in the sports hall by the District Council), gymnasium and hard play area shown hatched blue on the attached plan (the school facilities) forming part of the premises of the King Harold School (the school) and the four squash courts and other facilities owned by the Epping Forest District Council shown hatch green on the attached plan (the District Council facilities).
2. The Centre will be made available for use by the County Council and the District Council. The total time the Centre is available for use will be apportioned equally between the District Council for use by the public, and the County Council for use by the school and for other educational purposes. The County Council shall have exclusive use of the Centre (other than two of the squash courts) during the school day when the school is in session and priority of use of the Centre excluding the squash courts on Saturday mornings during term-time. The use for other educational purposes will be for a period or periods amounting to the equivalent of one evening per week and such use may by arrangement between the parties include use of the squash courts.
3. The County Council will be responsible for:
 - a) Effecting insurance as follows:-
 - i) Against loss or damage by fire to the school facilities and the bar in the full value thereof;
 - ii) The contents of the school facilities; and
 - iii) The County Council's own third party liability arising during the periods of use allocated to it under paragraph 2;
 - b) Maintaining and repairing the Centre and the bar (other than bar fittings and such items of equipment as would ordinarily be classified in law as trade fixtures) and the equipment in the Centre provided that the District Council may by agreement with the County Education Officer arrange for minor repairs to be undertaken on behalf of the County Council;
 - c) Providing heating and lighting to the Centre and the bar and discharging all outgoings for rates, telephones and other recurring charges; and

- d) Providing cleaning services for the gymnasium.
4. The District Council will be responsible for:-
- a) Effecting insurance:-
 - i) Against loss or damage by fire to the District Council facilities;
 - ii) In respect of the District Council's own third party liability arising during the periods of use allocated to it under paragraph 2; and
 - iii) In respect of its use and the contents of the bar;
 - b) Providing cleaning and caretaking services for the Centre in whole or in part except cleaning services for the gymnasium; and
 - c) Providing such additional cleaning at the Centre as may be required for or in connection with the public use of the premises.
5. The District Council will employ a competent Manager of the Centre whose services will be available to the County Council to oversee the management of the facilities when set aside for their purposes. The grading of the post shall be subject to the approval of the County Council who shall be entitled to be represented when candidates for the appointment are interviewed. The duties of the Manager will include ensuring maximum use of the Centre at all times and subject to paragraph 2 above flexibility between use for public and for education purposes.
6. Each Council shall employ such other persons as it may consider necessary for its own purposes in using the Centre during its respective periods of use.
- 7.
- a) The District Council will pay to the County Council such expenditure incurred under paragraph 3 as is attributable to the bar and one half of the other expenditure incurred under paragraph 3 (other than that in sub-paragraph (a) (iii)); and
 - b) The County Council will pay to the District Council one half of the expenditure incurred under paragraph 4(a)(i), one half of the expenditure under paragraph 4(b) and 20% of the salary of the Manager appointed under paragraph 5, such percentage to be subject to agreement and variation from time to time.
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8. Each Council will, not later than December of each year, submit to the other for consideration estimates of the expenses to be incurred by it under paragraphs 3, 4 and 5 during the ensuing financial year.
 9. Any income which may be derived from the Centre during the times it is available for use by the District Council shall be retained by the District Council.
 10. Any monies received under any policy of insurance against loss or damage by fire shall be applied in rebuilding or reinstating the premises concerned or otherwise dealt with as the two Councils may agree.
 11. Alterations or extensions to the Centre and provision of additional equipment will be subject to separate agreement by both Councils who will at the time decide by whom and in what proportions the capital costs are to be met; the maintenance costs will be dealt with as in paragraph 3 or 4, as appropriate.
 12. Each Council shall have the right to examine all documents relating to items of joint expense in the possession of the other.
 13. Either Council may through its Members or officers at its discretion and at all reasonable times enter upon the Centre or any part thereof including the bar in order to view the state and conditions thereof.
 14. Notwithstanding the allocation of use under paragraph 2 regular or special public use of the school facilities may be permitted to the District Council at the discretion of the head teacher of the school during the periods of exclusive use for the school.
 15. Any dispute between the Manager and others relating to the management or use of the joint facilities shall be dealt with by the appropriate chief officers of each Council. In the event that they are unable to resolve any dispute two members from each Council shall be appointed ad hoc to promote a settlement.
 16. In order to encourage members of the public to participate in the organisation of the Centre during the time allocated for use by the District Council that Council may establish a committee of members of the Centre actively engaged in sporting activity at the Centre so that:-
 - a) Such committee will advise the District Council on matters relating to the efficient management of the Centre during the time that the same is set aside for use by the public; and
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- b) The composition and terms of reference of the committee shall be such that the District Council may from time to time determine.

The Manager and the head teacher of the school may be present at all meetings of the committee in an advisory capacity.

17. The District Council will have sole use of the bar but this use will be restricted to those periods (other than between school sessions) allocated for its use of the Centre under paragraph 2 and to such special occasions as may be agreed between the parties. The District Council will cause the bar to be kept locked at all other times except for enabling the County Council to perform its functions under this Agreement.
18. Betting and gaming shall not be permitted in the Centre nor in the bar excepting gaming by means of not more than two machines for which a permit for the purposes of Section 34 of the Gaming Act 1968 is for the time being in force. The District Council shall be responsible for ensuring that all statutory requirements are observed in this respect and shall indemnify the County Council against any penalties and costs the County Council may incur in consequence of a breach of any such requirements.
19. This agreement will remain in force for thirty years subject to any mutual determination within that period.

REPORT ON TITLE SPORTS CENTRES AND SWIMMING POOLS

WALTHAM ABBEY SPORTS CENTRE

Address

Broomstick Hall Road, Waltham Abbey

Tenure

The land is owned by the Governors of King Harold School, Broomstick Hall Road, EN9 1 LF and the Head Teacher is Michael Feehan.

The Council enjoys the right to use the premises in non-School hours by virtue of a joint agreement made with Essex County Council. Details of which are comprised in Heads of Agreement. This Heads of Agreement came into effect on 1 October 1997 and is to run for a period of 30 years and expires on 30 September 2007.

Attached is a diagram showing the respective responsibilities under the Agreement. I have tried to calculate the cost of running the Centre and the contributions from the School and Essex County Council - however I have not been able to confirm any of this information so the actual figures should be treated with caution and the information simply treated as a demonstration of the problem of calculating the costs to the Council.

Simply stated it appears that the aim of the Agreement was that Epping Forest District Council and Essex County Council was to share all expenses 50/50 except the following:

- (1) Public Indemnity Liability - This would be borne at 100% by the respective parties, and
- (2) the Bar Area EFDC would bear 100% of the cost.

Also ownership of the equipment:-
All movable equipment and fittings were to be regarded as owned 50/50 between EFDC and the County Council and the land was to be owned 100% by the County Council.

Statutory Power under which held

Education Act 1944 and the Physical Training and Recreation Act 1937

Restrictions	There were none disclosed in the Deeds but N.B. the Council's interest cannot be freely disposed of. However there is an anomaly. The Council enjoys exclusive occupation of the Bar Area, however it is difficult to imagine this function in isolation (although EFDC would appear to enjoy rights of access as a necessity).
Termination of Agreement	The Agreement does not provide for early termination, and if EFDC were to determine before September 2007 it will probably continue to be liable to contribute up to that date.
Extension of Agreement	Also there is no provision in the Agreement for it to be extended and if we wanted to extend it would have to negotiate with the School, but again the Bar represents an exception and the Council may be able to claim a Business Tenancy and accordingly we would insist that we be granted a Tenancy of it. However it is difficult to know whether this would be worth pursuing.
Right of Pre-emption	None
Leases/Tenancies	None
Overriding Interests	The School use
Planning Use	Sports Centre
Disputes	None disclosed
Plans	Yes
Access	Off Broomstick Hall Road
Obligation to Fence	No
Green Belt	No