

WALTHAM ABBEY SPORTS CENTRE DRAFT HEADS OF JOINT USE AGREEMENT

The following summarises the Overall principles and proposed key features contained in the Draft document. If agreed, this will form the basis for discussion between the King Harold School Governing Body and Epping Forest District Council.

1. COMMENCEMENT AND DURATION:

Commence - TBA (Current Agreement Termination 30.9.07)
Duration - 20 years

2. CONSULTATION AND LIAISON

The Governing Body and the Council shall appoint a Liaison Officer

3. STATUTORY CONSENTS

The Governing Body will transfer the Management of the Facility to the Council, to the extent as contained within the Agreement.

4. PROGRAMME OF USE

The Areas and the Times shown on the attached schedule.

Note: This generally reflects the current position but will be subject to discussion.

The Governing Body will use the facility for the provision of Leisure Facilities as required to deliver the School Curriculum.

The Council will use the facilities for purposes of Leisure Use, i.e. the provision for sport, exercise, games and other leisure activities associated with a leisure centre open to the public for Community Use. Also for Emergency Planning Activities.

The Council may be allowed use of outdoor areas to include the playing fields, by agreement with the Governing Body.

5. FACILITY ALTERATIONS

The Council will not make changes to the Facility without the consent of the Governing Body.

6. RESPONSIBILITIES

The Council will have the following general responsibilities:

- i. Cleaning the premises after school use and prior to public use.
- ii. Spot Cleaning during school time.
- iii. Provide staff for management and cleaning duties during School Hours but have no responsibility for school activities or pupils.
- iv. Day to Day maintenance, not to include the structure of the building
- v. Planned Maintenance as designated.
- vi. Be responsible for School equipment to keep it safe and ensure it is checked before use when using it in Leisure Use time.
- vii. Share of the budget.
- viii. Indemnities and Insurance.

The Governing Body will have the following general responsibilities:

- i. Maintenance as defined as their responsibility.
- ii. Changes to the facility without the prior consent of the Council.
- iii. The supervision of all Educational Activities.
- iv. Responsible for Council equipment to keep it safe and ensure it is checked before use, when using it in School time.
- v. Planned Maintenance as designated.
- vi. Share of the Budget
- vii. For putting right deliberate damage caused by the pupils whenever caused.
- viii. Responsible if the Council suffers loss of income, any increased costs due to the action or inaction of the Governing body.
- ix. Indemnities and Insurance.

7. FINANCE ARRANGEMENTS

Initially, both parties to set a Facility Budget for the first year at the time of signing the Agreement.

In October each year the Council will:

- i. Estimate the Facility Budget for the following Financial Year.
- ii. Estimate the sum for Planned Maintenance.
- iii. Inform the Governing Body of these sums who will consider the proposals and after discussions agree a budget with the Council by the end of November.

8. MAINTENANCE JOINT RESPONSIBILITIES

There will be a Planned Maintenance Schedule and a rolling Five year planned Maintenance Programme.

The Planned Maintenance Programme will be confirmed annually by the Governing Body and the Council.

In the first Instance the Planned Maintenance Schedule will be based on the Condition Survey prepared at the time of the Agreement.

The Council will be responsible for the repair, maintenance, decoration and cleanliness of the facility.

The Governing Body will be responsible for the repair and maintenance of the structure of the building

9. SUBCONTRACTING AND THIRD PARTY SERVICE AGREEMENT

The Governing Body can give agreement to the Council to assign or subcontract to a third party providing that the Council places obligations on the third party under the same terms and obligations, the Council is committed, to within the Joint Use Agreement.

10. INVESTMENT

The Council can invest in the facility with the agreement of the Governing Body.

11. MONITORING AND REVIEW

The School and the facility Manager will meet at least 2 weekly on operational issues.

The Council representative and the Governing Body representative will meet formally at least 3 times a year to discuss the overall performance of the Joint Use Agreement (Review Meetings.)

12. TERMINATION AND DISPUTE RESOLUTION PROVISIONS

Normal grounds for termination by either party.

Compensation clauses if the Agreement ends early and there have been investment by the Council during the Agreement.

The normal Dispute Resolution clauses.

13. SUCCESSION PLANNING

There will be a review in 2025 to commence the exit strategy for 2027/8

The Task and Finish Panel will be asked to consider the following main Issues for agreement before finalisation of the Draft Document, which will therefore be shared with King Harold School;.

Term of Agreement
Allocation of hours (use)
Maintenance responsibilities
General Responsibilities
Finance
Investment
Subcontracting