

Dated 16th December 1991

SOMERSET COUNTY
COUNCIL
and
SOUTH SOMERSET
DISTRICT COUNCIL
and
HUISH EPISCOPI
ASSOCIATION

A G R E E M E N T
relating to the joint use of
facilities at Huish Episcopi
School, Langport.

ED- P.L. LINDSEY

ED 758

This

A G R E E M E N T is made the *sixth*

day of *December*

One thousand nine hundred and ninety-

one BETWEEN SOMERSET COUNTY COUNCIL (hereinafter called "the County Council") of the first part SOUTH SOMERSET DISTRICT COUNCIL (hereinafter called "the District Council") of the second part and Raymond Martin Edwards of Batten and Co. Solicitors Yeovil Somerset and Robert Michael Jones of Hillview Cottage Fivehead Taunton Somerset duly authorised to act in that behalf for the HUISH EPISCOPI ASSOCIATION an unincorporated body established under a constitution dated the twenty-sixth day of March One thousand nine hundred and ninety of Huish Episcopi Secondary School Langport (hereinafter called "the Association") of the third part (the three parties hereto hereinafter collectively referred to as "the Parties")

W H E R E A S

- (1) The County Council are the Local Education Authority for the County of Somerset and are the freehold owners of all that land being the premises of Huish Episcopi Secondary School Langport (hereinafter called "the School") shown edged red on the plan annexed hereto marked 1 (hereinafter called "Plan 1") and hereinafter referred to as "the Site"
- (2) The District Council desire to provide facilities for sport and recreation for the inhabitants of their District
- (3) The County Council has agreed to assist the District Council in that object and to permit the use of certain existing facilities at the site which facilities are to be used jointly and controlled by a Management Committee as hereinafter provided

(4) The Association has been established to assist in the provision and management of facilities for sport and recreation and is representative of local user interests

(5) The Parties have agreed to share the capital cost of building an extension to the existing Sports Hall at the site and the revenue costs of running the facilities as hereinafter mentioned and the County Council have agreed to permit the use of the Sports Hall and other facilities by the Parties jointly and such use shall be controlled by a Management Committee as hereinafter provided

NOW IT IS HEREBY AGREED as follows:-

1. The County Council shall build an extension to the Sports Hall on the site in the position indicated for information only in blue on Plan 1 in accordance with the plans annexed hereto marked 2
2. The tender of F. R. Bartlett Ltd. in the sum of £297,156.00 has been agreed by the Parties and the tender accepted by the County Council on behalf of the Parties
3. The County Council shall use its best endeavours to ensure that the building works shall continue with all reasonable speed until completion.
4. The District Council shall pay to the County Treasurer as its financial contribution to the costs of the construction of the Sports Hall (which financial contribution shall exclude the grant of £30,000 obtained towards the project from the South West Council for Sport and Recreation) the sum of £250,000
5. The County Council has agreed to make the following existing sports facilities and associated changing accommodation at the site available for public use under the control of the Management Committee as hereinafter provided

Swimming Pool (outdoor heated)

Gymnasium

Sports Hall

Five Hard Tennis Courts

IT IS HEREBY DECLARED AND CONFIRMED that the District Council and the Association acknowledge that the ownership of the Sports Hall and existing sports facilities shall be vested in the County Council

6. The Sports Hall and existing sports facilities shall be known as "the Huish Episcopi Sports Centre" (hereinafter referred to as "the Sports Centre")

7. A Management Committee shall be entrusted with the administration of the Sports Centre in respect of use by the public and the functions and duties and finance of the Management Committee shall be as set out in the Schedule hereto but IT IS HEREBY AGREED that the functions duties and finance may be varied from time to time by the Parties such variations being recorded in memoranda to be attached hereto and executed under the hands of the Clerks or duly authorised officers on behalf of the Parties

8. Structural alterations maintenance and decoration of the Sports Centre will be carried out by the County Council as and when they think fit but in consultation with the Management Committee who may make recommendations in relation thereto from time to time provided that such consultation shall not be required in cases of emergency or minor repairs maintenance or decoration

9. This agreement shall come into operation on the date hereof and unless terminated by mutual consent shall remain in force for a period of thirty years and shall thereafter continue from year to year until determined by one year's

prior notice in writing given by either the County Council, District Council or the Association to the other parties under the hand of their Clerk or appropriate officer for the time being

10. Upon the giving of notice in accordance with the preceding Clause 9 the premises shall vest absolutely in the County Council and there shall be no financial adjustment between the parties save that in circumstances where the County Council give notice under the preceding Clause 9 in the absence of any breach of this Agreement by the other parties the County Council shall make repayment to the District Council based on the value of the premises constructed under the contract referred to in Clause 2 on the open market and reflecting the original contributions of the parties to the works

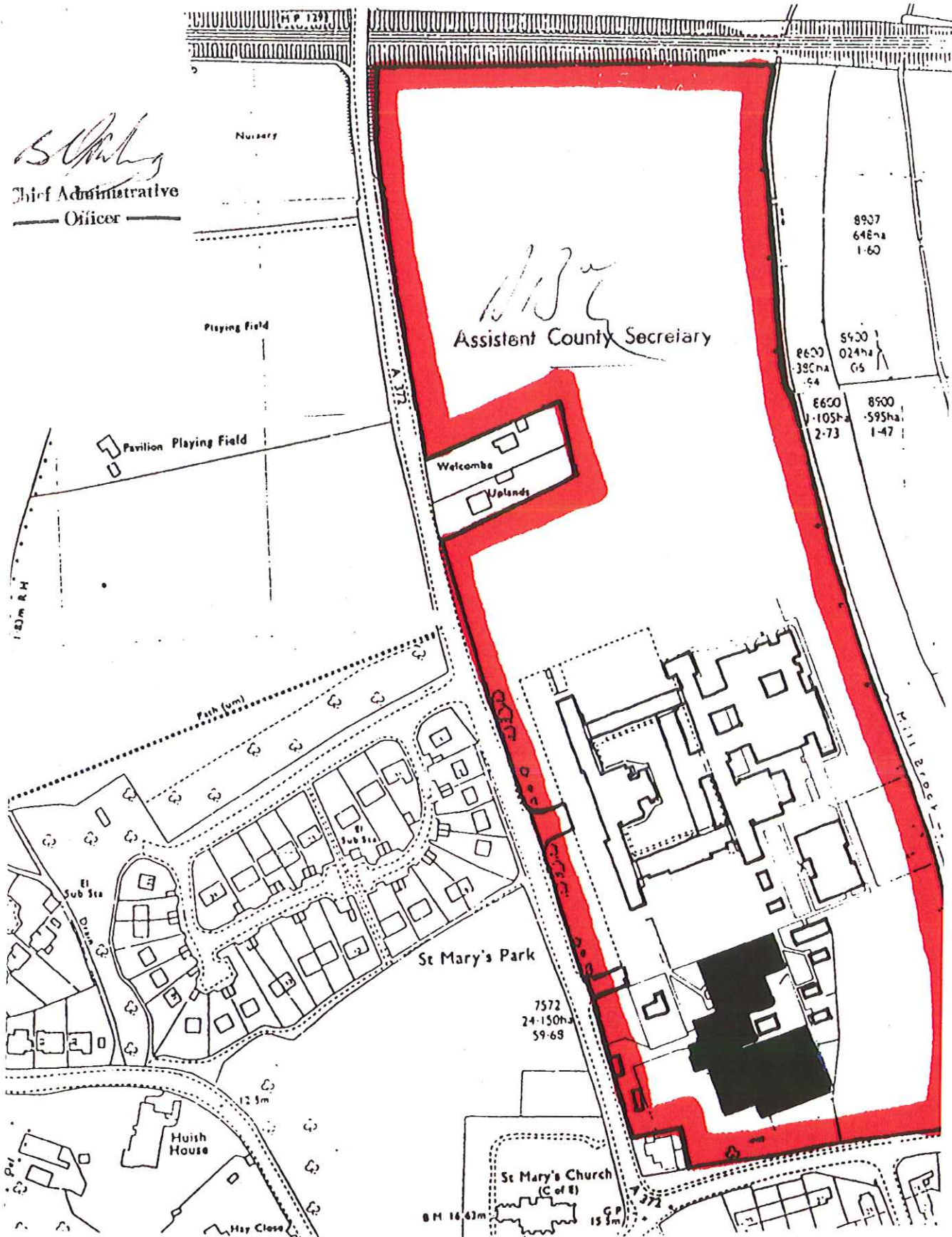
11. Any dispute under or arising out of this Agreement shall be referred to a single arbitrator to be agreed on by the Parties hereto or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Public Finance and Accountancy in accordance with and subject to the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force.

12. The stamp duty payable on this Agreement which will be executed in triplicate shall be shared equally between the Parties

IN WITNESS whereof Somerset County Council and the South Somerset District Council have caused their respective Common Seals to be hereunto affixed and Raymond Martin Edwards of Batten and Co., Solicitors, Yeovil and Robert Martin Jones of Hillview Cottage, Fivehead, Taunton, Somerset acting on behalf of HUIISH EPISCOPI ASSOCIATION have hereunto set their hands and seals the day and year first before written.

S. C. M. G.
 Chief Administrative
 Officer

M. B. G.
 Assistant County Secretary



omerset County Council  Property Services Department County Hall Taunton TA1 4DY Tel. (0823) 33

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SCHEDULE

1. Management Committee

(a) The Sports Centre shall be managed by a Committee known as "the Huish Episcopi Sports Association Management Committee" (hereinafter called "the Management Committee") which shall consist of 13 members:-

2 members who shall be appointed by the District Council

1 member who shall be appointed by the County Council

3 members who shall be appointed by the Governors of the school from amongst their number

2 members who shall be appointed by the Parish Councils contributing to the costs of the Centre (to be appointed by agreement or in the absence of agreement annually by vote)

5 members representing the Huish Episcopi Association and users of the premises (who shall not be employees of the County Council serving at the school or of the District Council and not more than one of whom shall be a Governor of the school) to be elected at an Annual General Meeting of the Huish Episcopi Association to represent all sporting activity (hereinafter called "the association representatives")

The Head Teacher ex officio

The Head of the Physical Education Department of the School and the Head of Community Education at the School shall serve ex officio but shall not be entitled to vote.

All members shall be appointed annually retiring on the thirty first day of August in each year save for those members who are appointed ex officio

All members shall be eligible for re-appointment

(b) If the Management Committee wish they may co-opt not more than two additional members at their discretion to serve for such time as they think fit provided that such co-opted members may not vote at any meeting

(c) Any member who is absent from all meetings of the Management Committee during a period of twelve consecutive months unless the absence is due to some reason approved by the Management Committee or who is adjudicated a bankrupt or who communicates in writing to the Secretary to the Management Committee a wish to resign shall thereupon cease to be a member

(d) Subject to sub-paragraphs (a) and (c) above and paragraph 2(e) below every member of the Management Committee appointed by the Governors of the School or the County Council or the District Council shall remain a member of the Management Committee until the date of the appointment of his successor in the event of any such member ceasing to be entitled to be a member

2. Procedure

(a) (i) The first members of the Management Committee shall be appointed as soon as possible after the date hereof and the respective appointing bodies shall forward the names and addresses of the members forthwith on appointment to the Secretary to the Management Committee

(ii) The Secretary to the Management Committee shall within six weeks of the date hereof summon the first meeting of the Management Committee at such time and place as shall be determined by the Secretary to the Management Committee giving each member at least seven days' clear notice of such meeting

(iii) The said meeting shall be held within three months of the date hereof

(iv) If a meeting of the Management Committee has not been summoned as provided for in sub-paragraph (a)(ii) above any two members of the Management Committee may make such arrangements for the summoning of the first meeting of the Management Committee as they think fit provided that they shall give at least seven days' clear notice to each member

(b) (i) At their first meeting and thereafter in each year the Management Committee shall

(a) Elect one of their members to be Chairman for the ensuing year and another member to be Vice-Chairman for the same term

(b) Consider the appointment of co-opted members

(ii) In the absence of both the Chairman and Vice-Chairman from a meeting the members present shall before any other business is transacted elect one of their number to preside at that meeting

(iii) Except for sub-paragraph (a)(ii) above meetings shall be held at least once per school term at such time and place as the Management Committee may decide

(iv) The quorum shall be five members

(v) The Management Committee may appoint such Sub-Committees as they think fit and may delegate to them any of their functions

(vi) The Management Committee may if they think fit delegate to the Chairman or in his absence the Vice-Chairman power to act on its behalf in matters of urgency provided that any action taken under such power shall be reported to the Management Committee at its next meeting

(vii) The names of members present at meetings shall be recorded in the minutes of the meeting which shall be taken by the Secretary to the Management Committee in a book kept for that purpose which shall be open to inspection by the Chief Education Officer and the Clerks or duly authorised representatives of the District Council and County Council at all reasonable times

(viii) The Chief Education Officer or her fully authorised representative or other appropriate Officers of the County Council shall have the right to attend any meeting of the Management Committee and take part in the proceedings but shall not be entitled to vote

(ix) The Chief Executive Officer to the District Council or his duly authorised representative or other appropriate Officers of the District Council shall have the right to attend any meeting of the Management Committee and take part in the proceedings but shall not be entitled to vote

(x) The proceedings of the Management Committee shall not be invalidated by any vacancy in their number or by any defect in the election appointment or qualification of any member

(xi) Every question to be determined at a meeting of the Management Committee shall be determined by a majority of the votes of the members present and voting on the question and where there is an equal division of votes the person presiding at the meeting shall have a second or casting vote

- (xii) The Secretary of the Association shall act as Secretary to the Management Committee for an initial two year period whereupon the appointment of a Secretary will be reviewed
- (c) Any vacancy in the membership of the Management Committee shall be notified as soon as possible to the appropriate appointing body for such body to appoint a member to fill the casual vacancy provided that such appointed members shall hold office only for the unexpired term of office of the member in whose place he is appointed. In the event of a casual vacancy arising amongst the association representatives the Management Committee shall have full power to fill a casual vacancy but shall ensure that the balance of sporting activities represented is maintained
- (d) Subject to paragraph 2(b)(iii) above meetings of the Management Committee shall be summoned by the Secretary to the Management Committee in such manner and at such place and time as the Management Committee may determine provided that a meeting may also be convened by any two members of the Management Committee on giving at least fourteen days' clear notice to each member
- (e) Except in special circumstances with the approval of the Parties (such approval to be communicated in writing signed by their respective Clerks or duly authorised officer) no member of the Management Committee shall take or hold any interest in any property held or used for the purpose of the Sports Centre otherwise than as a Trustee for the purpose thereof or shall receive any remuneration for his services as a member or be interested in the supply of goods or materials or work to or for the purposes of the Sports Centre and if any member is shown to the

satisfaction of the Parties to have done so he shall forthwith cease to be a member

3. Use of the Sports Centre

(a) The use of the Sports Centre will be based on priority use being given to the school for certain periods. At all other times the Sports Centre shall be available for use by the Management Committee and the times of opening and closure of public use shall be determined by the Management Committee. The arrangements for priority use for the facilities at the Sports Centre are set out in sub-paragraphs (b) - (e) below.

(b) Existing facilities described in Clause 5 of this Agreement excluding the Swimming Pool.

- (i) The school will have priority use during the academic terms of the school year when the school is in session. The schools requirement for priority use shall be determined termly in advance and any periods which are not required shall be offered to the Management Committee who may make the facilities available to the public under sub-paragraph (a).
- (ii) The school will have priority use at lunch times for the purpose of maintaining representative school teams and groups.
- (iii) The school will have priority use between 16.00 and 17.30 on three evenings per week during the winter and spring terms and on two evenings per week in the summer term. Such use is on the basis that the team and club coaching available will be open to all members of the community within the relevant age group (where appropriate) and would be attached to the Huish Episcopi Sports Centre.

(c) New facilities described in Clauses 1 and 2 of the Agreement

(i) The school will have priority use during the academic terms of the school year when the school is in session of up to ten hours in any one week. For the purposes of this sub-paragraph the lunchtime period 12.50 - 13.55 shall not be available for such priority use

(ii) The school's requirement of priority use shall be determined termly in advance and any periods which are not required shall be offered to the Management Committee who may make the facilities available to the public under sub-paragraph (a).

(iii) The Squash Courts shall be available between 16.00 and 17.30 on two evenings per week for centre based junior squash clubs

(iv) The Fitness Room and Exercise Room shall be available for concurrent school and community use appropriately supervised at lunchtimes and between 16.00 and 17.30 when the school is in session

(d) Swimming Pool

(i) The swimming pool shall be available in accordance with the table set out below:-

PRE-SCHOOL

To be available for public swimming on a casual access basis (hours and format to be at the discretion of the Community Association

AM SCHOOL SESSIONS

Available to the school for priority use

LUNCHTIMES

One lunchtime to be available for priority school use (GCSE classes), remaining four days to be operated with lane divider (if necessary) permitting both school and public access for recreational swimming on a first come

first served basis. Could include half pool for fitness swimming

PM SCHOOL SESSIONS

Three afternoons for priority use by the school. Remaining two days available to local primary schools and to mother and toddler group. (Fees to be at the discretion of the Association)

AFTER SCHOOL

Access to be open for full community use.

16.00 to 17.30 to be used for swimming and lifesaving instruction if demand exists (on priority basis) fee to be at the discretion of the Association.

Evening sessions will involve a mix of activities to be determined by the Community Association to reflect the balance of needs of the community

(ii) At weekends and during school holidays the swimming pool shall be available to the public as determined by the Management Committee under sub-paragraph (a)

(e) Notwithstanding the foregoing provisions of this paragraph the school shall have the following further use of the Sports Centre:-

(i) The school will have priority use of the Sports Centre for its two week summer school to be held during the school summer holidays between 10.00 and 15.30 on Mondays to Fridays. Unless prior notification from the school is received in writing prior to the commencement of the summer term the summer school will be held during the first two weeks of the summer holiday. If prior notification is given then priority use shall be limited to a continuous two week period and the hours reserved shall be limited to the said times of 10.00 to 15.30 on Mondays to Fridays.

(ii) The school will have priority use of the Sports Centre for ten evening functions in each academic year such use to be determined termly in advance. The charges for these events shall reflect the loss of income to the Association and shall be reflected in the assessment of costs to be borne by the Association under paragraph 4(f) of this Schedule.

(iii) The parties acknowledge the requirement for the school to use the gymnasium and sports hall for examination purposes. It is agreed that such use must have priority and any use of the Sports Centre during such use must be programmed to ensure there is no disturbance to examination candidates

4. Functions of the Management Committee

- (a) The Management Committee shall ensure that proper use is made of the Sports Centre for all and any type of function and that due regard is given to the purpose for which the premises have been constructed and shall ensure that no nuisance disturbance or annoyance is caused to adjoining residents either on or off the school site
- (b) The Management Committee shall prepare and enforce rules for persons using the Sports Hall and these rules shall include a scale of charges for persons using any of the facilities of the Sports Hall and participating in any activity carried on there and for the admission of spectators
- (c) (i) The County Treasurer shall effect and maintain in force in the joint names of the Parties fire insurance
- (ii) The Association shall arrange and maintain in force insurance in respect of a fidelity guarantee and cash in transit and employer's liability and third party liability on behalf of the Management Committee and the

policies in respect thereof shall be made available to the County Council for inspection on demand on receipt of reasonable notice

(d) The Treasurer to the Management Committee shall be responsible for making arrangements for the proper administration of the Management Committee's financial affairs including payments and receipt of income and the Association shall be responsible for defraying the costs referred to in sub-paragraph (c) and (f) hereof and may use the income accruing to the Management Committee for that purpose

(e) The Management Committee shall annually prepare estimates of income and expenditure and final accounts for the year ending 31st March previous together with an Annual Report and supply these to the Parties within three months of the close of the financial year

(f) The Association shall be responsible for defraying all expenditure incurred in connection with the use of the Sports Centre determined by the Management Committee under paragraph 3 hereof as follows:

(i) With the object and intent of securing recovery by the County Council of all costs attributable to public use of the Sports Centre the Association shall reimburse the County Council quarterly on demand for an agreed proportion of the cost of heating lighting caretaking cleaning maintenance repair fire insurance and rates or other periodic charges and such other items of expenditure as may be attributable to public use of the Sports Centre

(ii) The Association shall bear directly all expenditure incurred on the provision maintenance and replacement of equipment used exclusively for use of the Sports Centre determined by the Management Committee

(iii) The Association shall reimburse the County Council for a proportion of the expenditure incurred on maintenance repair or replacement of school equipment used by the Management Committee such proportion is attributable to the use by the Management Committee within three months of the expenditure taking place

(iv) The County Council shall reimburse the Association for a proportion of the expenditure incurred on maintenance repair or replacement of Association equipment used by the County Council such proportion as is attributable to the use by the Management Committee within three months of the expenditure taking place

(v) The Association shall reimburse the County Council for the cost of repairs or replacements occasioned by damage to the Sports Centre and its facilities during the period of use determined by the Management Committee within three months of such repairs or replacement being completed. The demands of the Swimming Pool shall be separately presented from the demands of the remainder of the Sports Centre.

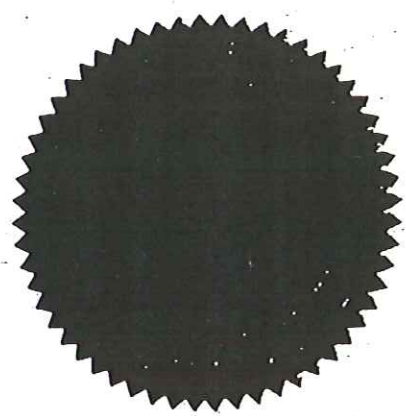
(g) The Management Committee shall have power to appoint and dismiss additional staff engaged exclusively on duties in connection with the use of the Sports Centre as determined and agreed by the Management Committee under paragraph 3 above.

THE COMMON SEAL of the
SOMERSET COUNTY COUNCIL

was hereunto affixed in

the presence of:

[Handwritten signature]
Assistant Clerk



Number in Register: 831

THE
SOU
CO
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of:
SIG
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Ray
and
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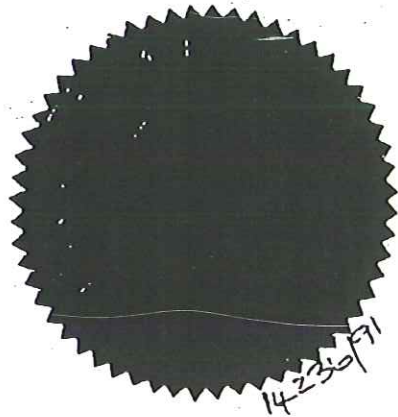
THE COMMON SEAL of the
SOUTH SOMERSET DISTRICT

COUNCIL was hereunto

affixed in the presence


of:


Chief Administrative
Officer



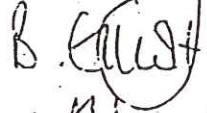
SIGNED SEALED AND
DELIVERED by the said
Raymond Martin Edwards
and the said Robert Michael
Jones duly authorised in that

behalf to execute this
Agreement for the HUISSH
EPISCOPI ASSOCIATION


P. Boocock
Church Hse.,
Secretary
Yard

x R M J Jones

witness signature



address

x 1 Abbey Close,
Curry Level, Som.

occupation

Secretary.

NMP/VCD

12.6.91