



## Joint Management Committee

### Secretary to the Committee

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### Centre Manager

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Our Ref :

Date: 08 May 2017

Dear Councillor,

### **Etwall Leisure Centre Joint Management Committee**

A Meeting of the **Etwall Leisure Centre Joint Management Committee** will be held at **John Port School (Special)**, on **Tuesday, 16 May 2017 at 17:00**. You are requested to attend.

Yours faithfully,

Secretary to the Joint Management Committee

To: **Representatives of South Derbyshire District Council**  
**Conservative Group**

Councillor Mrs Plenderleith (Vice-Chairman) and Councillor Billings

**Labour Group**

Councillor Shepherd

**Representatives of Governors of Etwall John Port School**

Mr C Sainsbury

**Representative of Derbyshire County Council**



## **AGENDA**

### **Open to Public and Press**

- 1** Apologies and to note any substitutes appointed for the Meeting.
- 2** To note any declarations of interest arising from any items on the Agenda
- 3** ETWALL LEISURE CENTRE COMMUNITY USE REVIEW **3 - 5**

### **Exclusion of the Public and Press:**

- 4** The Chairman may therefore move:-  
That in accordance with Section 100 (A)(4) of the Local Government Act 1972 (as amended) the press and public be excluded from the remainder of the Meeting as it is likely, in view of the nature of the business to be transacted or the nature of the proceedings, that there would be disclosed exempt information as defined in the paragraph of Part I of the Schedule 12A of the Act indicated in the header to each report on the Agenda.

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REPORT TO:	ETWALL LEISURE CENTRE JOINT MANAGEMENT COMMITTEE	AGENDA ITEM: 3
DATE OF MEETING:	16 <sup>th</sup> MAY 2017	CATEGORY: DELEGATED
REPORT FROM:	STUART BATCHELOR DIRECTOR OF COMMUNITY AND PLANNING	OPEN
MEMBERS' CONTACT POINT:	STUART BATCHELOR (01283 595820) <a href="mailto:Stuart.batchelor@south-derbys.gov.uk">Stuart.batchelor@south-derbys.gov.uk</a>	
SUBJECT:	ETWALL LEISURE CENTRE COMMUNITY USE REVIEW	REF:
WARD(S) AFFECTED:	ALL	

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## **1.0 Recommendations**

- 1.1 Members consider the request from a representative of the Over 50's Badminton Club and local resident for increased community use during School allocated time.

## **2.0 Purpose of Report**

- 2.1 To consider a request from a user club member and local resident for more community use of the Centre.

## **3.0 Detail**

- 3.1 The dual use agreement for Etwall Leisure Centre identifies a clear breakdown in the facilities and times available to the school for curriculum use and those times available for use by the community. This agreement was entered into by John Port School, Derbyshire County Council and South Derbyshire District Council. The revenue funding of the Centre between the School and the District Council is based upon this share of use.
- 3.2 The breakdown of use, as identified in the Joint Management Committee, is as follows:

18. The School shall be entitled to exclusive use (which will include Derbyshire County Council Primary School swimming provision) and occupation of the leisure centre during school term time as follows:

Swimming Pool	09.15hrs to 12:35hrs and 13:25hrs to 15:25hrs (plus 1 morning per week 08:00hrs to 08:45hrs) and 1 evening 15:30hrs to 16:30hrs
Sports Hall	08:00hrs to 17:30hrs
Squash Courts	The School shall have exclusive use of the Squash Courts (08:00hrs to 17:30hrs) in relation to its curriculum need and the District Council shall endeavour to maximise use of the Squash Courts outside this time

The exclusive use by the School defined above shall be subject to variation with due notice from the School should the School decide or be required to vary the start and finish times of the School working day

Any temporary variations to this principle which could assist with maximising community use and income generation may be agreed on an ad hoc basis at an operational level by representatives from the School and the District Council.

The Fitness Suite shall be used jointly during school hours subject to reporting such to the Joint Committee

And

20. The School may release facilities under clause 19 for which it has exclusive use during school term time and hours for use by the general public in negotiation with the Leisure Centre management

3.3 Since the Centre opened in 2010 the School has been flexible in its use (as per point 20 above) and allowed community use in the mornings when their timetable allowed. This included morning use of the sports hall for the Over 50's Badminton Group. The original understanding regarding this Group's use was that it would be reviewed on an annual basis when the school timetable was produced.

3.4 In 2016 the School required the sports hall for teaching and the community use was lost. The Group has lobbied for the hall to be made available again. The Club's representative has maintained that the funders of the Centre were not aware of the joint use obligation between School and community use. The funding of the build was as follows:

School/Education provided	£2,763,000
Badminton England (Sport England)	£500,000
S106 funds	£3,071,000
Derby and Derbyshire Economic partnership	£495,000
Toyota	£100,000
South Derbyshire District Council	£322,000

3.5 The Etwall Community Group who had raised £25,000 for a previous unsuccessful Leisure Centre project agreed for their contribution to go towards the successful project. The Group were attendees at the JMC meetings and

fully aware of the dual use nature of the project and that their contribution was going towards the shared use by the two parties.

- 3.6 In terms of any changes to the community/curriculum use agreement, these would need to be agreed by the School and the District Council. A financial settlement would be required with the District Council increasing its share of the revenue cost.
- 3.7 In terms of the operational relationship between the School, the District Council and Active Nation, this has worked very well. Clearly there are important child safeguarding procedures to follow when the public are using a school site during the day, but these have been managed effectively to date.
- 3.8 With respect to the School use/community use agreement, the School do not want to change the arrangement. The School continues to expand its pupil population and require the sports hall to deliver its curriculum. They would continue to be flexible with regards releasing the sports hall for community use if the timetable allowed.
- 3.9 The District Council recognises that there is demand from the community for further access to the sports hall and indeed the swimming pool and would welcome the opportunity to negotiate with the School if the situation arose. However financial constraints on Council budgets could prove to be problematic and the partners are looking at other site developments which will generate more community use and reduce the financial cost of operating the Centre.

#### **4.0 Financial Implications**

- 4.1 There are none arising directly from this report, however any future change to this dual use agreement to provide further community use would have financial costs to the District Council.

#### **5.0 Corporate Implications**

- 5.1 The Etwell Leisure Centre Joint Management Committee Constitution continues to contribute to the partners core objective of providing a facility for both curriculum and community use.

#### **6.0 Community Implications**

- 6.1 The Etwell Leisure Centre facility has proved to be very popular and any extension to community use would be a positive contribution.