

ANNEXE A

Draft Heads of Terms

New Leisure Facilities – John Port School

1. Agreement to cover the management of the new facilities, the squash courts and the tennis courts (currently two separate agreements which would be rolled into one).
2. Agreement to be in place for a minimum of 21 years?
3. Agreement can only be altered or determined by the mutual consent of the signatories to the agreement
4. Managed by a revised / modernised Joint Management Committee
5. Constitution and terms of reference for the revised / modernised JMC to be agreed by the current JMC and in place prior to the completion of the capital works.

Issues: Chairmanship, co-option of others, substitutes, frequency of meetings, budget setting, establishment of an operational group, etc.

6. Amongst its responsibilities the revised JMC would have the authority to consider and approve options, including contractual ones, for the on going management of the facility.
7. The revised JMC would also have the responsibility to appoint staff, including a manager, set performance targets, including financial ones, for the facility and long-term strategic goals for its management.
8. The Chief Executive of the District Council and the Head Teacher of the School should have the right to speak at JMC meetings and appoint others to speak and attend on their behalf.
9. The Director of Community Services and the Head of Finance and Property Services of the District Council shall act as Secretary and Treasurer respectively to the revised JMC. The level of delegation to officers of the JMC to be agreed, by the current JMC, prior to completion of the capital works.

Issues: appointment of non management staff, varying of programme, setting fees and charges, financial management, flexibility over bookings etc.

10. School & community use time to be formally agreed (approval sought to this at the meeting on 26th January 2009)
11. The School shall retain any income generated during School 'core time'. The District Council shall retain income generated during 'community use' time (TBC).
12. The District Council to meet 100% of the cost of the following areas (TBC):

Staff Wages (not salaries) including NI and pension contributions

Sports equipment for re-sale

Training materials, hospitality expenditure, printing costs and any costs associated with the purchase of publications.

13. Any revenue expenditure, including works of maintenance or repair, that can be attributed to the exclusive use of the facility by the individual signatories should be borne by that individual signatory
14. All other costs to be apportioned on the basis of the District Council meeting 62% of the cost of operating the Centre and the remaining 38% met by other stakeholders.

Chris Mason
Leisure Services Manager