

DATED 19 February 2006⁷

THE OXFORDSHIRE COUNTY COUNCIL

THE GOVERNING BODY OF NETTLEBED COMMUNITY SCHOOL

- and -

NETTLEBED PARISH COUNCIL

AGREEMENT

relating to the use of facilities at Nettlebed
Community School

P G Clark
County Solicitor
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND
Ref : APS/22571

THIS AGREEMENT is made the 19th day of February
Two Thousand and ~~six~~^{seven}

BETWEEN:

- (1) **THE OXFORDSHIRE COUNTY COUNCIL** of County Hall New Road Oxford OX1
IND (hereinafter referred to as "the County Council") of the first part _____
- (2) **THE GOVERNING BODY OF NETTLEBED COMMUNITY SCHOOL** of
Nettlebed Community School Nettlebed Oxfordshire (hereinafter referred to as "the
Governing Body") of the second part and _____
- (3) **NETTLEBED PARISH COUNCIL** of Windyridge Chapel Lane Nettlebed Henley on
Thames Oxfordshire RG9 5AW (hereinafter referred to as "the Parish Council") of the
third part _____

1. **Definitions**

In this Agreement:-

- 1.1. "the All Weather Pitch" means the playing area shown for identification edged
green on Plan 1 _____
- 1.2. "Bank Holidays" means those days declared or proclaimed under the Banking
And Financial Dealings Act 1971 to be bank holidays _____
- 1.3. "the Capital Contribution" means the sum of £198,359.00 _____
- 1.4. "the Community Car Park" means the car park shown for identification edged
brown on Plan 1 _____
- 1.5. "Community Core Period" means from 17:30 on Week Day evenings and from
07:30 on Weekends School Holidays and Bank Holidays until but no later than
01:00 on all such occasions _____
- 1.6. "the Community Entrance Lobby" means the lobby shown for identification
edged orange on Plan 2 _____
- 1.7. "the Community Hall" means the hall shown for identification edged red on Plan
2 _____
- 1.8. "the Facilities" means the All Weather Pitch the Community Hall the
Community Entrance Lobby the Kitchen/Servery the Community Car Park and
the Toilets _____
- 1.9. "the Insured Risks" means fire lightning explosion storm tempest flood
bursting and overflowing of waterpipes tanks and other apparatus impact by
road vehicles aircraft including articles dropped from aircraft riot civil
commotion and malicious persons _____

- 1.10. "the Joint Use Committee" means the committee to be established in accordance with the provisions of the Schedule to this Agreement_____
- 1.11. "the Kitchen/Servery" means the premises shown for identification edged yellow on Plan 2_____
- 1.12. "the Overarching Agreement" means the Agreement dated 14 January 2005 and made between (1) the Trustees of the Nettlebed School Trust (2) the Governors of Nettlebed School (3) the Trustees of the Happy Days Pre-School (4) the County Council (5) the Parish Council and (6) Trustees of the Friends of Nettlebed School_____
- 1.13. "Plan 1" means the plan annexed to this Agreement marked Plan 1_____
- 1.14. "Plan 2" means the plan annexed to this Agreement marked Plan 2_____
- 1.15. "the School" means Nettlebed Community School_____
- 1.16. "the School Hall" means the building shown for identification edged blue on Plan 2_____
- 1.17. "School Holidays" means Week Days when the School is not in session_____
- 1.18. "the School Premises" means the land used and occupied by the School_____
- 1.19. "School Priority Time" means 07.30 – 17.30 on each Week Day during Term Time_____
- 1.20. "the Staff Car Park" means the car park shown for identification edged pink on Plan 1_____
- 1.21. "the Term" means sixty years_____
- 1.22. "Term Time" means all Week Days when the School is in session_____
- 1.23. "the Toilets" means the toilet facilities shown for identification edged purple on Plan 2_____
- 1.24. "Week Day" means Monday to Friday inclusive excluding Bank Holidays_____
- 1.25. "Weekends" means Saturday and Sunday_____

2. **Interpretation**

In this Agreement :-

- 2.1. words importing one gender are to be construed as importing any other gender and words importing the singular are to be construed as importing the plural and vice versa_____
- 2.2. when any party comprises more than one person the obligations and liabilities of that party under this Agreement are to be joint and several obligations and liabilities of those persons_____

- 2.3. the clause and schedule headings do not form part of this Agreement and must not be taken into account in its construction or interpretation_____
- 2.4. any reference to a clause or schedule without further designation is to be construed as a reference to the clause or schedule of this Agreement so numbered
- 2.5. a reference to a specific statute includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute_____

3. **Recitals**

- 3.1. The County Council is the Local Education Authority for the County of Oxfordshire and owns and maintains the School pursuant to its statutory powers in that regard_____
- 3.2. The Governing Body is responsible for the control of the School Premises pursuant to the School Standards and Framework Act 1998_____
- 3.3. The Parish Council having powers under the Local Government (Miscellaneous Provisions) Act 1976 in relation to the provision of recreational facilities for the benefit of persons in its area has agreed to pay to the County Council the sum of £99,359.00 subject to and in accordance with the terms of the Overarching Agreement in part (as to £54,499.00) towards the cost of providing the Facilities at the School and in part (as to £44,860.00) towards the cost of providing the Pre-School Room (as defined in the Overarching Agreement) being monies granted to the Parish Council by South Oxfordshire District Council for these purposes__
- 3.4. A donation of £99,000.00 has been made towards the cost of providing the Facilities at the School by the Trustees of the Friends of Nettlebed School____
- 3.5. The parties hereto have agreed certain terms and provisions relating to the use of the Facilities the School Hall and the Staff Car Park for the benefit of the School and of persons in the catchment area of the School and now enter into this Agreement to give effect to their agreement_____

4. **Aims**

The parties hereto agree to support the following aims :-

- 4.1. to increase and improve sporting opportunities for pupils at the School_____
- 4.2. to provide opportunities for local people and local sports organisations to participate in sport and to develop their skills_____

- 4.3. to provide a dining facility for pupils at the School and a modern meeting place for the benefit of persons in the catchment area of the School _____

5. **Use of the Facilities**

- 5.1. The Governing Body shall be entitled to the use of the Facilities during School Priority Time _____
- 5.2. The Parish Council shall be entitled to the use of the Facilities during the Community Core Period _____
- 5.3. The use of the Community Car Park by the Governing Body pursuant to clause 5.1 and by the Parish Council pursuant to clause 5.2 shall be subject to the prior entitlement of the Trustees of the Nettlebed School Trust and their tenants to occupy two of the car parking spaces until 19:00 _____

6. **Use of the Community Entrance Lobby**

The Parish Council shall on all occasions enter and leave the Community Hall through the Community Entrance Lobby _____

7. **Use of the School Hall and Staff Car Park**

The Parish Council may use the School Hall and the Staff Car Park during the Community Core Period provided that the prior approval of the Governing Body is obtained such approval not to be unreasonably withheld or delayed _____

8. **Management of the Facilities**

The Joint Use Committee shall be responsible for the day to day management of the Facilities during the Community Core Period and in so doing shall act in accordance with the provisions set out in the Schedule to this Agreement _____

9. **Repairs and Maintenance**

The Governing Body shall be responsible for :-

- 9.1. all repairs and maintenance which may from time to time be required to the interior of the Community Hall the Community Entrance Lobby the Kitchen/Servery and the Toilets _____
- 9.2. all repairs and maintenance which may from time to time be required to the exterior of the Community Hall the Community Entrance Lobby the Kitchen/Servery and the Toilets in accordance with the Governing Body's obligations under the County Council's Scheme for Local Management of Schools _____
- 9.3. the maintenance of the All Weather Pitch (including replacement if necessary) to ensure that it is kept in a suitable state of repair for its use _____

9.4. the maintenance of the Community Car Park_____

10. **Provision of services**

The Governing Body shall be responsible for heating lighting and cleaning the Community Hall the Community Entrance Lobby the Kitchen/Servery and the Toilets

11. **Insurance**

11.1. The Governing Body shall take out and maintain throughout the duration of this Agreement a policy of insurance against loss of or damage to the Facilities by the Insured Risks in an amount equal to the full cost of reinstating the Facilities in the event of their total destruction together with the cost of demolition site clearance architect's and other professional fees_____

11.2. The Parish Council shall take out and maintain throughout the duration of this Agreement a policy of Third Party and Public Liability insurance to a value of not less than £5,000,000.00 in respect of any single claim in connection with its use of the Facilities the School Hall and the Staff Car Park during the Community Core Period_____

12. **Indemnity**

12.1. The Parish Council shall indemnify and keep indemnified the County Council and the Governing Body against all costs claims demands charges liabilities actions and proceedings whatsoever and howsoever arising out of or in connection with its use of the Facilities the School Hall and the Staff Car Park during the Community Core Period excepting only anything which is shown to be due to the negligence of the County Council or the Governing Body_____

12.2. The County Council shall indemnify and keep indemnified the Parish Council against all costs claims demands charges liabilities actions and proceedings whatsoever and howsoever arising out of or in connection with the use of the Facilities during School Priority Time excepting only anything which is shown to be due to the negligence of the Parish Council_____

13. **Commencement and Duration**

This Agreement shall commence on the date hereof and shall remain in force and effect for the Term subject only to the provisions of clause 14 of this Agreement_____

14. **Early Termination**

In the event of the permanent closure of the School either the County Council or the Parish Council may give to the other six months' prior notice in writing of its intention

to terminate this Agreement and upon the expiry of the said period the Term shall immediately determine_____

15. **Compensation**

If this Agreement is terminated by either the County Council or the Parish Council pursuant to clause 14 of this Agreement the County Council shall pay compensation to the Parish Council of a sum equal to the Capital Contribution reduced by 1/60 for each year of the Term which has elapsed or pro rata for any part of a year which has elapsed

16. **Right to enter**

The County Council hereby permits and the Governing Body confirms so far as it is able to do so the Parish Council and all persons expressly or impliedly authorised by the Parish Council (in common with the County Council and the Governing Body and all others similarly entitled) to enter upon the School Premises and the Facilities for the purpose of exercising its rights and fulfilling its obligations under this Agreement____

17. **Interest**

For the avoidance of doubt it is hereby declared that no lease or disposal of the Facilities is made or intended to be made by this Agreement_____

18. **Agreement to be personal**

This Agreement is personal to the parties to it and shall not be capable of assignment novation or any other dealing without the written consent of all of the parties hereto.

19. **Variations**

This Agreement may only be varied in writing by a document executed by all of the parties hereto_____

20. **Arbitration**

Any dispute under or arising out of this Agreement shall be referred to a single arbitrator in accordance with the provisions of the Arbitration Act 1996_____

21. **Notices**

Any notice to be given in connection with this Agreement shall be in writing and must be sent by first class recorded delivery to the party due to receive the notice at its address set out in this Agreement_____

22. **Contracts (Rights of Third Parties) Act 1999**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed that nothing in this Agreement shall confer on any third party any right to enforce or any benefit of any term of this Agreement_____

23. **Nature of this Agreement**

23.1. This Agreement shall be deemed to be a Transfer of Control Agreement pursuant to Schedule 13 of the School Standards and Framework Act 1998_____

23.2. This Agreement is a deed and has been executed by the parties to it as a deed_____

IN WITNESS whereof the parties hereto have executed this Agreement as a **DEED** the day and year first written above_____

SCHEDULE

The Joint Use Committee

1. **Membership**

1.1. The Joint Use Committee shall consist of five members one of whom shall be the headteacher of the School one of whom shall be the Chair of the Governing Body one of whom shall be the chairperson of the Trustees of the Friends of Nettlebed School and the remaining two shall be representatives of the Parish Council_____

1.2. At the beginning of each autumn term the Parish Council the School the Governing Body and the Trustees of the Friends of Nettlebed School shall inform each other of the name(s) of their respective representative(s) on the Joint Use Committee for the ensuing twelve months_____

2. **Quorum**

The quorum for all meetings of the Joint Use Committee shall be two of whom one must be the School headteacher or the Chair of the Governing Body and the other must be one of the Parish Council representatives_____

3. **Meetings**

The Joint Use Committee shall meet at regular intervals of not more than four months

4. **Functions**

4.1. The Joint Use Committee shall establish a practical policy framework for managing and operating the Facilities during the Community Core Period_____

4.2. The Joint Use Committee shall review its policy framework at regular intervals of not more than twelve months_____

4.3. The Joint Use Committee may agree adjustments to the hours of School Priority Time and the Community Core Period to accommodate fluctuations in demand

for the Facilities provided that the curriculum needs of the School are not adversely affected_____

5. **Hire Charges**

5.1. The Joint Use Committee shall establish a scale of charges for the hire of the All Weather Pitch the Community Hall the Community Entrance Lobby the Kitchen/Servery and the Toilets by local people and local sports organisations which is fair and comparable to the cost of similar facilities in the area_____

5.2. The Joint Use Committee shall review the scale of charges each year and make any adjustments to it which are considered necessary_____

5.3. The Joint Use Committee shall apply the income received for the hire of the All Weather Pitch the Community Hall the Community Entrance Lobby the Kitchen/Servery and the Toilets in order of priority and in accordance with the following sub-paragraphs :-

5.3.1. to contribute towards the costs and expenses incurred by the Governing Body and the Parish Council in the discharge of their respective responsibilities under clauses 11.1 and 11.2 of this Agreement_____

5.3.2. to contribute towards the costs and expenses incurred by the Governing Body in the discharge of its responsibilities under clauses 9.1 9.3 9.4 and 10 of this Agreement_____

5.3.3. any remaining income shall be paid to the Governing Body to be held in a sinking fund against future costs incurred by the Governing Body in connection with the repair maintenance or replacement of the Facilities or any of them_____

AGREED
50% OF
INCOME PA
PAID FROM
NSCC A/C
→ SCHOOL
A/C

→ HELD IN
A SEPARATE
A/C; AGREED
→ NSCC
'SAVINGS
A/C'

6. **Booking Arrangements**

6.1. The Joint Use Committee shall establish a convenient and accessible system to enable local people and local sports organisations to book the Facilities for use during the Community Core Period_____

6.2. The booking system established by the Joint Use Committee shall require payment in advance of all hire charges_____

SIGNED AS A DEED by)

[Signature])

on behalf of)

NETTLEBED PARISH COUNCIL)

duly authorised in that behalf)

in the presence of:)

Witness

Signature *[Signature]*

Name *P. S. YOUNG*

Address *9 QUEEN STREET*

HENLEY-ON-THAMES

OXON RG9 1AR

Occupation *HOUSEWIFE*

SIGNED AS A DEED by)

[Signature])

on behalf of)

NETTLEBED PARISH COUNCIL)

duly authorised in that behalf)

in the presence of:)

Witness

Signature *[Signature]*

Name *JEFFREY - A - REYNOLDS*

Address *38 HIGH ST*

NETTLEBED

OXON RG9 5AD

Occupation *DEPUTY HEAD (RET)*

BM 184.64m

STREET

A 423A' 423

18

PLANNING APPLICATION

21.10.03

Purpose of issue

Rev

Date

Authorised

ATKINS

Chilbrook,
Oasis Business Park,
Eynsham,
Oxford,
OX29 4AH.

Telephone (01865) 882 828
Fax (01865) 883 060

Client

OXFORDSHIRE COUNTY COUNCIL

Project

REPLACEMENT OF CP SCHOOL
NETTLEBED, OXFORDSHIRE

Title

PROPOSED SITE LAYOUT
GENERAL ARRANGEMENT

Original Size

Scale

1: 500

Designed

Drawn

Checked

Coordinator

S. T. Jonsson

S. T. Jonsson

Date

Date

Date

Date

30/09/03

30/09/03

4060789

OXF

A4004

T1

BM 184.64m

HIGH STREET

HIGH STREET

A 423A' 423

18

TARMAC

RIDGE HEIGHT 19.5m

RIDGE HEIGHT 19.5m

PLANNING SECTION

EXTENDING FROM TARMAC

Drainage Gully

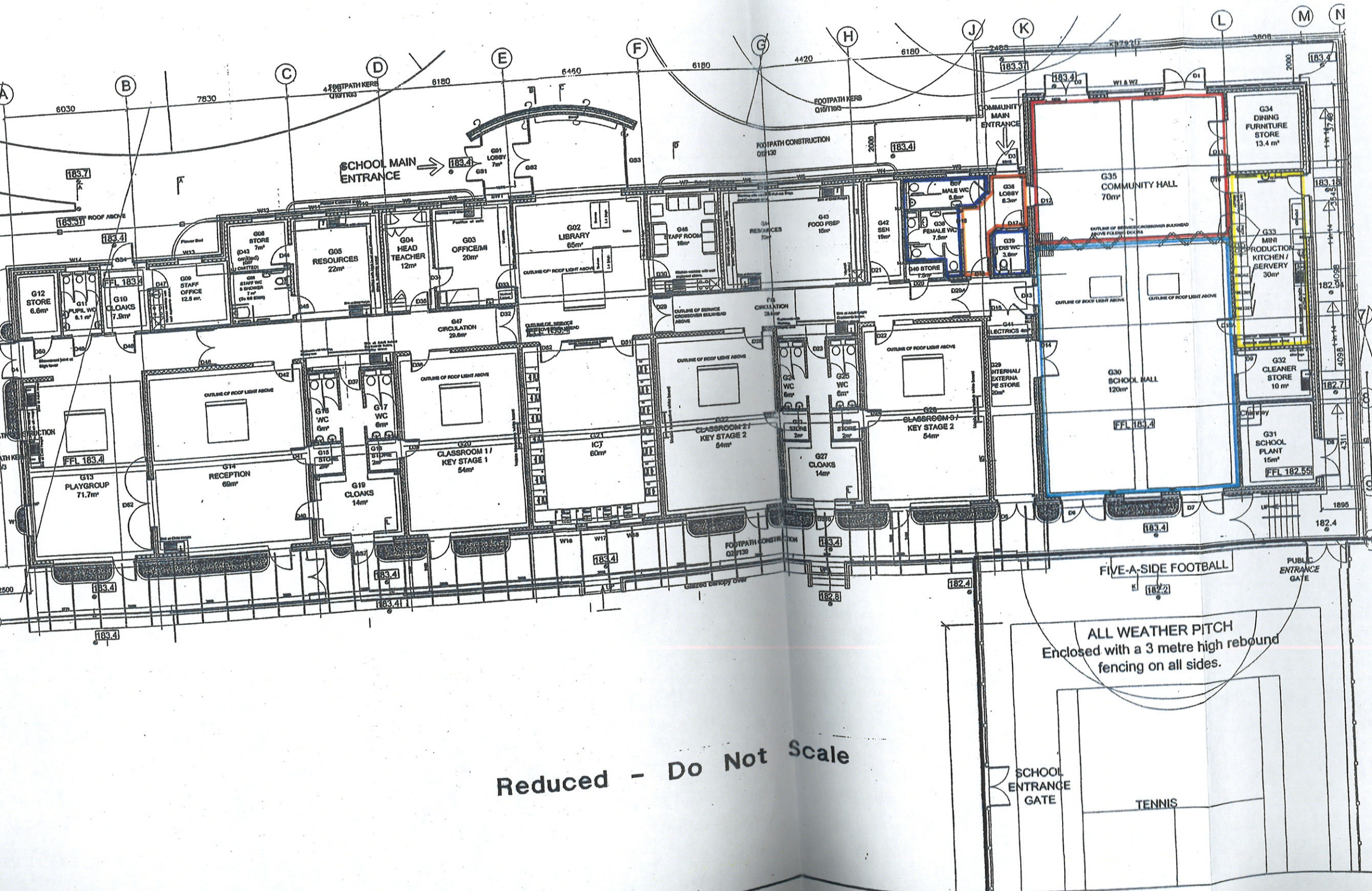
NOTE: THE PROPOSED SCHOOL BUILDING IS TO BE CONSTRUCTED TO A MINIMUM FINISH LEVEL OF 184.64m

JOINT USE
AGREEMENT
PLAN 1

PLANNING APPLICATION		-	21.10.03	
Purpose of issue	Rev	Date	Authorised	
ATKINS Chilbrook, Oasis Business Park, Eynsham, Oxford, OX29 4AH. Telephone (01865) 882 828 Fax (01865) 883 060				
Client OXFORDSHIRE COUNTY COUNCIL				
Project REPLACEMENT OF CP SCHOOL NETTLEBED, OXFORDSHIRE				
Title PROPOSED SITE LAYOUT GENERAL ARRANGEMENT				
Original Size	Scale	Designed	Drawn	Checked
	1:500	B.T. Jonsson	B.T. Jonsson	
		Date: 30/09/03	Date: 30/09/03	Date:
4060789		OXF	A4004	T1

JOINT USE AGREEMENT

PLAN 2



Rev	Modification	By	Date	Chk'd	Auth
1	SK1 Community access/wc area reordered	AJN	03-11-04		
2	Resource area/store/staff wc remodelled				
3	Double doors added to reception/playgroup areas				
Purpose of Issue					
		Rev	Date	Authorised	
ATKINS Chilbrook, Oxon Business Park, Eynsham, Oxford, OX29 4NL Telephone (01865) 882 828 Fax (01865) 883 060					
OXFORDSHIRE COUNTY COUNCIL					
Project: REPLACEMENT OF CP SCHOOL NETTLEBED, OXFORDSHIRE					
Title: FLOOR PLAN GENERAL ARRANGEMENT					
Original Size	Scale	Designed	Drawn	Checked	Authorised
A1	1:100	STJ	STJ		
Project No.	Office	Drawing No.	Rev.		
4060789	OXF	A4006	SK2		