

<b>Ballycastle Sport and Leisure Facility Update</b>	<b>8 August 2017</b>
<b>To: The Leisure and Development Committee For Decision</b>	

<b>Linkage to Council Strategy (2015-19)</b>	
<b>Strategic Theme</b>	Resilient, healthy & engaged communities
<b>Outcome</b>	Citizens will have access to Council recreational facilities and protected natural environments which help them to develop their physical, emotional and cognitive health
<b>Lead Officer</b>	Head of Sport & Wellbeing
<b>Cost:</b> (If applicable)	Indicative investment decision of £2.3m (subject to FBC)

**The purpose of this report is to present Councillors with the recommendations of an Outline Business Case (OBC) for new / improved leisure facilities in Ballycastle as part of the new shared schools project.**

**If approved this would take this project from Stage 1 to Stage 2 of Council's Capital Project Management process.**

### **Background**

Officers have sought direction from and updated Councillors on this project on a number of occasions since March 2016 as detailed below:

- March 2016: Department of Education presentation on the shared campus project.
- October 2016: Information paper to Leisure & Development Committee.
- November 2016: Information paper to Leisure & Development Committee, reviewing the business case prepared by the Moyle legacy Council.
- February 2017: Information paper to Leisure & Development Committee, updating on progress with Ballycastle and Coleraine leisure projects.
- April 2017: Councillor Workshop focusing on the Ballycastle and Coleraine leisure projects.
- June 2017: information paper to the Leisure & Development Committee.
- June 2017: Councillor Workshop to review the draft OBC.
- June 2017: 3 copies of Draft OBC left for Councillor's review in the Council library.
- July 2017: Councillor Site Meeting with school principals and pupils.

### **Facility Needs Assessment**

Sport and community facility need in Ballycastle has been established via a number of sources including:

- Sports Facility Strategy 2015.
- Ballycastle Community Facilities Report 2017.
- Emerging findings from the Pitch Audit and Strategy work 2017.

- Consultation with the local community via a series of community engagement events 2017.

These sources identify a sports facility shortfall that includes:

- Access to good quality pitches for soccer, Gaelic sports and hockey.
- Community swimming pool, wet play and health suite.
- Sports hall, studio and meeting space of various sizes.
- Improved quality gym.
- Access to the internet for community use.

There is no site in the town that could economically accommodate all these requirements.

The provision of all these facilities as part of a wholly owned and operated Council scheme would be uneconomic for a low density population like Ballycastle.

### **Shared School Campus**

The development of the new shared school campus for Cross and Passion College and Ballycastle High School is progressing at pace and the Project Board will appoint a design team in September 2017. By this date it is essential that the Department of Education (DE) know exactly what the accommodation requirements are.

Sports facilities that are designed for school use normally fall short of the governing body size and performance specifications for community use. Any enhancement to the school facilities for community use would need to be externally funded as DE funding is limited to servicing the needs of curriculum delivery. The opportunity to share some capital and operational costs with the schools project is limited to pitches, changing rooms and sports hall. Other facilities such as the pool, studio space and gym would not be suitable for shared use or could not be accommodated at the site.

**Annex A** is the Executive Summary of the OBC and sets out the long list of options, the assessment of the shortlisted options and the recommended preferred option and the associated costs for a Council investment in the schools' site. Options for the provision of the other facilities including a community pool, gym, studio and health suite are under separate consideration via a second OBC with an estimated cost of around £4.9m.

Officers have held detailed discussions with the school authorities regarding options for management and capital / revenue cost apportionment. The outcomes of these discussions have been captured in a draft Heads of Terms Agreement (attached at **Annex B**) and once finalised this would form the basis for a formal and binding partnership agreement if Council decide to invest. The exact nature of any contractual relationship is still subject to the outcome of VAT advice.

### **Summary of Preferred Option:**

Council makes an appropriate capital contribution to the school pitches and sports hall facilities to make them suitable for community use. Council enhancements include:

- Conversion of grass soccer pitch to 3G and floodlighting.
- Floodlighting to AstroTurf hockey pitch.
- Floodlighting to 3G GAA pitch.
- Upgrade of 3 court hall to 4 court.
- Upgrade of changing and ancillary accommodation.

**Anticipated Council Investment:** £2.3m (based on pre-tender estimates and current construction indices).

**Anticipated Benefits:** Community access to the enhanced sports facilities for community use during evenings, weekends and school holidays.

## **Next Steps**

August 2017 is the last opportunity for Council to make a decision on the option to proceed with this partnership project or not.

The approval of the OBC will not be a final investment decision. It is only after the project is designed and procured that there will be sufficient cost certainty to allow the OBC to be updated to a full business case (FBC) and an investment decision considered by Council.

It is therefore proposed that Committee and Council approval of the OBC would allow officers to:

**Enter into a Memorandum of Understanding (MOU) with the school authorities to proceed with the project as described in the OBC on condition that:**

- **It remains broadly within the indicative budget of £2.3m.**
- **There is no unreasonable risk to Council.**
- **There are no other material changes to the assumptions in the OBC.**

Approval of the OBC would facilitate a non-binding agreement with the education authorities to progress the project to a design that would facilitate community use and a Council investment. If the key assumptions or risks were to change, to a material extent, during the development of the FBC the Council will have the opportunity to withdraw from the project at investment decision stage. A decision not to approve the OBC would mean that the school authorities would proceed to commission the design of the school to a specification that would only meet the needs of curriculum delivery.

While a positive decision on the OBC would not be a final investment decision by Council it would incur some nugatory design costs for DE should Council decide to withdraw from the project in the future. DE has made it clear that it would only agree to design the sports facilities to the specification required by Council if the Council confirmed that it would refund the costs associated with designing out the Council requested elements should it decide not to approve the investment proposal. These costs will be itemised in the procurement of the Integrated Consultant Team (ICT) and will not be known until the autumn.

## **Recommendations**

It is recommended that Members:

- Approve the OBC for the enhancement of the sports facilities at the new shared school campus.
- Note that a final funding proposal will come back to Council for decision when the facilities are designed and procured and the FBC completed in late 2018.
- Note that the appointment of the ICT will require a financial commitment from Council and that this will come back to Council for decision in the autumn.

## ANNEX A

### Ballycastle Shared School Campus Sports Facilities: Outline Business Case

#### Executive Summary

This outline business case (OBC) explores the need for new/improved sports, leisure and community facilities for the population of Ballycastle, those who live within a 20 minute drive time and visitors to the area. It is apparent that the sports facility needs include pitches, sports hall, swimming pool, wet play area, health suite, gym, community meeting/activity space and adventure/urban sports. This OBC is limited to exploring the needs and current opportunities associated with pitch and sports hall provision. The Department of Education (DE) funded project, to develop a new shared school campus for Cross and Passion College and Ballycastle High School, creates a unique opportunity for a potential partnership project between Causeway Coast and Glens Borough Council (CC&GBC) and DE to address the need for improved pitch and sports hall provision.

The proposed objectives for the project are set out in the table below:

Objective	Baseline (2017, based C&P College provision)	2025 Target (in person participations per annum)
<b>PARTICIPATION BY UNDER-REPRESENTED GROUPS:</b>		
To increase the number of people from under-represented groups taking part in sport and physical activity. This objective can be broken down into specific under-represented groups: <ul style="list-style-type: none"> <li>To increase the number of females (all ages) participating in sport and physical activity;</li> <li>To increase the number of people with disabilities participating in sport and physical activity;</li> <li>To increase the number of people over 50 participating in sport and physical activity;</li> <li>To increase the number people living in rural/isolated communities</li> </ul>	700  0 0 500 0 700 0	1,200 hall 2,000 pitches  500 hall 250 Pitches  1,000 hall 250 pitches  1,250 hall 1,250 Pitches
<b>QUALITY OF PROVISION:</b>		
<ul style="list-style-type: none"> <li>To achieve a minimum % satisfaction rating on a per annum basis</li> </ul>	No Baseline	90%
<b>PITCH ACCESS:</b>		
To provide community access to additional high quality sports facilities supporting: <ul style="list-style-type: none"> <li>coaching/training/match sessions per annum for sports clubs on pitches</li> <li>individual user sessions on pitches</li> <li>individual user sessions in a sports hall</li> </ul>	300 9,500 3,800	500 15,000 8,000
<b>SPORTS HALL ACCESS:</b>		
To provide community access to a high quality sports hall supporting user sessions per annum	0	4,000

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A long list of 11 options were identified.

<b>Option</b>	<b>Summary of Provision</b>
<b><u>Option 1</u></b>	<b>Council makes an appropriate capital contribution to the school pitch and sports hall facilities to make them suitable for community use.</b>
<b><u>Option 2</u></b>	<b>Council makes an appropriate capital contribution to some of the school pitch and sports hall facilities to make them suitable for community use i.e. Council retains hockey pitch at Quay road rather than invest in flood lights at the new school's site.</b>
<b><u>Option 3</u></b>	<b>Council makes an appropriate capital contribution to the school pitch, school gym and sports hall facilities to make them suitable for community use.</b>
<b><u>Option 4</u></b>	<b>Council makes an appropriate capital contribution to the school pitch, studio space and sports hall facilities to make them suitable for community use.</b>
<b><u>Option 5A</u></b>	<b>Council makes an appropriate capital contribution to the school pitches to make them suitable for community use but doesn't make any contribution to the sports hall:</b> <ul style="list-style-type: none"> <li>• Sports hall included in other proposed leisure development for later development</li> </ul>
<b><u>Option 5B</u></b>	<b>Council makes an appropriate capital contribution to the school pitches to make them suitable for community use but doesn't make any contribution to the sports hall:</b> <ul style="list-style-type: none"> <li>• Council doesn't consider any sports hall provision and leaves this to the school to make the planned 3 court hall available for community use without any Council involvement.</li> </ul>
<b><u>Option 5C</u></b>	<b>Council makes an appropriate capital contribution to the school pitches to make them suitable for community use but doesn't make any contribution to the sports hall:</b> <b><u>Option 5C:</u></b> <ul style="list-style-type: none"> <li>• Council doesn't consider any sports hall provision or enhancement to the schools' facilities but takes on the community access management of the DE funded 3 court hall at the schools site</li> </ul>
<b><u>Option 6A</u></b>	<b>Option 6A Council doesn't get involved in the new shared school campus but upgrades the existing facilities at the Quay Road excluding a sports hall.</b>
<b><u>Option 6B</u></b>	<b>Option 6B Council doesn't get involved in the new shared school campus but upgrades the existing facilities at the Quay Road to include a 3 court sports hall.</b>

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<b>Option 6C</b>	<b>Option 6C</b> <b>Do Minimum - Council doesn't get involved in the new shared school campus but upgrades the existing facilities at the Quay Road to include only drainage to the existing grass pitches.</b>
<b>Option 7</b>	<b>Do-nothing: i.e. schools only build for the educational requirements with no Council capital investment in the school or its own facilities.</b>

The following criteria were used to shortlist the options to go through to a more detailed full assessment process:

- Meeting and not exceeding community need
- Practicality of physical delivery
- Acceptable to the partners
- Dis-benefits (unintended outcomes from the option that are likely to detract from the intended benefits)

The options shortlisted for a full assessment were: 1, 5B, 6B and 7. The assessment criteria used for the full assessment of these options were:

Criteria	Notes
Monetary Assessment:	The combined cost of the estimated capital build plus the net operating costs over the first five years of operation
Non-monetary Assessment:	Ability to achieve objectives and realise expected benefits
Risk and Uncertainty	Options were ranked in accordance of their level of risk and uncertainty

Using these criteria the full assessment produced the following scores and ranking.

Option	Combined capital and operational costs ranking	Non-monetary benefits ranking	Risks and Uncertainties	Total Ranking score	Overall Rank
<b>Option 1</b>	<b>3</b>	<b>1</b>	<b>1</b>	<b>5</b>	<b>1</b>
<b>Option 5B</b>	<b>2</b>	<b>3</b>	<b>2</b>	<b>7</b>	<b>2</b>
<b>Option 6B</b>	<b>4</b>	<b>2</b>	<b>4</b>	<b>10</b>	<b>4</b>
<b>Option 7</b>	<b>1</b>	<b>4</b>	<b>2</b>	<b>7</b>	<b>2</b>

As Option 1 is the highest ranked option it is the preferred option. The preferred option is therefore as follows:

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### Preferred Option:

#### **Council makes an appropriate capital contribution to the school pitch and sports hall facilities to make them suitable for community use:**

- Flood lighting to 1x3G GAA full sized synthetic & mark up for 2 x soccer
- Upgrade grass soccer to 3G, flood light and fence
- Flood lighting to 1 x sand based, synthetic hockey pitch
- Enhanced changing pavilion to accommodate community use of 3G pitches
- Increase 3 court sports hall to 4 court with improvements changing, ancillary accommodation and storage

**Capital Cost Estimate: £2.3m**

**Average Annual Operating Cost: £50k (plus capital borrowing costs)**

It is anticipated that the Council's cash flow requirement to fund this option will be as follows:

Year	2019-20	2020-21	2021-22	2022-23	2023-24	2025-26	2026-27
<b>Capital cash flow requirement</b>	£1.15m capital from reserves	£1.15m capital from reserves	£-2.3m Income from public works loan				
<b>Revenue cash flow requirement</b>		£28,140k assuming 50% open	£56,280 Full operations*	£48,180k	£44,180k	£45,420	£37,764
<b>Loan servicing costs (@ 3%** over 25 yrs, assuming a small increase in the current rate of 2.08%)</b>			£128,237k	£128,237	£128,237	£128,237	£128,237
<b>Total Council cash requirements</b>	<b>£1.5m</b>	<b>£1.53m</b>	<b>-£2.1154m</b>	<b>£176.4k</b>	<b>£172.4k</b>	<b>£173.7k</b>	<b>£166k</b>

These proposals have been the subject of expensive consultation and public engagement and have met with broad community support. Ongoing consultation will be required with the public, local leaders and special interest groups as the project design progresses and it enters the operational management phase.

A Benefits realisation Plan has been developed as part of this OBC and, if the OBC is approved, this will be enhanced during the period of the FBC development in consultation with the likely users. This will result in the production of a fully documented as a Sports Development Plan.

**Draft Heads of Terms Agreement**

If some aspect of shared facility is agreed as the best way ahead by Council and the school authorities are supportive then a non-binding Heads of Terms should be developed to set out the principals for inclusion in a future Management Agreement and Funding Agreement. The Heads of Terms will set out a direction of travel on the following issues inter alia:

<b>Issues for Agreement</b>	<b>CC&amp;GBC Proposed Approach</b>
1. Facility mix for school/community use	<p>Subject to capital cost estimates, design options, business case assessment and Council approval CC&amp;GBC proposes the following additions to the planned school facilities:</p> <ul style="list-style-type: none"> <li>- Upgrade soccer pitch to 3G and floodlight to both pitches</li> <li>- Increase changing pavilion by 2 x team changing and ancillary accommodation to a suitable standard for community use</li> <li>- Upgrade sports hall to 4 court and ancillary accommodation</li> <li>- Flood light hockey pitch</li> </ul> <p>Once agreed and full business case approved by Council it is anticipated that the Council's contribution and the associated additional accommodation would be detailed in a binding Funders Agreement prior to the commencement of construction.</p>
2. Capital Development: Cost Apportionment	<p><b>Section still under development</b></p> <p><b>Design Team Costs:</b> The design team costs will be entirely funded by DE. This recognises the scale of the school project, the very limited section that Council will have an interest in and the marginal (if any) increase in design team costs resulting from Council's involvement.</p> <p><b>Facility Ownership:</b> The sports facilities will remain entirely in the ownership of the school authorities and Council will have rights of access as set out indicatively in this Heads of Terms and subsequent legal agreement.</p> <p><b>Additional Building Dimensions:</b> Where Council's community use requires increases to the size of the buildings this will be charged to Council as follows:</p> <ul style="list-style-type: none"> <li>• Council will be responsible for 100% of the costs of the increases it requires</li> </ul>



	<ul style="list-style-type: none"><li>• At pre and post design stages these can be estimated using established construction rates</li><li>• Post completion the Councils liability for capital contributions the sports hall and changing pavilion will be calculated as follows:<ul style="list-style-type: none"><li>• The actual final costs of the two buildings will be identified from the final statement of account</li><li>• These costs will include all excavations, foundations, construction and fit out</li><li>• The costs will not include site clearance, ground works, fixed or loose equipment or furniture</li><li>• The costs will be used to establish the £/M<sup>2</sup> rate</li><li>• Council will pay the £/M<sup>2</sup> rate for all areas that it has required additional to the school design:<ul style="list-style-type: none"><li>• Increase from 3 to 4 court hall</li><li>• Additional 2 x changing rooms</li><li>• Reception area</li><li>• Office area</li><li>• Kitchen</li><li>• Referee/staff changing</li><li>• First aid room</li><li>• Baby changing room</li><li>• An element of circulation space</li></ul></li></ul></li></ul> <p>Circulation Space Apportionment Flood Lighting Site Works Car Parking and/or Exterior Works</p> <p>Statutory Approvals: Planning Building control Specialist surveys to facilitate statutory approvals</p>
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	<p>Utility Installation Costs  NIE  Water  Gas</p> <p>Invoicing and Payment</p>
<p>3. Sharing capital and revenue costs</p>	<p><b><u>Capital Costs</u></b></p> <ul style="list-style-type: none"> <li>- EA pay 100% of 'Blue book' build costs</li> <li>- CC&amp;GBC pay 100% of capital upgrade costs</li> </ul> <p><b><u>Power, Heat and Water</u></b></p> <ul style="list-style-type: none"> <li>- For sole school space such as gymnasium, fitness suite etc. the schools will pay 100% of power and heat costs</li> <li>- For sole CC&amp;GBC space such as referees rooms, office/staff areas etc. the Council will pay 100% of power and heat costs</li> <li>- For shared space the consumption of power and heat will be metered by an intelligent energy management system and all parties (including Youth Service) will pay their appropriate share based on sole &amp; shared use periods. For shared use periods costs will be shared equally with the relevant partners. If the technology to record this detail is not economically available the power and heat costs of the changing pavilion and the sports hall building will be shared 60% CC&amp;GBC and 40% schools based on footprint. This methodology is illustrated at Appendix I</li> <li>- The cost of water in the changing pavilion and sports hall building will be shared 60% CC&amp;GBC and 40% schools on the a footprint basis as set out at Appendix I.</li> <li>- The cost of power for the floodlights will charged 100% to the Council. Any schools use of the floodlights will be charged at the Council's approved rate (at that time) for flood lighting addition to its pitch booking rates</li> <li>- Dedicated Youth Service (YS) areas of the building will be individually metered and charged to YS. For shared use areas/times the costs will be evenly shared between relevant parties.</li> </ul>

	<p><b><u>Maintenance Costs</u></b></p> <ul style="list-style-type: none"> <li>- Routine maintenance will be undertaken by the Schools and EA/CCMS (as per separate agreement) and charged to each party as set out in Appendix I</li> <li>- Failure to implement an agreed and appropriate maintenance programme could affect the proposed % liability of CC&amp;GBC in respect of maintenance and/or repair costs</li> <li>- Major repair, maintenance or replacement of plant or machinery will be shared in proportion to the footprint required by the 'blue book' for school use and the enhanced footprint resulting from Council involvement in the project (proportion agreement will be subject to final design calculations). YS will also pay a share relevant to its % dedicated footprint.</li> <li>- Large shared items of equipment such as goals, stop-nets and fencing will be maintained, repaired and replaced (by agreement) and the costs shared 60% CC&amp;GBC and 40% school. The schools/CC&amp;BGC will be solely responsible for the costs associated with sole use equipment.</li> <li>- Maintenance of the synthetic surfaces will be shared CC&amp;GBC 60% and schools 40%</li> <li>- Replacement of the synthetic surfaces will be shared CC&amp;GBC 60% and schools 40%</li> <li>- The maintenance of the floodlights will be apportioned 100% to CC&amp;GBC.</li> </ul>
<p>4. Management and operational model e.g. employment and management of staff for community use, bookings management, income management and accounting</p>	<p>CC&amp;GBC will employ staff to undertake the following duties for sole community use periods, for the areas of the building and patrons it is responsible for:</p> <ul style="list-style-type: none"> <li>- Reception, supervision and oversight of standards of behaviour</li> <li>- Compliance with all reasonable rules and regulations</li> <li>- Resolving issues of nuisance during their management hours or by their patrons</li> <li>- Security, opening and lock up</li> <li>- Post event equipment tidy up, cleaning, litter removal etc.</li> <li>- Coaching (when appropriate)</li> <li>- Keep records of, report and retain (as required) all bookings, accidents, maintenance issues, H&amp;S and so on</li> </ul> <p>Any call outs due to security or nuisance issues outside of the Councils management periods will be a matter for the schools' management.</p> <p>The Youth Service will have similar responsibilities for areas, patrons and periods when is operating in the building.</p>

	<p>For times when the YS is operating in the building along-side the Council, each party will be responsible of the caretaking and lock up of their respective areas. The design of the building will allow for secure separation.</p> <p>YS will not have access to the showering and changing facilities unless that have booked access to the sports hall or hockey pitch from the Council.</p>
<p>5. Opening times for sole-school, sole-community and mixed use</p>	<p><b><u>Term Time, Monday to Friday:</u></b></p> <ul style="list-style-type: none"> <li>- Up to 5pm is 100% school use (any exceptions by individual agreement)</li> <li>- <b>Soccer, GAA and hockey pitches:</b> available 100% for community use after 5pm (any exceptions by individual agreement)</li> <li>- <b>Sports hall:</b> Before 5pm is 100% school use after 5PM is 100% community use (any exceptions by individual agreement)</li> </ul> <p><b><u>Term Time, Weekends:</u></b></p> <ul style="list-style-type: none"> <li>- <b>Shared use:</b> of all facilities up to 1pm on Saturdays and Sundays to a max 50% use by either party, any exceptions by individual agreement</li> <li>- <b>All facilities:</b> Saturday &amp; Sunday from 1pm is 100% Community use with any exceptions by individual agreement</li> </ul> <p><b><u>School Holiday Periods:</u></b></p> <ul style="list-style-type: none"> <li>- CC&amp;GBC will have 100% access to the facilities during school holidays, any exceptions by individual agreement</li> </ul> <p><b><u>Exceptional requests:</u></b></p> <ul style="list-style-type: none"> <li>- Both parties will make all reasonable efforts to accommodate exceptional requests. Other than to cover power and heat consumables, there will be no charging between parties for exceptional use as long as this is not displacing other income generating users and the use remains exceptional rather than routine</li> </ul> <p><b><u>Special Events</u></b></p> <ul style="list-style-type: none"> <li>- The schools will, by annual agreement with CC&amp;GBC in June of the preceding academic year, have access to the facilities for special events up to 10 occasions per year during normal Council 100% use times. There will be no charge for this use other than for power, light and heat consumables. No Council staff will be required on these occasions.</li> </ul>

	<p><b><u>Youth Service Bookings</u></b></p> <ul style="list-style-type: none"> <li>- CC&amp;GBC will make all reasonable efforts to accommodate block bookings by the Youth Service. Such bookings will be charged in accordance with the Council's agreed pricing structure at the time for youth groups.</li> </ul>
6. Entertainment Licence	The schools will hold an entertainment licence to cover unspecified days for schools and community events. CC&GBC will notify the schools of any proposed events to ensure compliance with the regulations. Where Council events incur an additional cost for the schools these will be covered 100% by the Council.
7. Maintenance, care taking and cleaning responsibilities	<ul style="list-style-type: none"> <li>- Schools are responsible for all maintenance and day to day cleaning for school use</li> <li>- CC&amp;GBC responsible for cleaning, security and tidy up after all community use sessions</li> <li>- All parties (including YS) will ensure that the facilities are cleaned and litter free at the end of use and left in a suitable condition for the next user</li> </ul>
8. Booking and income policy and management responsibilities	CC&GBC will manage all bookings for non-school use, receive and retain all income. This will also apply to any exceptional (by agreement) community use during normally school time.
9. Structures to ensure effective monitoring of working arrangements, communications, decision making, revisions to/approval of agreements/contracts and dispute resolution	<p>A Community Use Committee will be established to review the implementation of this agreement. This Committee will normally meet twice a year and will consist of representatives of CC&amp;GBC, both schools, CCMS and EA (and others as appropriate). During the mobilisation period it may be necessary to meet more regularly. An exceptional meeting can be called at any time, by two or more parties, to resolve any emerging issues.</p> <p>The Licence Agreement can only be amended with the agreement of all signatory organisations.</p>
10. Insurance arrangements for various uses	<ul style="list-style-type: none"> <li>- EA will insure for PL and EL for schools use.</li> <li>- CC&amp;GBC will insure for PL and EL for community use.</li> <li>- EA will be responsible for replace the buildings and other accommodation to the same specification, design and location (unless otherwise agreed) in the event of destruction or irreparable damage.</li> <li>- Council will insure for these risks during community use periods which will typically run to 10 pm with a 30 minute clean and lock up period (subject to bookings)</li> </ul>

	<ul style="list-style-type: none"> <li>- Where omission or wilful damage is proven by any party to the Licence Agreement or their patrons then that party will be responsible for the costs of making good</li> <li>- The schools/EA will be responsible for making good any vandalism perpetrated during school time and periods of closure.</li> </ul>
11. Programme of activities for community use	<p>CC&amp;GBC will programme all community use. The schools will be required to request any exceptional use during community use periods, from the Council. Likewise Council will be required to make a request to the schools for community use during normal school time.</p> <p>The programme for shared use periods as detailed in 4 above will be administered by CC&amp;GBC (and be available on its website) but set in agreement between the schools and the Council. The timetabling of these shared use periods will be negotiated and agreed between the schools and the Council in mid-June for the incoming academic year. All changes will be by mutual agreement and will be accommodated as far as is reasonably possible.</p>
12. Pricing structures between school, Council and the community	<p>There will be no charges between the signatories to this agreement for any school or community use with the exception of the provisions set out in 4 above.</p> <p>CC&amp;GBC will set the charges, collect and retain the income for community use of the facilities.</p>
13. Buildings and Grounds maintenance programming, responsibilities and cost sharing	<p>All maintenance of the shared sports facilities will be undertaken by EA and the costs shared as set out in 2 above.</p> <p>The Licence Agreement will include a maintenance schedule and this will be reviewed and approved annually by the Community Use Committee which will also consider and approve any proposals for exceptional maintenance / replacement items that are non-routine or incur unusually high costs.</p>
14. Any seasonal or unusual demands by the Council or schools e.g. during summer months or exam periods	<p>The Sports hall building will not be available for community use from mid-May to the end of June to accommodate examinations (any exceptional requests will be considered by individual agreement). During examination use the schools will ensure that all specialist sports surfaces are covered with a suitable material to prevent damage from chairs, desks and outdoor footwear.</p>

	<p>Periods when both schools are on holidays will be considered 100% community use time and will be programmed by CC&amp;GBC, any exceptions requested by the schools will be dealt with by individual agreement and as long as any schools use does not displace fee paying use there will be no charge other than for power and heat consumables.</p>
15. Equipment and stores sharing or the need for separate arrangements	<p>Large items of equipment such as goals, stop-nets, mats, badminton nets and fencing will be considered shared. Consumables such as balls, bids, racquets and cones will be purchased, maintained and managed individually by the School's and Council's staff.</p> <p>Both shared and separate stores will be required in both the changing pavilion and the sports hall to accommodate this separation of consumable equipment.</p>
16. Branding/signage to reflect proportionate contributions	<p>The Council's contribution to and management of these facilities for community use will be recognised on the branding and signage at the site (and costs shared appropriately) in a way that is sympathetic to the individual identities of the schools and their governing bodies.</p> <p>In respect of the aspiration to promote a shared space, the established policy of the EA with regards to flags and emblems will apply to this site.</p>
17. Suitable programming	<p>All parties will only programme the facilities for sporting and other activities that are suitable and approved for the facility type without causing damage or unreasonable risk to the users.</p>
18. Duration of agreement	<p>This agreement will last for 25 years from the date of practical completion of the final element of the sports facilities for community use, unless otherwise agreed between all parties.</p> <p><b>In the event of early termination by the school authorities:</b> the Council will be refunded 1/25 of its initial capital investment for every whole year or part year for which it will no longer have access to the facilities. The Council will have the right to remove any of its fixed or non-fixed equipment from the premises.</p> <p><b>In the event of early termination by Council:</b> the Council shall have no right to refund. The school authorities will have no ongoing responsibility for providing community access. Council will have no ongoing financial liability and will have no rights of access or ownership of the facilities. The Council will have the right to remove any of its non-fixed equipment from the premises.</p>

**Appendix I:****Methodology for Power, Heat, Water & Maintenance Cost Apportionment in Changing Pavilion and Sports Hall Building**

<b>CC&amp;GBC Contribution to Power, Heat, Water &amp; Maintenance costs</b>			
Assumptions:			
<ul style="list-style-type: none"> <li>• For single use areas the user will pay 100% of costs</li> <li>• Costs will be apportioned based on footprint</li> <li>• For shared use areas CC&amp;GBC will pay 60% to reflect likely greater hours of use over a 12 month period</li> <li>• Apportionment of costs will be calculated on the final design as follows, example figures are highlighted in yellow for illustration purposes only:</li> </ul>			
<b>User</b>	<b>Footprint % (figures for e.g. only)</b>	<b>CC&amp;GBC % Contribution</b>	<b>CC&amp;G Contribution to Total P&amp;H Costs (figures for e.g. only)</b>
Sole school use	20%	0%	0%
Sole YS use	10%	0%	0%
Sole CC&GBC use	10%	100%	10%
Shared use	60%	60%	36% (with proportionate contribution from YS)
<b>Totals</b>	100%		52%