

Schedule 3

North Luffenham Community Centre Management Roles & Responsibilities

Background

North Luffenham Community Centre (NLCC) was constructed by Leicestershire County Council (LCC) in 1995, adjoining North Luffenham CEVA primary school (NLPS). (At that time Rutland was administered by LCC.) In line with the primary school linked community centre scheme operating at the time, the building cost was funded jointly by LCC and the North Luffenham community. (The community raised some £63,000, including a contribution of £5,000 from the then Rutland District Council.) LCC's scheme of management for the Community Centre was applied initially but, over time, changing circumstances have resulted in the original arrangements becoming largely inapplicable, and so needing revision.

The current situation is as follows:

- Rutland County Council (RCC) is now the local authority for Rutland and has taken over LCC's original legal obligations associated with the Community Centre.
- RCC leases the Community Centre premises (comprising the entrance hall, meeting room, storeroom, kitchen, and toilets) from the NLPS charitable trust at a peppercorn rent. The lease is dated 8 June 1995 between The Peterborough Diocesan Board of Finance, The Rev RJM Blackall & Others, and Leicestershire County Council and includes certain terms which were specified by an associated Charity Commission Scheme.
- The Charity Commission Scheme dated 18 October 1994 provides that the permitted use of the building is to provide "facilities in the interests of social welfare for the recreation and leisure time occupation of the inhabitants of North Luffenham".
- Although RCC is the leaseholder, North Luffenham Parish Council (NLPC) has agreed to Manage the Community Centre on behalf of the village community, and to cover the centre's running costs (insofar as they are not met by income from hirings etc.).
- Utility services are supplied jointly to the school and the Community Centre.
- Supplier bills are paid by the school, so necessitating agreement on crosscharging for Community Centre usage. Other situations resulting from the physical linkage between the school and the Community Centre also give rise to a need for formal co-operation between the school and NLPC.

This document sets out the main roles and responsibilities of the three parties involved with the operation and management of the Community Centre, as agreed between these parties:

- RCC
- NLPC
- NLPS (through its governors)

Roles and Responsibilities

Rutland County Council (RCC):

1. RCC provides the Community Centre building, in accordance with the provisions of the lease. RCC undertakes to:
 - a) keep in good repair the fabric of the Community Centre and its fixtures & fittings
 - b) decorate the Community Centre regularly (every 7 years internally, and 3 years externally)

- c) keep the Community Centre insured against loss or damage
- 2. RCC arranges and pays for the minor internal works/modifications which are designated to be its responsibility, as per the attached Schedule which has been agreed between NLPC and RCC. The Schedule may be amended or updated from time to time by negotiation between those two parties.
- 3. RCC has a nominated individual ("RCC Contact") at RCC who is responsible for liaison with NLPC on day-to-day matters relating to the Community Centre.

North Luffenham Parish Council (NLPC)

- 1. NLPC manages the Community Centre on behalf of the village community, through a committee of the parish council. NLPC determines the constitution of the management committee, which includes both parish councillors and (non-councillor) community representatives in such numbers as NLPC deems appropriate. The committee operates under terms of reference/standing orders established by NLPC.
- 2. NLPC's administrative arrangements for the Community Centre are designed to ensure that:
 - a) it is utilised only for the Permitted Use as defined in the Lease (as interpreted on a case by case basis by the management committee in accordance with its standing orders)
 - b) it is kept clean
 - c) it is secured when not in use
 - d) any problems requiring RCC input are reported promptly to the RCC Contact
 - e) any minor internal works/modifications which are designated to be NLPC's responsibility in the attached Schedule are implemented at NLPC's cost and with RCC's pre-approval
 - f) employer's liability insurance is put in place, if so required
 - g) public liability insurance is put in place
 - h) periodic risk assessments and/or operational checks are undertaken, where applicable
 - i) a scale of fees for hire/use of Community Centre facilities is established and maintained;
 - j) rules/conditions to be observed by hirers/users of Community Centre facilities are established and maintained; and
 - k) a contact is designated to be responsible for communicating with RCC
 - l) and NLPS on Community Centre matters.
- 3. NLPC funds the running costs of the Community Centre (via the parish precept) to the extent that these costs are not covered by hire fees and other income.

North Luffenham Parish Council (NLPC) and North Luffenham CEVA Primary School (NLPS) in Co-operation

Use of facilities/bookings

- 1. NLPC has the right to control the use of the Community Centre, or any part of it (where a "part" may be the meeting room, kitchen, toilets, or entrance area). Accordingly, NLPC
 - a) controls bookings of all or part of the Community Centre, and appoints a bookings administrator for this purpose
 - b) sets and receives the relevant hire fees for such lettings
 - c) may, within its scale of hire charges, give preferential treatment to particular users or user groups (to the extent that this is permitted by the relevant local government legislation)

2. NLPS is a potential user in this context so that if NLPS, or any other person with a right to use school premises, wishes to use CC facilities then that use will be booked through NLPC, and NLPC has the right to charge for that use
3. NLPS has the right to control the use of the school hall and any other rooms or facilities within the school. It thus
 - a) controls bookings of all or part of the school premises.
 - b) sets and receives the hire fees for such lettings.
4. Community groups who wish to use school facilities make bookings through the NLPS administration office. NLPC and NLPS liaise to operate a booking & payment system which minimises complexity. It is desirable that a hirer of school facilities who wishes also to make use of Community Centre facilities can do so with a single booking.
5. It is agreed by NLPS and NLPC that these arrangements may need to be revised after a booking system/procedure has been agreed with the school

Utilities and other costs incurred by NLPS

1. As a maintained school NLPS may not fund community services from its delegated budget (in the same way that it is not a function of NLPC to subsidise school costs or activities). Accordingly, NLPS has the right to charge NLPC the direct costs incurred by the school in providing utilities and any other services to the Community Centre - in particular, the cost of electricity and of gas (for space heating). The parties are obliged to work together to ensure that the charges to be paid by NLPC are such as to fairly reflect the direct costs to the school of providing these services. The bases for these charges are formally documented, and are subject to review periodically.

Other Issues

1. There are potential child safeguarding issues arising from adult use of premises adjacent to the school, at times when children are using the school premises. It is the responsibility of NLPS to bring such issues to the attention of NLPC who will endeavour to agree with the school reasonable and proportionate measures to address them. (In some situations RCC might be involved.) Any costs associated with implementing such measures will normally be the responsibility of the school (or RCC).
2. There may be specific health and safety measures, beyond those applicable to a 'free-standing' community centre, which the school considers to be desirable because of use of Community Centre premises by the school. It is the responsibility of NLPS to bring such issues to the attention of NLPC, who will endeavour to agree on reasonable and proportionate measures to address them. (In some situations RCC might be involved.) Any costs associated with implementing such measures will normally be the responsibility of the school (or RCC).
3. Paragraphs above dealing with Co-operation between NLPS and NLCC and potential child safeguarding issues detail practical and financial issues which arise from the contiguous nature of the school building and the Community Centre. It is the responsibility of NLPC and NLPS to work together to put in place appropriate systems to manage all such issues where they arise.
4. Resolution of cross-charging matters may include 'payments in kind' in lieu of direct financial transfers (e.g. by the provision of services of agreed monetary values).

All Parties

All three parties will meet periodically, by agreement, to review the arrangements set out in this document, and any other related matters.