

DATED

12th October

1994

LINCOLNSHIRE COUNTY COUNCIL
and
MORTON PARISH COUNCIL
and
THE GOVERNING BODY OF MORTON
TRENTSIDE COUNTY PRIMARY SCHOOL

CHANCE TO SHARE AGREEMENT AND LEASE
re. Morton Trentside County Primary School

County Legal Services
County Offices
Lincoln

THIS JOINT VENTURE AGREEMENT AND LEASE dated the *twelfth* day
of *October* One thousand nine hundred and ninety-four

A.1.0 Clause

A.1.1 PARTICULARS

A.1.2 The County Council Lincolnshire County Council
County Offices

Newland

Lincoln

LN1 1YL

A.1.3 The School Governing Morton Trentside County
Body for the time Primary School
being (herein called Crooked Billet Street
The Governors) Morton

Gainsborough

DN21 3AH

A.1.4 The Community Partner Morton Parish Council
(herein called the
Parish Council)

A.1.5 The Joint Scheme A scheme which has been agreed
between the County Council and
the Parish Council for the
provision of community
recreation and leisure
facilities for the benefit of
the pupils of the school and
the public at large

A.1.6 The Lease A lease of the Joint
Accommodation to the Parish

- Council incorporated in this Joint Venture Agreement and agreed by the Parties
- A.1.7 The Joint Accommodation The land premises and accommodation described in the First Schedule
- A.1.8 The Joint Management Committee The Joint Management Committee are to carry out the day to day running of the Joint Scheme
- A.1.9 The School Morton County Primary School
- A.1.10 The School Premises All the land and premises (including the playing fields car park and accessways) for the time being comprising the school of which the Joint Accommodation forms part
- A.1.11 Designated Hours Those hours when the Joint Accommodation will be available for use and occupation by the Parish Council or its hirers in accordance with this Joint Venture Agreement (excluding staff training days) and being 6.00 pm to 9.00 pm weekdays in term time and 10.00 am to 9.00 pm at weekends and during

- school holidays
- A.1.12 Access Ways The roads paths entrance halls and corridors of the School premises the use of which is necessary for obtaining access to and egress from the Joint Accommodation or such of them as affords reasonable access as the County Council may from time to time in its absolute discretion designate by giving fourteen days' notice to the Parish Council
- A.1.13 The School Day Means any day on which the School is in session (including staff training days)
- A.1.14 The School Hours Means those hours designated by the County Council as local education authority for attendance of pupils at the school
- A.1.15 Representative Member The representatives appointed by and on behalf of the Joint Management Committee
- A.1.16 The School Playing Fields The playing fields owned by and which will remain in the ownership and control of the

- County Council as defined in column 2 of Part II of the First Schedule hereto but which will be used jointly for the benefit of the School as a School playing field and the inhabitants of the Parish to the extent hereinafter agreed
- A.1.17 The Village Playing Field
The playing fields owned by the Parish Council which will remain in the ownership and control of the Parish Council as defined in column 1 of Part II of the First Schedule hereto but which will be used jointly for the benefit of the School and the inhabitants of the Parish to the extent hereinafter agreed
- A.1.18 Plans "A" and "B"
The plans attached hereto showing the Joint Accommodation in relation to the School Premises
- A.1.19 The Headteacher
The Headteacher of the School
- A.1.20 LMS Arrangements
The Scheme known as "The Local Management of Schools" and agreed between the County Council and the Department of

Education and Science under the Education Reform Act 1988 to provide for the delegation of funding and financial control of schools (including the School) within the area administered by the County Council as Local Education Authority

B.2.0 DEFINITIONS

- B.2.1 For the purposes of this Joint Venture Agreement and Licence the terms defined in clauses 1 and 2 have the meaning specified and in this document any reference to "this agreement" shall mean This Joint Venture Agreement and Licence in its entirety
- B.2.2 Words importing one gender include all other genders and words importing the singular include the plural and vice versa
- B.2.3 Where applicable the terms "the Parties" and "Party" mean any or all the County Council The Governors and the Parish Council and any reference to Joint Playing Fields means the School Playing Field and the Village Playing Field together
- B.2.4 Any references 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 and any general reference to "statute" or "statutes" includes any regulations or

orders made under such statute or statutes

B.2.5 The Interpretation Act 1978 shall apply to this Joint Venture Agreement and Lease

B.2.6 General references made to this agreement mean this Joint Venture Agreement and Lease

B.2.7 General references to any schedule or "the Lease" mean a schedule and the Lease contained in this Agreement

B.3.0 GENERAL TERMS AND CONDITIONS

It is agreed and declared by the County Council and the Parish Council that from the date hereof:

B.3.1 The Parish Council shall occupy the Joint Accommodation in accordance with the Lease and its terms and conditions contained in the Second Schedule

B.3.2 The County Council hereby grants to the Parish Council and all persons authorised by them the privilege during Designated Hours of:

(i) using the Joint Accommodation the School Playing Fields and the hard play areas for the purposes of implementing the Joint Scheme upon the terms herein contained

(ii) gaining access to the Joint Accommodation and egress therefrom over the parts of the School Premises which are (a) shown hatched in blue on Plan B attached hereto and also (b) but on foot only the Footpath shown coloured orange on that plan and which leads from and to Southlands

(iii) in common with all other persons visiting the Joint Accommodation of parking vehicles driven to

the School Premises by or on behalf of persons exercising the privileges granted by this Agreement within the School Premises upon the conditions hereinafter contained

- B.3.3 The Parish Council hereby grants to the County Council and the Governors and all persons authorised by it or them the privilege of using the Village Playing Field for the purposes of implementing the Joint Scheme upon the terms herein contained
- B.3.4 The Parties shall associate together and share the Joint Accommodation in accordance with all the terms and conditions of this Joint Venture Agreement and Lease
- B.3.5 The Joint Accommodation shall be used for the mutual benefit of pupils of the School and the local community
- B.3.6 The Joint Management Committee shall administer the day to day running of the Scheme on behalf of the Parties
- B.3.7 The parties agree to implement perform and observe the further conditions for which they are responsible as contained in the Fourth Schedule
- B.3.8 The Parties shall not cause or permit any act or thing to be done under any provision contained in this Joint Venture Agreement which may be an infringement of any statute or incur any fine penalty order notice damages compensation costs charges or expenses and shall comply with all statutory requirements an those of the common law
- B.3.9 The Parties shall not cause or permit any infringement of copyright or any sale or supply of liquor without an

appropriate licence or breach of any music dancing or theatre licence

B.3.10 The parties hereto confirm that it was originally intended at the inception of the Joint Scheme to include within the Joint Accommodation the alcove which has been converted to a room and which is situated on the western side of the School Premises as shown coloured yellow on Plan A but the Parish Council has agreed as the County Council hereby acknowledges to relinquish its claim to the use of such alcove to the intent that the same shall not form part of the Joint Accommodation but shall be an area subject to the exclusive use of the School

B.4.0 SERVICE OF NOTICE

The Provisions of the Law of Property Act 1925 section 196 as amended by the Recorded Delivery Service Act 1962 shall apply to the giving and service of notices and documents under or in connection with this Joint Venture Agreement and Licence provided that all notices and documents shall be directly served upon the Parish Council

B.5.0 TERMINATION

B.5.1 It is further agreed that:

Either party may terminate this agreement by giving to the other at least twelve months' notice to expire at any time provided that in the event of breach or non-performance of any covenant or condition by either party the agreement shall forthwith terminate but without prejudice to any rights which the other may have arising

out of such failure

B.5.2 If at any time during the subsistence of this Agreement and Lease either of the parties hereto shall wish to sell its estate or freehold interest in such part of the Joint Accommodation as may be vested in it then such party ("the Offeror") will:-

(i) before offering such property ("the Property") for sale on the open market serve upon the other party ("the Offeree") written notice ("the Offer Notice") siting the Offeree full particulars of the Property and of its intention to sell the same and requiring the Offeree (if it wishes to purchase the Property) to make an offer in writing therefor

(ii) not accept any offer to purchase the Property made by someone other than the Offeree unless either:-

(a) no offer on the part of the Offeree has been received within one month of the date of service of the Offer Notice or

(b) the offer received within that time is not satisfactory to it BUT in this event the Property shall not within the period of two years from the date of service of the Offer Notice be sold for an amount less than the amount specified in the Offer Notice

(iii) this clause shall be capable of being implemented in respect of each and every part of the Joint

Accommodation which either of the parties wishes to sell and notwithstanding that this may involve more than one transaction

- (iv) in the event of terms being agreed for the sale and purchase of the Property as aforesaid then the Law Society's Conditions of Sale current at the date of the Offer Notice shall be applied in relation to that sale and purchase

B.6.0 THE JOINT MANAGEMENT COMMITTEE

B.6.1 The County Council and the Parish Council under the provision of section 102 of the Local Government Act 1972 hereby create a Joint Management Committee for the time being hereof

B.6.2 The Parish Council shall be entitled to nominate 5 members of the Joint Management Committee and the Governors shall be entitled to nominate 4 members of the Joint Management Committee and such nominations shall be at the total discretion of the parties and may be changed as and when either or both parties decide and the Headteacher of the School shall be an ex officio member of the Committee

B.6.2.1 The quorum for a meeting shall be four members provided there is present at least one member appointed each by the Parish Council and the School Governing Body

B.6.3 Members of the Committee shall be appointed for such period as the Parish Council and the Governors respectively shall think fit.

B.6.4 The Committee shall be serviced by the Parish Council

and all minutes agendas and reports shall be prepared by the Parish Council as well as providing financial and secretarial services at no cost to the Governors

B.6.5 (i) The Secretary to the Committee shall be the Clerk for the time being of the Parish council or any other person deemed suitable by the Joint Management Committee

(ii) The Parish Council and the Governors may each nominate three members or officers to attend any meeting of the Committee provided that twenty four hours' notice of such nomination be given to the Secretary of the Committee

Provided that the Secretary to the Committee and any members or officers attending meetings of the Committee in pursuance of sub-clause (ii) of this clause shall be able to speak but not vote at such meetings

B.6.6 A copy of the new agenda and minutes of the last meeting of the Joint Management Committee shall be forwarded via the Headteacher to the Chairman of the Governors

B.6.7 The Joint Management Committee shall appoint annually a Chairman and Vice-Chairman and such appointments shall alternate annually between members nominated by the Governors and Members nominated by the Parish Council and when the Chairman is appointed from Members nominated by the Governors the Vice-Chairman shall be appointed from Members nominated by the Parish Council

B.6.8 The Annual General Meeting of the Joint Management

Committee shall be convened by the Secretary in the month of June each year

- B.6.9 The Joint Management Committee shall meet at least three times a year including the Annual General Meeting and at other times at the request of the Chairman or in his absence the Vice-Chairman
- B.6.10 Notice of each meeting of the Joint Management Committee shall be given by the Secretary sending by ordinary post or personal delivery to each member of the Joint Management Committee a copy of the agenda for such meeting at least three clear days before each meeting wherever possible
- B.6.11 The proceedings of the Joint Management Committee shall not be invalidated by any vacancy among its members or by any defect in the appointment or qualification of any member
- B.6.12 The powers and duties of the Joint Management Committee shall be to:
 - (a) consider the Parish Council's and Governor's management arrangements in respect of the Joint Scheme and the Joint Playing Fields
 - (b) to advise both the Parish Council and the Governors as to
 - (i) the appropriate management arrangements in respect of the Joint Scheme and the Joint Playing Fields and
 - (ii) the co-ordination of the management arrangements of the Parish Council and

Governors

- (c) consider and advise the Parish Council and the Governors in respect of their use of the Joint Scheme and the Joint Playing Fields
- (d) to manage and operate the Joint Playing Fields by co-operation in pursuit of the following objectives namely to secure that they are used by the pupils of the School and the inhabitants of the Parish to the best advantage of all for educational social recreational and sporting uses and in particular to determine their layout so as to ensure that the school secures priority during school hours provided always that the Headteacher's prior agreement is secured to any use of the School Playing Field during School Hours and also during the Designated Hours to conform with those objectives and purposes hereinbefore defined for use by persons not residing in the Parish of Morton and always co-ordinating joint use of the Joint Accommodation with the Joint Playing Fields or any part of them

B.6.13 The Parish Council and the Governors shall each provide the Joint Management Committee with such information relating to the Joint Accommodation the Joint Playing Fields or either of them as it may reasonably require to enable it to perform its functions

B.7.0 THE GOVERNORS

B.7.1 The Governors hereby confirm their acceptance and

approval of the terms of this Agreement and undertake on behalf of the Governing Body of the School to comply with its provisions so far as they relate to their responsibilities in relation to the School whether under LMS or otherwise

B.8.0 VARIATION

B.8.1 If any of the parties hereto considers that the terms of this Agreement require variation or amendment so as to fulfil more satisfactorily the objectives of the Joint Scheme and/or the management and administration thereof it shall serve upon the other party written notice particularising the clauses or provisions of the Agreement which it contends should be amended or varied and its proposals as to the manner in which such amendments or variations should be effected

B.8.2 If the parties shall agree within three months of the date upon which the notice of proposed amendments or variations was served in accordance with the provisions of clause B.1 hereof then a formal memorandum of such amendment or variation shall be prepared and signed by or on behalf of the parties hereto and appended to this Agreement

IN WITNESS whereof the County Council has caused its Common Seal to be hereunto affixed and Maurice French and Harry Waring being respectively the Chairman and Clerk of the Parish Council and duly authorised so to do and Clifford Bruce Middleton and Anthony Frank Baldock being the Chair and Vice-Chair of the Governors and duly authorised so to do have executed this Agreement and Lease as a Deed the day and year first before written

THE FIRST SCHEDULE

1.0 Description of the Joint Accommodation

Part I

The Joint Accommodation comprises in total:

Community room

Kitchen

Changing rooms

Staff shower room

Toilets

Foyer/corridor

Access way

All being part of the School Premises and shown edged in red on Plan "A"

Part II

The Joint Playing Fields comprising:-

Col 1

Col 2

The School Playing Fields hatched in green (as part of a larger parcel of land edged in green on Plan "B") and the hard play areas

The Village Playing Field edged in red on Plan "B"

Part III

The right to use the access way shown hatched in blue on Plan B with or without motor vehicles for the purpose of gaining access to and from the Joint Accommodation together with the right to use the footpath (but on foot only) which is shown coloured orange on Plan B for the purpose of gaining access to and from the Joint Accommodation from Southlands, Gainsborough

THE SECOND SCHEDULE

THE LEASE

2.0 Demise

2.0.1 The County Council hereby demises unto the Parish Council the right to use the Joint Accommodation for the purpose of the Joint Scheme to be operative during the Designated Hours on behalf of the Parish Council by the Joint Management Committee TO HOLD the same unto the Parish Council for a term of NINETY NINE YEARS as from the date hereof at a rent (if demanded) of ONE POUND per annum

2.0.2 The Parish Council undertake with the County Council as follows:

- (i) To pay its share of the expenses as provided for in the Fourth schedule
- (ii) To keep the Joint Accommodation during the Designated Hours clean tidy and clear of rubbish
- (iii) So far as is compatible with and to the extent of its use not to obstruct the access ways or cause the same to become dirty or untidy nor to leave any rubbish in them
- (iv) To keep the Joint Accommodation and all fixtures and fittings thereto in good and substantial condition during the term of this Lease and not to alter the Joint Accommodation without first obtaining the written consent of the County Council
- (v) The Parish Council shall provide public and third

party liability and contents insurance to cover use of the Joint Accommodation and the Joint Playing Fields during the designated hours of the joint Venture Agreement and Licence and if required by the County Council endorse a note of the County Council's interest on any such policy

(vi) That the Joint Management Committee shall reserve the right to remove any sign or notice displayed within any part of the Joint Accommodation which it considers to be unsuitable

(vii) All conditions attaching to the performance of stage plays of other licences must be strictly observed

Nothing shall be done that will endanger the policies of insurance relating to the Joint Accommodation or contents and in particular

(a) No obstructions shall be placed in gangways or exits

(b) Fire appliances will be inspected from time to time and must be kept in their proper places and used for no other purpose

(viii) Not to do or permit to be done any act matter or thing which would or might constitute a breach of any statutory requirement affecting the Joint Accommodation or which would or might vitiate in whole or in part any insurance affected in respect thereof

(ix) To comply with such reasonable requirements as

may be made from time to time by the County Council in relation to the use of any parking space which forms part of the Joint Accommodation

2.0.3 Sharing of Accommodation etc

- (i) It is agreed and declared that at any time during School Hours the County Council may decide to share occupation of the Joint Accommodation or any part thereof with the Joint Management Committee
- (ii) The Chief Property Officer for the time being of the County Council may inspect the Joint Accommodation at any time during the Designated Hours of the Licence
- (iii) The Joint Accommodation shall not be mortgaged or charged

2.0.4 Termination

This Lease may be terminated by either party or come to an end in the same manner and in accordance with B.5.0 of the Joint Venture Agreement

THE THIRD SCHEDULE

- 3.0 Further provisions for the management of the joint accommodation
- 3.0.1 During School Hours the Governors shall be entitled to use the Joint Accommodation for any purpose (whether in connection with the School or otherwise) following consultation with the Headteacher
- 3.0.2 During the Designated Hours the Joint Management Committee shall be entitled to use or authorise use of the Joint Accommodation
- 3.0.3 The Governors may request use of the Joint Accommodation or any part thereof during the Designated Hours for up to 12 occasions in any calendar year free of charge for the purpose of school functions subject to prior bookings
- 3.1 Lettings
- 3.1.1 The Joint Management Committee shall be responsible for recommending to the Parish Council the amount of any letting charge during the Designated Hours
- 3.1.2 The Joint Management Committee shall ensure that the Headteacher is given adequate notice of any letting involving the Joint Accommodation during the Designated Hours
- 3.2 Insurance
- 3.2.1 The Parish Council shall be responsible for insuring the contents of the Joint Accommodation and any equipment provided by them on the Joint Playing Field and shall provide cover for public liability and employers'

liability insurance (if they have any employees) and if required by the County Council have endorsed on any such policy a note of the County Council's interest therein

- 3.2.2 The County Council shall keep insured at all times throughout the Term in the joint names of the Governors and the Parish Council the Joint Accommodation from loss or damage by fire in some insurance office of repute in a sum at least equivalent to the full reinstatement value for the time being and produce to the Parish Council on request the several policies of such insurance

THE FOURTH SCHEDULE

4.0 THE FORMULAE FOR CHARGES

4.0.1 General principles

The County Council will charge the Parish Council for a proportion of the running costs of the Joint Accommodation. This proportion will be assessed by calculating the hours used by and area available to the Joint Management Committee

The County Council will not expect the Joint Management Committee to use the Joint Accommodation for the whole of the time available to it and a charge will be set by the County Council following a review of the sharing of costs during the period of operations. This method of calculating the Parish Council's proportion of costs may be varied annually in consultation with the Parish Council. The aim will be to derive a formula which is simple to operate

4.0.2 Formulae Abbreviations

The formulae to be used for assessing charges will be expressed using the following abbreviations:-

Hours of occupation by school: H (School)

Hours of use by the Parish Council: H (PC)

Area of total built site: A (Site)

Area shared by School and Parish Council: A (Shared)

4.1 Energy water and sewerage charges

Arrangements from 1 April 1992

From 1 April 1992 the Parish Council will pay the County Council a proportion of the costs incurred for energy,

water and sewerage

Charges will be calculated using the following formula:

$$\frac{\text{Total energy water and sewerage costs}}{\frac{A(\text{SHARED})}{A(\text{SITE})}} \times \frac{H(\text{PC})}{H(\text{School})+H(\text{PC})}$$

= Charge for energy water and sewerage to the Parish Council

4.2 MAINTENANCE AND REPAIR CHARGES

4.2.1 Arrangements from April 1992

For the purpose of determining the amount of the Parish Council's contribution towards the costs of repair and maintenance of the Joint Accommodation it is hereby ACKNOWLEDGED by the parties hereto that such costs shall only relate to those items which appear under the heading "Governor's Responsibility" in Section 14 of the LMS Arrangements a copy of which is annexed hereto and that the County Council shall continue to be solely responsible for those items which appear under the heading "County Council's Responsibility" within that Section PROVIDED ALWAYS that in the event of any damage occurring to the School Premises as a result of the Joint Accommodation having been made available for the purposes of the Scheme during Designated Hours the costs of making good any such damage shall be met and discharged by the parties hereto in accordance with the formula contained in Clause 4.2.2 hereof SUBJECT

nevertheless to the requirement that (except in an emergency which requires immediate work to be carried out for the purposes of securing the School Premises) no works of repair shall be undertaken until full particulars of any such damage and the cost of effecting the necessary repairs has been given to the Parish Council nor shall such work be undertaken ~~if the cost thereof amounts to more than £~~ unless the Parish Council has previously consented thereto such consent not to be unreasonably withheld

- 4.2.2 From 1 April 1992 the cost of maintaining and repairing the Joint Accommodation will be calculated according to the following formula:

$$\begin{aligned} & \text{School costs of} && \frac{\text{H (PC)}}{\text{H (School) + H (PC)}} \\ & \text{maintenance} && \times \\ & = \text{Charge for maintenance and repair to the Parish Council} \end{aligned}$$

The charge will include for maintenance of hard play areas ball stop fences and ball wall

- 4.2.3 All maintenance and repair work shall be authorised by the County Council and carried out by the County Council's contractors. The Parish Council may request repair work to be done only when this is necessary for the safety and security of the Joint Accommodation. In such cases the Parish Council may request an urgent repair from one of the contractors designated for this purpose by the Governors. The Parish Council should then inform the Governors (via the Headteacher) of the

action taken to enable the Governors to place a confirmatory order and to pay for the work

4.2.4 The Governors shall be responsible for replacing light bulbs/tubes in the Joint Accommodation when scaffolding is required. The cost of this work will be covered by the maintenance formula. The Parish Council may request this work but a Governor's official order must be placed by the Headteacher. Light bulbs/tubes will not be replaced unless more than 15 percent of the total require replacement at any one time

4.2.5 Repair Maintenance and Replacement of Furniture/Furnishings Floor Coverings/Equipment/Sports Equipment used by both Partners

All items which are owned jointly between the partners and which are listed on the inventory (see fifth schedule) shall be maintained jointly and the cost of replacement shall be apportioned as energy water and sewerage and both parties hereto undertake to reclaim the cost of repair or replacement should the items be damaged by a third party

Breakages and damage occurring during the hours of use by either Party are to be the responsibility of that Party. Where this cannot be established the costs will be shared in the same proportion as the energy costs. The Governors will not contribute towards the maintenance of any item owned by the Parish Council which is not used by the school during School Hours. Any specialised items which are for the exclusive use of

the Parish Council shall be funded entirely by the Parish Council

The Parish Council will not contribute towards the maintenance of any item owned by the Governors which is not used by the community

4.3 MISCELLANEOUS

4.3.1 Safety Checks for Fire Extinguishers

The Governors shall be responsible for arranging safety checks of all fire appliances and equipment and the costs thereof shall be apportioned between the Governors and the Parish Council in accordance with the formula contained in Clause 4.2.2 hereof

4.3.2 Cutlery and Crockery

Where the provision of use of these items is shared with the school the cost of this provision and any replacement which may be necessary shall be shared if required by the Headteacher

4.3.3 Security Alarms/Systems and Circuit Breakers

Where these facilities are provided maintenance and repairs will be carried out by the Governors. The re-charge will be included in the formula for maintenance and repair charges. The cost of call outs caused by mistakes made by users during the Designated Hours will be met solely by the Parish Council. Any additional requirements not normally provided in schools (eg exit lights) must be paid for by the Parish Council

The installation of circuit breakers shall be the responsibility of the Governors and the costs of

maintenance will be recovered in the formula for maintenance and repair

4.3.4 Emergency and other Telephones

If the Parish Council requires access to a separate telephone for emergency or other use during the designated Hours in the Joint Accommodation the cost of provision repairs calls and rental must be borne solely by the Parish Council

4.4.1 Grounds (other than playing fields)

The Governors will be responsible for the upkeep and maintenance of lawns and garden areas around the school and will meet the cost of the work. The Parish Council will take responsibility for keeping these areas free from litter and rubbish left during each letting during the used Hours and will consign this litter and rubbish to a place appointed by the Headteacher

4.4.2 Shared use of playing fields

The Governors as regards the School playing field and the Parish Council as regards the Village playing field will at their own cost:

- (i) prepare and lay down the same as a playing field
- (ii) properly maintain the same as a playing field
- (iii) properly maintain the hedges on the external boundaries of the same
- (iv) provide and replace as necessary any equipment used on the same
- (v) mark out and keep marked out any playing pitch on the same

- 4.4.3 The Governors contractors will if requested so to do by the Parish Council maintain the grass and mark out any pitches on the Village playing field. The Parish Council shall pay to the Governors in each year for such maintenance and marking out a sum (which will be reviewed and quoted annually in advance of the cutting season) to reflect the cost of the work
- 4.4.4 The Joint Playing Fields shall be available for school use during School Hours and by arrangement with the Joint Management Committee during the designated hours if required for school fixtures or events. The Head will provide not less than six weeks notice of any additional requirements which may constitute a free letting as permitted in the Third Schedule Clause 3.0.3
- 4.4.5 During School Hours the School shall be entitled to use the School Playing Fields (including the School pitches) and also the Village Playing Field (except any cricket square bowling green tennis court or building) which may hereafter be provided by the Parish Council unless notified to the contrary by the Joint Management Committee
- 4.4.6 During the Designated Hours the Joint Management Committee and any persons authorised by them shall be entitled to use the School playing field (including the school pitches) unless notified to the contrary by the Governors or Headteacher of the School and also the Village playing field. In so doing the Party
- (a) shall not cause excessive wear to either playing

field

(b) shall remove therefrom after use any equipment or markings likely to interfere with the use thereof by others

4.4.7 Any damage howsoever caused to either playing field or equipment thereon shall as soon as possible be made good by the Party responsible

4.4.8 School Playing Field Status

No person or body apart from the Governors shall have the right to manage or control the School Playing Fields during school hours and neither the Agreement nor this Deed confers any facility or right upon any person to use the School Playing Fields during school hours except by permission of the Governors and nothing herein or in the Agreement contained shall be read or construed otherwise

4.5 RATES

The Parish Council shall be responsible for paying their own proportion of the Business Rates

4.6 CARETAKING AND CLEANING SERVICE

4.6.1 Caretaking Services

The Parish Council will be responsible for ensuring that caretaking services are provided in respect of their use of the Joint Accommodation. These services will be provided to an agreed standard as specified by the Headteacher or the Joint Management Committee for the area of Joint accommodation. The Joint Management Committee will be responsible for ensuring that the

Joint Accommodation is locked and made secure at the end of the Designated Hours following use by the community

4.6.2 Cleaning Services

The Parish Council will appoint a Caretaker/cleaner whose contract of employment requires inter alia caretaking and cleaning duties to be carried out in respect of the Joint Accommodation. These services will be provided to an agreed standard as specified by the Headteacher for the area of the Joint Accommodation. Cleaning of the Joint Accommodation must be carried out at a time which is acceptable to the Headteacher of the school during School hours or during the Designated Hours. Where the Headteacher considers that the cleaning provided does not meet the required standard the Headteacher may if time permits require the Joint Management Committee Caretaker/cleaner to carry out additional cleaning at no cost to the County Council. The cost of this additional cleaning will be met by the Parish Council

The Joint Management Committee is responsible for clearing up any rubbish after lettings particularly as this could be dangerous to children and will meet the cost of any additional charges incurred for the collection of refuse resulting from lettings

4.6.3 Cleaning Equipment

The Parish Council will provide its own cleaning equipment which must comply with the technical specification for cleaning equipment laid down by the

Governors. Any equipment provided by the Parish Council or its contractors must be maintained by them so that it performs efficiently and to acceptable safety standards. The cost of any damage howsoever caused arising from the use of inappropriate/defective equipment provided by the Parish Council will be met by them

If the Parish Council opts to utilise the Governors' equipment then suitable training in the use of this equipment will be provided by Governors/School staff. All costs incurred for this training will be a charge on the Parish Council

4.6.4 Cleaning Materials

The Parish Council will provide all its own cleaning materials and cleaning agents which will be required to enable the Joint Accommodation to be cleaned to an acceptable standard. All such materials and agents should be compatible with those used by School staff or contractors employed by the Governors. The Parish Council will be held responsible for the cost of making good any damage arising from the use of incorrect cleaning materials and agents by their staff. If at any time cleaning materials/agents are supplied by the Governors to the Parish Council the cost of this stock will be reimbursed by the Parish Council. The school caretaker/cleaner will monitor the quantity of stock issued to ensure that it is correct

4.6.5 Sundries

The Parish Council will provide its own sundries (which

will include light cleaning equipment and hardware light fittings - bulbs and tubes first aid equipment protective clothing and toilet requisites including paper towels)

If at any time sundry items are supplied by the Governors to the Parish Council the cost will be met by the Parish Council. The school caretaker/cleaner will monitor the quantity of stock issued to ensure that it is correct

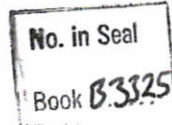
4.7 OTHER ITEMS

Any other materials or items which are used jointly by the Partners will be costed on a shared basis using the formula for the apportionment of energy water and sewerage costs

4.8 FREQUENCY OF PAYMENT

Payment shall be at the end of each financial year

THE COMMON SEAL of)
LINCOLNSHIRE COUNTY COUNCIL)
was hereunto affixed in the)
presence of:-)



P. J. Burns
Authorised Officer

SIGNED as a Deed by)
MAURICE FRENCH)
for and on behalf of MORTON)
PARISH COUNCIL in the)
presence of:- S METCALFE)
11. MORTON CLOSE MORTON)
MECHANICAL FITTER.

M. French

S Metcalfe

SIGNED as a Deed by)
HARRY WARING)
for and on behalf of MORTON)
PARISH COUNCIL in the)
presence of:-)

H. Waring

W.A. Dolans
10, Highfield Close
Gainsborough
Lincs. DN21 1RD. RETIRED.

SIGNED as a Deed by)
CLIFFORD BRUCE MIDDLETON)
for and on behalf of THE)
GOVERNING BODY OF MORTON)
TRENTSIDE COUNTY PRIMARY)
SCHOOL in the presence of:-)

+ c/n
Cliff Middleton

Witness name _____
Address _____

R. R. Smith
100. SANDSFIELD LAKE
GAINSBOROUGH
TECHNICIAN

SIGNED as a Deed by)
ANTHONY FRANK BALDOCK)
for and on behalf of THE)
GOVERNING BODY OF MORTON)
TRENTSIDE COUNTY PRIMARY)
SCHOOL in the presence of:-)

A.F. Baldock

Witness name _____
10782.ng2 Address _____

32 R.R. Smith
100 SANDSFIELD LAKE
GAINSBOROUGH
TECHNICIAN

P. G. Burns

Authorised Officer

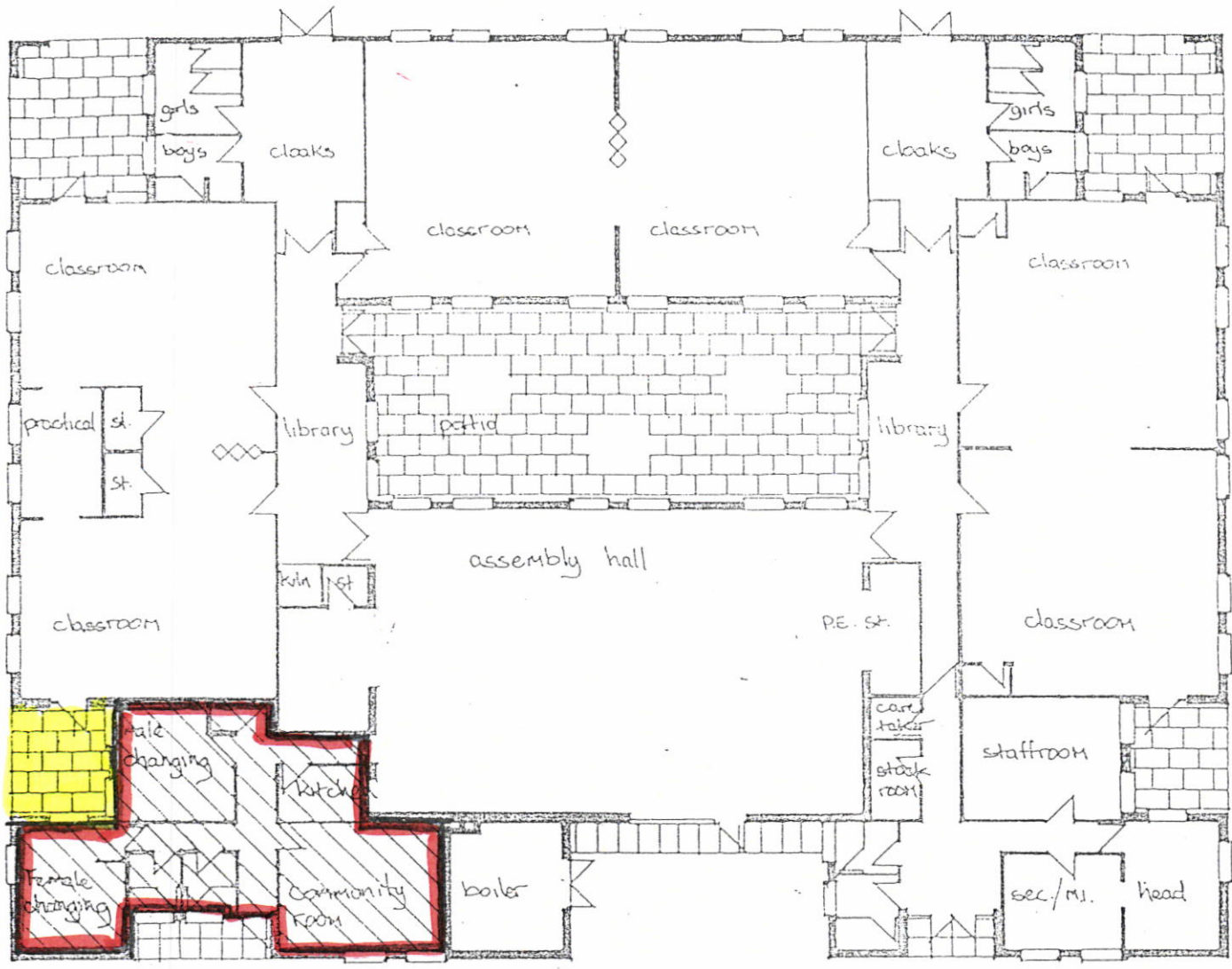
No. in Seal
Book B3326

PLAN A



junior entrance

infants entrance





community shower entrance

main entrance

PLAN

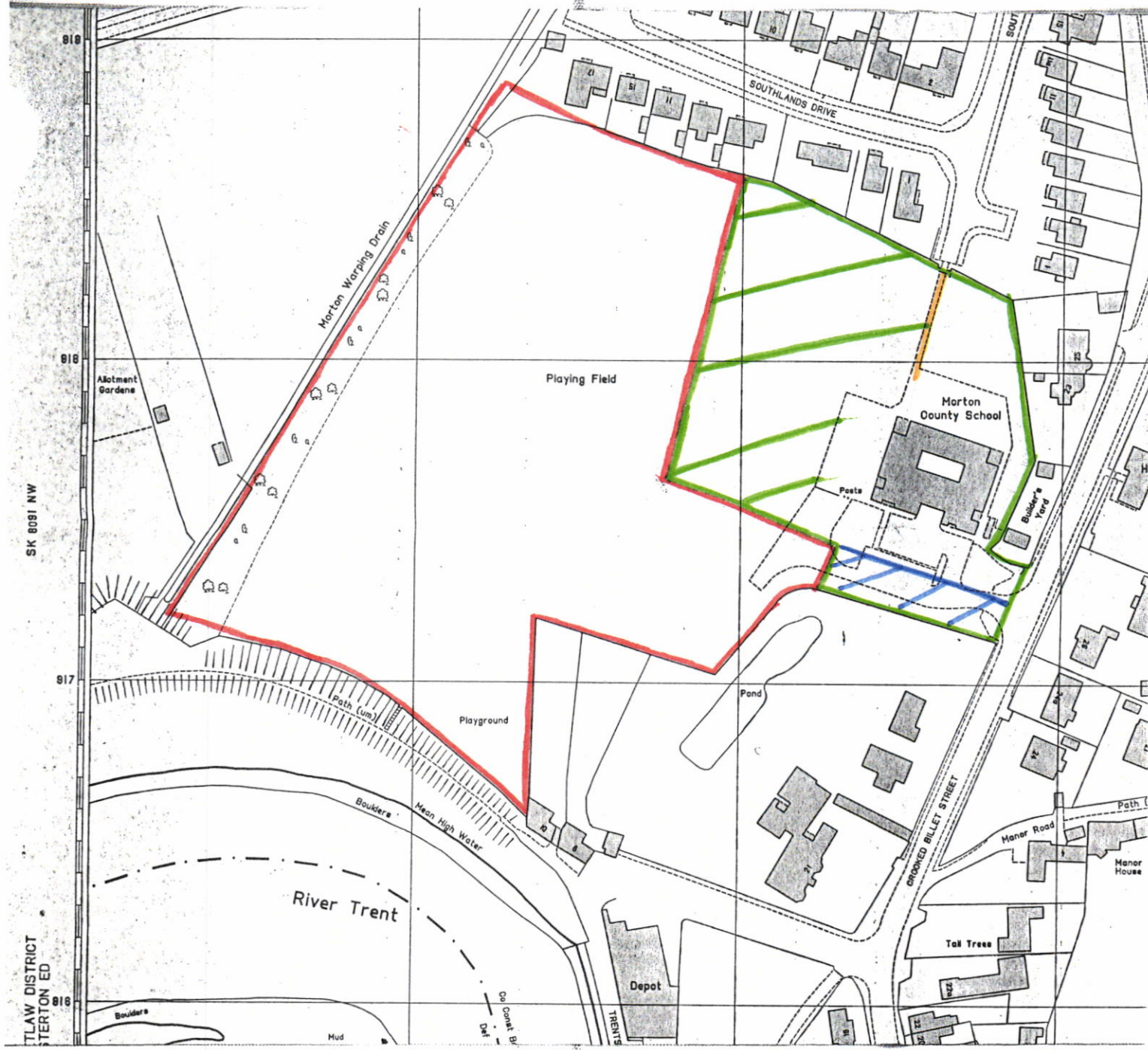
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-  School use only
-  Shared use

MORTON (Gainsborough)
COUNTY PRIMARY
C.T.S. PAVILION

Drawing by W004/C.T.S./2

MP



THE COMMON SEAL of LINCOLNSHIRE

COUNTY COUNCIL was hereunto
affixed in the presence of:-

P. J. Burns
Authorised Officer

No. in Seal
Book 23327

SECTION 14

Schedule of Responsibility for Property and Services Relating to Premises between the County Council and Governing Bodies of County and Voluntary Controlled Schools.

County Council Responsibility

Governors' Responsibility

(A) STRUCTURE

Foundations, dead walling, oversite concrete sleeper walls, and dpc's piles under pinning, ground beams, etc.

Structural frames, steel, timber or concrete including all components and fixings.

Floor structures, ground floor slabs, including ducts and screeds together with floor finishes laid in situ and floor tiles laid on wet sand/cement floating beds.

Roof structures, flat and sloping including fixed insulation and weatherproof coverings, including fire barriers in roof voids.

Skylights, roof lights and verandahs.

Rainwater goods.

Staircases and landing structures including screeds, finishes to above, handrails and balustrades.

External walls and surfaces, chimney stacks and flues, including insulation, steel chimneys.

Internal walls, load bearing partitions and screens.

Windows, frame casings.

Repairs and renewals of other floor finishes of wood block or strip, adhered sheet or tiles of vinyl or carpet materials, covings, nosings, cover and expansion strips including associated minor screed repairs.

Ceiling finishes repairs and renewals. Minor emergency roof repairs, eg roof leaks, missing slates and tiles.

Glazing and repairs and renewals of ironmongery.

Cleaning out gutters and downpipes, roof valley gutters, flat roof outlets. Emergency repairs, eg refixing pipework.

Repairs and renewals of other finishes and coverings as floor above.

Repairs and renewals of exposed internal finishes, plaster, etc. Solid fuel enclosed fires and fireplaces including grates, cheeks and hearth.

Repairs and renewals of non-structural partitions, toilet and shower cubicles. Glazing, frames, casings, architraves, picture rails, skirtings, plaster and surface finishes.

Glazing, repairs and renewals of ironmongery, and sash cords, easing and adjusting, additional draught stripping. Emergency work to frames, eg making secure after break-ins, vandalism, etc.

External doors and ironmongery renewals and repairs (except glazing).

Glazing of all doors, easing and adjusting, key cutting.

Emergency work, eg making secure after break-ins, vandalism, etc. that is otherwise the County Council's responsibility.

Ceiling structure, including suspension systems and insulation.

Repairs and renewals of internal doors, ironmongery including door closers and signs.

Repair and renewals of ceiling tiles, finishes including plaster repairs (excluding asbestos tiles - see Section G).

Timber preservation (ie woodworm, dry and wet rot).

Pest control, ie insecticidal spraying, wasp and rodent control.

All glazing throughout where not indicated before.

(B) DECORATION

All external decoration.

All internal decoration including cleaning, preparation of surfaces and repairs prior to painting.

(C) WATER AND DRAINAGE SERVICES

Internal water supply services, including pumps, pipe replacements, tanks, cylinders, cisterns and insulation.

Repair of leaks and burst pipes. Local replacement of taps and ball valves (but excluding leaks in ducts at underground or renewal of any pipework).

Major replacement or refurbishment of sanitary fixtures at end of design life.

Repair adjustment and re-washing of taps and other fittings. Cleansing, repair and individual replacement of sinks, drainers, baths, wash basins and traps, WC and suites, drinking fountains, stands and supports, following accidental breakage or vandalism. Bath panels and re-enamelling inside baths.

Fixed fire hose reels.

Waste and soil drainage systems including channels, major repairs or refurbishment.

Cleaning, repair and local replacement of traps, waste pipes, soil and termination pipes, wire balloon guards, sleeves and flashings, gratings, manhole covers and access covers.

(D) FIXED FURNITURE, FITTINGS AND EQUIPMENT

Repair and renewal of internal joinery fixtures: including kitchen units, cupboards, shelves, picture rails, cloakroom rails and stands, coat hooks, notice or display

Fixings to structure.

Fixing points to structure of fixed sports or gymnasium equipment.

Repairs and replacement of school meals equipment.

External corporate signs and notice boards.

boards, fixed benches and other internal seating with its coverings.

Cleaning, repair, replacement and fixing, blinds, curtains, tracks, etc.

Renewal, repair and fire-proofing of stage curtains, including curtain tracks and stage trackways.

Repairs to fixed sports and gymnasium equipment and floor markings.

External non-corporate signposting and all internal signs and notice boards.

Home Economics Equipment:

Replacement and major repair of fixed cooking equipment.

Maintenance, cleansing and minor repairs to cookers and ovens.

The provision, repair and replacement of all electrical appliances, eg kettles, mixers, food processors, etc.

Bench and sink units at the end of normal life spans.

Bench and sink unit repair and renewal following accidental or vandal damage.

Science Laboratory Equipment:

Replacement and major repair of fixed science benching together with all associated services, eg water, electricity and gas supplies.

Maintenance, cleansing and minor repairs to fixed science benching.

The provision, maintenance and repair of all specialist science equipment, eg microscopes, centrifuges, scales, etc.

Workshop
(Woodwork/Metalwork/Pottery) Equipment
Permanent wiring to isolators.

Replacement and major repair of all fixed benching. Repairs to specialist equipment,

(E) ELECTRICAL SERVICES

Cyclical Testing, servicing, repair and replacement of general electrical installations, switchgear, cables and conduits and including switches, sockets and other outlets, including cooker outlets where rewiring is taking place.

Fire alarms and Class Change Systems - Alarm, emergency, time and call bell systems, cabinets, batteries, controls wiring, relays, automatic detectors, break glass pushes, sounders, electro-magnetic door holders, master clock systems, programmers, pushes, reset units, indicator boards, handsets, intruder alarms.

Servicing and adjustment of intruder alarms.

Door access systems complete.

Extractor fans, wall and roof mounted all wiring and controls.

Fan convectors and other fixed space and water heating equipment, fixed ventilation units, thermostats, external controls, isolators and time switches.

Off peak heating units, on peak heating units, under floor heating cables, including all elements, wiring controls, isolators and thermostats.

Electric incinerators and macerators complete.

Specialist external equipment, earthing, lightning conductors (except where provided at school cost).

Lifts, hoists, barriers, electric door motors

eg drilling machines, lathes, brazing hearths, kilns, etc.

(All work to be carried out by NICEIC or ECA approved Contractors).

Replacing lamps, tubes, cleaning luminaries.

Renewal (like for like) of lighting switches, socket outlets, spur fuses, immersion heaters.

Flexible cables to portable appliances (electric kettles, etc, including plug tops).

Renewal of luminaries (like for like).

Repair and renewal and maintenance of items purchased at school cost.

Reset of intruder alarms including break glasses, time controls, time clocks, fire detection or similar systems.

Routine servicing of video recorders, computers, televisions, audio and projection equipment (if purchased by County Council).

CCTV installations, cameras, monitors, computers, video recorders and projection equipment.

Cleaning surfaces of canopies, fan and fan apertures including cleaning and renewal of filters.

Re-setting time switches/ devices

General cleaning of fan convectors including renewal of filters

General cleaning.

Aerial array and co-axial cabling, television aerials, cabling and outlets. All systems provided at school cost.

Glazing, cleaning doors, tracks and car

and controls, window cleaning cradles, beams cradles and winches.

Standby generators.

Air raid warning sirens.

Temporary accommodation - power supply and wiring as for main buildings.

STAGE LIGHTING

Permanent wiring to isolators.

All external and perimeter lighting: Provision, replacement, servicing and repair.

Cyclical testing and servicing of all items above which are the responsibility of the County Council.

(F) MECHANICAL SERVICES

Servicing, repair and replacement of mechanical installations and plant including:

Boilers, including automatic controls and electrics.

Ancillary boiler equipment, pumps and tanks.

Heating and domestic hot water distribution systems, including replacement of radiators and mechanical convectors. Dosing hot water systems for prevention of Legionnaires Disease and the flushing out of heating systems.

all pipe cylinder and boiler insulation.

Gas distribution systems.

Fixed air-conditioning and ventilation equipment.

interiors of lifts.

Lamps, switches, sockets - repairs as before for main buildings.

Telephone installations complete.

Renewal, Replacement and Servicing of all stage lighting equipment including lighting booms, winches, dimmers, control panels and all associated equipment including plugs, fuses and bulbs.

Resetting of time switches, replacement of lamps and fuses.

Setting of heating controls including time switches/devices

Minor repairs including venting radiators, and adjustments to heat emitters, taps, valves and cleaning of mechanical convector heater filters. Refitting loose brackets, overflows from tanks feeding heating, domestic hot water and tank water systems including repair or replacement of ball valves.

Gas leaks - all gas leaks reported to British Gas.

Provision of temporary heaters and fuel for temporary heaters.

Direct oil and gas fired heater units.

Sewage pumps and chambers.

Swimming pools - including filtration plant, pumps, pipes and boilers.(only where an accepted County Council responsibility)

Fume cupboards, including extractor fans and ductwork.

Chemical dosing and cleaning. Minor maintenance.

Cleaning.

(G) MISCELLANEOUS

Asbestos testing, removal, encapsulation and treatment.

Repairs and replacement to vandalism and malicious damage of elements which the County Council maintains.

Repairs and replacement to vandalism and malicious damage of elements which the school maintains.

Day to day and general cleaning of the premises.

Cleaning, servicing and re-filling portable fire fighting appliances, extinguishers, fire blankets and hand operated bells.

(H) EXTERNAL WORKS

Demolition of buildings and clearance of sites; sealing of drains and services.

Hard paved areas; roads, playgrounds, car parks, paths and steps, courts - renewal or re-topping at and of reasonable life span.

Retaining walls.

All repairs and renewals of perimeter and boundary walls, fencing, gates and fittings.

Flag poles and other external joinery fixtures and structures.

Mains drainage including traps, gullies and manholes - repair or renewal.

Localised repairs to potholes and paving slabs including sweeping-off gravel. Lines and markings.

Repair and provision or replacements of court and ball stop fences.

Cleaning drainage systems grease traps, etc and clearing blockages. Replacing gully tops, gratings and manhole covers.

Maintenance and cleaning of land drainage systems including manholes, silt pits, clearing blockages, replacing manhole covers and storm flaps.

Refuse containers, bins, clothes lines and post.

Gas, electric and water mains.

Heating mains.

Temporary buildings and ancillary buildings constructed at County Council cost - external and structural maintenance as before.

Fixings for hard court posts and nets.

Re-forming ditches and dykes.
Felling and heavy pruning of trees
new land-drainage systems.

Pest control.

Emergency call-out.

Internal maintenance, glazing and internal redecoration as before.

Ancillary buildings erected at school cost and all greenhouses - all maintenance.

Upkeep and maintenance of grounds, playing fields, amenities, land, landscaped areas and boundary hedges mature trees; pitch and court markings, nets, posts.

Maintenance and repair of playground equipment.

Sand pits - Maintenance and Replacement.

THE FIFTH SCHEDULE

EQUIPMENT USED BY BOTH PARTNERS:

COMMUNITY ROOM - CURTAINS
- STORAGE CUPBOARD

LOUD HAILER (Purchased jointly by the Parish Council, the School
and the Village Hall Committee).