

REPORT TO:	ETWALL LEISURE CENTRE JOINT MANAGEMENT COMMITTEE	AGENDA ITEM: 6
DATE OF MEETING:	9th JANUARY 2019	CATEGORY: RECOMMENDED
REPORT FROM:	STRATEGIC DIRECTOR (SERVICE DELIVERY)	OPEN
MEMBERS' CONTACT POINT:	MALCOLM ROSEBURGH 01283 595774 malcolm.roseburgh@south-derbys.gov.uk	DOC: S/Leisure/LC A Nation/ Etwall /JMC/18-19/ ELC JMC Swimming pool report
SUBJECT:	CHANGES TO USE OF SWIMMING POOL	
WARD(S) AFFECTED:	ETWALL, HATTON, HILTON, NORTH WEST, REPTON & WILLINGTON	TERMS OF REFERENCE: HCS

1.0 Recommendations

- 1.1 That the Committee approves changes to the programming and allocation of use of Etwall Leisure Centre (ELC) including "downtime" of the swimming pool.
- 1.2 That these changes are reflected in a Letter of Agreement between the Council and The Spencer Academies Trust
- 1.3 That a copy of the Letter of Agreement shall be provided to the Chief Executive of the Council and the Chief Executive of The Spencer Academies Trust (The Trust), so that they may exercise their rights to be heard and to exercise veto over proposals under the limited terms set down in the Agreement.
- 1.4 That, subject to the above being approved, a contract variation is issued outlining the changes expressed in the Letter of Agreement.

2.0 Purpose of the Report

- 2.1 To update the Joint Management Committee (JMC) on proposed changes to the allocation of use to the ELC swimming pool and other facilities as set out in a Letter of Agreement and to seek approval to a contract variation to reflect and formalise the changes.

3.0 Detail

- 3.1 The Council's Leisure Centre Contract allows for the contractor, Active Nation, and the Spencer Academies Trust to maximise the quality of provision and access to the leisure facilities for both pupils and members of the community alike.
- 3.2 To this end there is allowance within the Leisure Centre Contract for both parties to identify and utilise for community use, any 'downtime' in the programmed School use of ELC. The mechanism for doing this is regular operational meetings between representatives of The Trust and officers of the Council that the Contractor is required to attend and take a key role in.

- 3.3 Clause 18 of the ELC Joint Management Agreement also states that temporary variations “may be agreed on an ad hoc basis at an operational level by representatives from the Academy, the District Council and the Contractor.”
- 3.4 Discussions at operational and contract meetings have therefore been ongoing for some time about “downtime” in the swimming pool and reviewing other leisure centre arrangements. As a consequence an agreement has been reached about a change in historic arrangements.
- 3.5 The historic agreement relating to the use of the swimming pool, sports hall and health and fitness suite is as documented in Appendix 1.
- 3.6 The key elements of the new arrangements as outlined in the draft Letter of Agreement are as follows:
- Responsibility for the primary school swimming programme to be transferred from John Port Spencer Academy to Active Nation, and all income derived from the primary school swimming programme to be received by Active Nation
 - Active Nation to have full use of the swimming pool on Mondays, Tuesdays and Wednesdays
 - John Port Spencer Academy to have full use of the swimming pool on Thursdays and Fridays between the hours of 9.15am and 2.25pm
 - John Port Spencer Academy to have exclusive access to gym facilities for 13 hours per week, during the disclosed term-times of John Port Spencer Academy;
 - Active Nation to provide sufficient gym staff and swimming instructors in accordance with the agreed use of the gym and swimming pool facilities during periods of exclusive use of John Port Spencer Academy; and
 - The parties to reserve the right to request exceptional exclusive use of the facilities for the purposes of arranging swimming galas and other all-day events, provided that notice is given not less than one calendar month before the event date
- 3.7 The full draft Letter of Agreement is attached as Appendix 2
- 3.8 The Letter of Agreement includes a statement that “a copy of the Letter of Agreement shall be provided to the Chief Executive of the District Council and the Chief Executive of The Spencer Academies Trust, so that they may exercise their rights to be heard and to exercise veto over proposals under the limited terms set down in the Agreement.” Subject to approvals this procedure needs to be implemented.
- 3.9 Upon final approval of a Letter of Agreement a contract variation should be issued to outline and formalise the changed arrangements expressed in the Letter of Agreement

4.0 Financial Implications

- 4.1 There are no direct financial implications. The change in use of responsibility for the primary school swimming programme is outside the financial arrangement between the School and the Council and so has no implication for the approved Leisure Centre budget.

5.0 Community Impact

- 5.1 The proposed changes maximise use of the leisure facilities according to the interests and requirements of the School, the Council and the contractor. In so doing

they increase community usage and aid realisation of the participation key performance indicator within the contract.