



# **Archbishop Temple School**

A Church of England Specialist College

**PRESTON'S COLLEGE SPORTS CENTRE  
AND  
ARCHBISHOP TEMPLE SCHOOL  
DUAL-USE AGREEMENT**

**Date Agreed : February 2020**

**To Be Reviewed : February 2021**

**Name of Policy:** Preston's College Sports Centre and  
Archbishop Temple School Dual-Use Agreement

**Sub-Committee Responsible:** Finance & Fabric Committee

**Lead Responsibility in School:** School Business Manager

**Source of Policy: (Please tick)**

- LA:**
- Diocesan:**
- School: X**
- Other – Please specify:**

This policy supports our work as a Church school as summarised in our Vision Statement:

**Purpose**

Archbishop Temple School seeks to care for young people and prepare them well for adulthood, valuing the whole person.

**Mission**

Through our faith in God, Father, Son and Holy Spirit, we strive to nurture each person's ability, gifts and talents so that they can 'have life and have it to the full' (John 10:10) and use it in the service of God and other people.

The purpose of this agreement is to clarify the following:

- (a) Which school facilities are to be operated by Preston's College and the hours of business.
- (b) The responsibility for the welfare of all persons on site.
- (c) General health and safety information.
- (d) Financial regulations.
- (e) The maintenance of equipment and buildings.

In this case Archbishop Temple School will be referred to as the landlords or the licensor with Preston's College referred to as the tenants or the licensee.

Preston's College agree to indemnify Archbishop Temple School Governors against all actions, costs, claims and/or loss which may occur during the use of the stated areas and equipment; provided that the same is not due to any negligence, omission or default of the Governors.

The contract will be reviewed each term, although regular progress meetings will take place between the School Business Manager and the Sports Centre Duty Manager. At any time the School Business Manager can request a report from the Sports Centre Duty Manager regarding financial viability, usage and any other relevant information.

Either party can terminate the agreement subject to 90 days written notice.

**(a) School facilities and hours of business**

Preston's College Sports Centre will assume responsibility for the operation of the agreed sports facilities. These facilities are the sports hall, drama room, male and female changing areas and the designated reception area.

Initially, the hours of business will be 6pm – 10pm Monday – Friday although additional facilities and increased usage can be negotiated depending on the growth of bookings to cope with demand. It is the intention of both parties that additional facilities will be utilised under this agreement.

To ensure smooth operation for customers, staff will arrive on site at 5.30pm to set up the evening activities and ensure that there are no health and safety or cleanliness issues which may need to be addressed.

Preston's College understands that at certain times during the year the facilities will not be available due to planned school events. For these events the School Business Manager will offer as much notice as possible to allow bookings to be rearranged.

**(b) Responsibility for the welfare of all persons on site**

The licensor will ensure that the buildings are in a good state and are fit for sporting/leisure activities. Preston's College Health and Safety Manager Dave Foy has inspected the sports areas and has no concerns to report at this time.

Archbishop Temple School will be responsible for the maintenance and upkeep of fire alarms and all fire related equipment.

Public liability insurance is to be provided by Lancashire County Council on behalf of Archbishop Temple School and therefore will be responsible for the welfare of customers on their premises. Archbishop Temple School will obtain Hirer's Liability Insurance to cover themselves against injury or loss arising from a public booking.

Preston's College staff will be covered for any injury or incident under the College's employer liability insurance.

Preston's College will ask to see proof of any hirer's public liability insurance when the session is controlled by an instructor. The required insurance cover is a minimum of £2,000,000. A relevant booking form must be completed prior to confirming a block or advanced booking.

In the event of a fire alarm activation, the Sports Centre staff will treat the alarm as real and evacuate all persons inside the building to the adjacent car park. Once all staff and customers are assembled at the congregation point the Shift Supervisor will dial 999 for the fire service.

Preston's College will ensure a qualified first aider is on site during all business hours and as such can administer any emergency treatment required.

For site emergencies the site supervisor can be contacted.

**(c) General Health and Safety information**

Preston's College Sports Centre will provide a minimum of two staff to operate each shift effectively. One staff member will act as the shift supervisor and assume subsequent responsibilities; the other will carry out attendant duties. Additional staff may be required during peak times and to cover specific events, this will be arranged by The Sports Centre Manager.

The Sports Centre Manager will carry out all relevant risk assessments to ensure health and safety is monitored and risks are, if possible, eliminated or controlled to an acceptable level.

All staff will be trained on how to use equipment prior to working any shifts to ensure activities are set up correctly and safely.

The Sports Centre Supervisor will assume key holder responsibility during their shift and open and lock up the specified areas at the start and end of the shift. The shift supervisor will set the alarm on leaving the building at the end of each shift.

During opening up an inspection should be carried out to ensure there are no issues which need to be addressed prior to our customer's arrival. Minor cleanliness issues can be actioned immediately with any dual-use or school issues being reported to the School Business Manager at the earliest opportunity, this will usually be the following day.

All accidents/incidents to be recorded by Preston's College and appropriate documentation to be passed to the School as soon as practicably possible.

**(d) Financial Regulations**

As agreed, Preston's College and Archbishop Temple School will receive an equal share of all income. Income will be collected by Archbishop Temple and a monthly payment will be made to Preston's College. The Sports Centre Manager will raise an invoice for an agreed amount taking into account monthly income and expenditure authorised by both parties. Both the Sports Centre Manager and the School Business Manager will have access to booking and till reports which can be accessed at any time to monitor income alongside bookings taken.

Income will be taken and banked in accordance with Archbishop Temple School's financial regulations with any discrepancies reported to the Sports Centre Manager and the School Business Manager for investigation.

Both the takings and a £30 float will be kept in a locked till drawer during the shift and in a safe outside of business hours.

**(e) The maintenance of equipment and buildings**

Building maintenance and repair will take place in accordance with Archbishop Temple School's Planned Preventative Maintenance Schedule. Any faulty equipment or maintenance defects should be logged on a defect report form for the attention of the Centre Manager and a copy will also be passed to the School Business Manager for a discussion to take place regarding replacement or repair.

Archbishop Temple School agree to clean the facilities at the end of the school day and Preston's College staff will clean and tidy any litter etc during the evening so the facilities used will be ready for school use the following day.