

Goostrey Parish Council

VILLAGE HALL MANAGEMENT COMMITTEE DOCUMENT PACK

For the meeting on TUESDAY 10th January 2023 at 6PM in the VILLAGE HALL, LOUNGE

AGENDA

- 1. DECLARATIONS OF INTEREST
- 2. APOLOGIES FOR ABSENCE
- 3. MINUTES To approve the minutes of the meeting on 18th October 2022. View draft minutes.
- 4. ACTIONS FROM THE LAST MEETING
 - i. Joint Use Agreement and Village Hall Recharge Update both EB and JS-L have been attempting to identify the correct people to speak to at CEC about these issues. **Update:** EB has contacted Jayne Traverse and Alex Thompson at CEC regarding the lack of invoicing.
 - ii. Hall Floor Refurbishment –Needs further investigated as it appears some of the ventilation may have been blocked when the ramp was installed. Investigation by a specialist may be required as the floorboards were cupped before the floor was sanded and this means that the wood on the edges of the boards is reduced in thickness. Action: Clerk to speak with properties department regarding moisture retention under the floor which may have been caused by the installation of the ramp. Clerk to progress with CEC Properties and possibly Cllr. Kolker.
 - **iii.** Unauthorised parking in the car park. Polite notices placed on window screens had met with resistance. **Update:** Letters have been delivered to residents.
 - iv. JS-L requested that the Clerk advise her of the number of school kitchen hires for the year to date so that this can be reclaimed by the school. Clerk to action. **Complete.**
 - v. CD advised that he had become aware of a hole in the hall floor next to the stage, JS-L to action. Complete.
- **5. VILLAGE HALL MAINTENANCE/REPAIRS** To report any planned maintenance or repairs and highlight any future requirements.
- **6. ELECTRIC VEHICLE CHARGING POINTS** To consider the provision of EV charging points in the car park.
- 7. JOINT USE AGREEMENT See Page 3
 - a) To agree a new safe location for the original copy of the Joint Use Agreement following the end of Natwest's Safe Custody Service.
 - b) To clarify Clause 1.10 Times of Use by various parties. Subject to four weeks notice by the Headteacher to the Parish Council, the School may have the use of the Joint Use Facility on 12 occasions per annum outside normal school hours.
 - c) To clarify Clause 2.6 Adjustment of times. The use of the facilities during the times detailed in Clauses 1 and 2 of the second schedule may be adjusted by the appointed representative and the Headteacher in consultation whenever events so require or permit.
- 8. CARETAKING & CLEANING Report from VH Supervisor(s) on Bookings and Caretaking arrangements.
 - Consider cleaning of the lounge carpet and chairs.
 - Clarification sought on the priority given to regular as opposed to regular events.

- Re-consider publicising Village Hall charges on the website.
- 9. WARM WELCOME IN GOOSTREY To provide an update on this initiative.
- 10. VILLAGE HALL MARKETING PLAN UPDATE To provide an update on actions since the last meeting.
- 11. BUDGET REVIEW AND MONITORING See Detailed Budget Summary and Reserve Report Page 17
- **12. VILLAGE HALL RESILIENCE** To discuss any planned annual leave and level of cover required.
- 13. CORRESPONDENCE To review any correspondence received since the last meeting.
- 14. MINOR ITEMS AND ITEMS FOR THE NEXT MEETING
- **15. DATE OF NEXT MEETING** Tuesday 7th March 2023

DATED 19 JONE

1985/246

CHESHIRE COUNTY COUNCIL

and

CONGLETON BOROUGH COUNCIL

and

GOOSTREY PARISH COUNCIL

and

GOOSTREY VILLAGE HALL and PLAYING FIELDS FOUNDATION COMMITTEE

AGREEMENT

relating to the Joint Use of the Goostrey County Primary School in the County of Cheshire

J T Kellett County Hall Chester

21.4/RH/SMD/PSR004

THIS AGREEMENT is made the Nineteenth

day of

One thousand nine hundred and eighty-four BETWEEN CHESHIRE COUNTY COUNCIL (hereinafter called "the County Council") of the first part CONGLETON BOROUGH COUNCIL (hereinafter called "the Borough Council") of the second part GOOSTREY PARISH COUNCIL (hereinfater called "the Parish Council") of the third part and the GOOSTREY VILLAGE HALL AND PLAYING FIELD FOUNDATION (or its in title) (hereinafter called "the Village Hall Committee") of the fourth part

WHEREAS

1

June

- (1) The County Council are the local education authority and have provided a school called the Goostrey County Primary School in the Borough Council's area and in connection therewith have provided certain indoor and outdoor sports and recreation facilities
- (2) The Borough Council the Goostrey Parish Council and the Village Hall Committee have requested the County Council to provide a village hall and other facilities for the recreational use of the local community contiguous with the School so that the buildings land and facilities (known hereinafter as the "Joint Use Project") may be used not only by the School but by the local community which the County Council have agreed to do in consideration of the cost of the responsibility being shared between the parties hereto as hereinafter provided

NOW IT IS HEREBY AGREED as follows:-

IN this Agreement unless the context otherwise requires "the School" means the Goostrey County Primary School "the site" means the site of the School delineated and edged red on the plan hereto annexed plus any additional land purchased by any of the parties for the purposes of this Agreement

"joint use project" includes the buildings and outdoor facilities on the site and the pedestrian and vehicular approaches to the site and the following facilities hall/stage bar/refreshment servery lounge committee/ changing rooms school kitchen storage circulation pupil and staff toilets teaching areas playingfield hard play area car park "running costs" includes fuel oil caretaking and cleaning electricity gas water cleaning materials renewal and repair of equipment furniture and fittings rates clothing and uniforms laundry printing and stationery telephone and advertising and insurance

"maintenance costs" includes repair and maintenance of buildings and fixed plant maintenance of grounds

"school terms" does not include periods for which the school is closed for half term holiday or any Saturday or Sunday falling within any such period "appointed representative" means the person or persons appointed by the Parish Council to deal with the day to day administration of the joint use project

2

THE County Council will provide free of charge the site together with all buildings and services erected or constructed thereon or thereunder which shall remain the property of the County Council subject to Clause 12 and 13 hereof Any additional land for playing fields and car parking will be provided by the other parties to the Agreement

3

THE cost of construction of the first phase of the joint use project including professional fees shall be shared between the parties to this Agreement in the manner indicated in the First Schedule hereto and it is hereby agreed and recorded that the Borough Council shall have no commitment to contribute towards any further provision for the Joint Use projects after the 1 April 1983

4

THE furniture and equipment for school use of the first phase of the joint use project shall be provided by the County Council and for the community use by the other Parties to the Agreement and all the parties shall allow the use of such furniture and equipment for community use and school use respectively in accordance with Clause 10 hereof providing always that only such furniture and equipment is used as is appropriate to the use involved and that due care is exercised in the use thereof and it is hereby agreed and recorded that the Borough Council shall have no commitment to contribute towards any further provision of furniture and equipment after 1 April 1983

5

SUBJECT to the provisions of Clause 6 hereof the County Council shall be responsible for the construction repair and maintenance of the buildings and grounds of the joint use project and the fixed equipment fittings and machinery therein

6

THE annual maintenance administration and operational costs and related income shall be shared between the County Council and the Parish Council in the following manner:-

- (i) The Parish Council will pay annually to the County Council (a) 15% of the total annual running cost of the school and the joint use project and of the maintenance costs associated with the school and joint use project such percentage figure to be reviewed in April 1987 and every three years thereafter (b) the total costs of providing caretaking services attributable to Community use of the joint use project such costs to be reviewed in April 1987 and every three years thereafter
- (ii) By December of each year the County Treasurer will send to the Parish Council an estimate of the costs referred to above which are likely to be incurred during the next financial year following

(iii)by June of each year the County Treasurer will send to the Parish Council an account of their costs referred to above for the preceding financial year

(iv) Income from charges made for the use of the joint use project arising solely from the use by the community of the joint use project shall be credited in full to the Parish Council and for the avoidance of doubt it is hereby agreed and recorded that the Borough Council shall as from the 1 April 1983 have no revenue commitment and no right to revenue receipt in respect of the Joint Use Project

7

THE management of the community use of the joint use project shall be under the control of the Parish Council who will:- (i) consult with the Village Hall Committee (ii) ensure that the Headteacher is kept fully informed of the Community use of the joint use project (iii) meet the Governors of the school at least once a year to keep the operational arrangements under review

8

SUBJECT to the provisions of Clause 7 all staff employed in the joint use project (except school staff and staff employed by the County Council on the maintenance and repair of the buildings and grounds fixed equipment and machinery) shall be appointed by the Parish Council to the service of the Parish Council such appointments to be made only after consultation with the County Council

9

THE Parish Council shall supply the County Council with an analysis of the Community use of the various rooms in the joint use project and such other information at such times as the County Council may reasonably require

10

THE joint use project and the various constituent parts thereof shall be available for use by the School and the community at the times set out in the Second Schedule hereto subject in the case of four weeks notice being given by the Head Teacher to the Parish

Council to the school having the use of the joint use project on twelve occasions per annum outside the normal school hours subject to review in April 1987

11

WHEN the second phase of the school is programmed the requirement for extended joint use will be taken into account and the parties to this Agreement consulted in the preparation of a scheme for the extension of the school under the County Council's joint use policies

12

THIS Agreement shall continue until determined by one of the parties giving to each of the other three two years' notice in writing On such determination a financial settlement shall be made between all the parties in respect of the residual value of the buildings paved areas furniture equipment and machinery which have been provided by the parties respectively

13

IF at any time any difference arises between the parties to this Agreement respecting any matters arising out of this Agreement the same shall be referred to and be settled by arbitration in the manner provided by the Arbitration Act 1979

IN WITNESS whereof the County Council and the Borough Council have caused their Common Seals and the Parish Council and the Village Hall Committee their seals to be hereunto affixed the day and year first before written

THE FIRST SCHEDULE hereinbefore referred to

A tender for the First Phase has been accepted in the sum of £180,883 of which £65,324 is attributable to the joint use project and the cost of construction and professional fees shall be met as follows

	t
County Council	115,559
Borough Council	44,252
Parish Council	15,804
Village Hall Committee	5,268
TOTAL	180,883

Any increase or decrease in the actual costs as compared with the tender costs shall be apportioned pro rota to the above capital contributions regardless of the item to which the variation in costs relates except that additional items or substantial variations to existing items required by any of the parties to this Agreement shall be paid for in full by that party or as otherwise agreed between the parties

THE SECOND SCHEDULE hereinbefore referred to Division of use of the Joint Use Project

- Priority use by the School
 - (i) Teaching areas
 Playing field and
 Hard Play area
 Pupil toilets

At all times

(ii) Hall/stage

- 8.30 am 2.00 pm Mondays during school terms unless closed for cleaning
- 8.30 am 2.00 pm
 Tuesday to Friday
 during school terms

(iii)Car park

- 8.30 am 5.00 pm Monday to Friday during school terms
- 2 Priority use by the Community
 - (i) Hall/stage

- At all times other than 8.30 am 2.00 pm Monday to Friday during school terms
- (ii) Bar/Refreshment servery)
 Lounge)
 Committee/changing)
 Hall and stage stores Adult toilets
- At all times

(iii)Car park School kitchen At all times other than 8.00 am - 5.00 pm Monday to Friday during school terms and at such times as the school is using the facilities in accordance with clause 10

(iv) Extension Car Park

At all times

- Applications for community use of the teaching areas and pupil toilets may be made in respect of each occasion by the appointed representative to the Headteacher providing always that no suitable alternative accommodation as detailed at 2(i) and (ii) is available at the relevant time
- Applications for school use of the facilities described in paragraph 2 (i) and (ii) of this Schedule may be made in respect of each occasion by the Headteacher to the appointed representative providing always that at the relevant time the area is not already booked for community use on a fee paying basis
- Use of the facilities described in paragraph 2 (i) and (ii) by the County Council for purposes directly concerned with the education of children normally attending Goostrey County Primary School in accordance with Clause 4 of this schedule or use by the joint partners of school facilities in accordance with Clause 3 shall be free of charge
- The use of facilities during the times detailed in clauses 1 and 2 of this Schedule may be adjusted by the appointed representative and Headteacher in consultation whenever events so require or permit
- At the time at which any part of the accommodation is to be handed over for use by the other party it shall be clean tidy and ready for use
- 8 The accommodation detailed above shall be subject to closure by arrangement for special cleaning maintenance decoration and similar purposes
- The kitchen shall be available for use by the community subject to supervision by the cook/supervisor who shall be paid any enhanced rates and unsocial hours payments resulting from these

duties Such payments shall be made by the County Treasurer and shall be debited to the community use of the joint use project as detailed in Clause 6 of this Agreement

The terms of this clause relating to the apportionment of supervision costs in respect of the community use of the school kitchen shall be subject to review at the expiry of one year's operation and thereafter annually as required

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

THE COMMON SEAL of CONGLETON BOROUGH COUNCIL) was hereunto affixed in the presence of:-

SIGNED SEALED and DELIVERED by in the presence of:-

3 Jean S. Keynorth

Took decode.

Clerk of the Parish Council

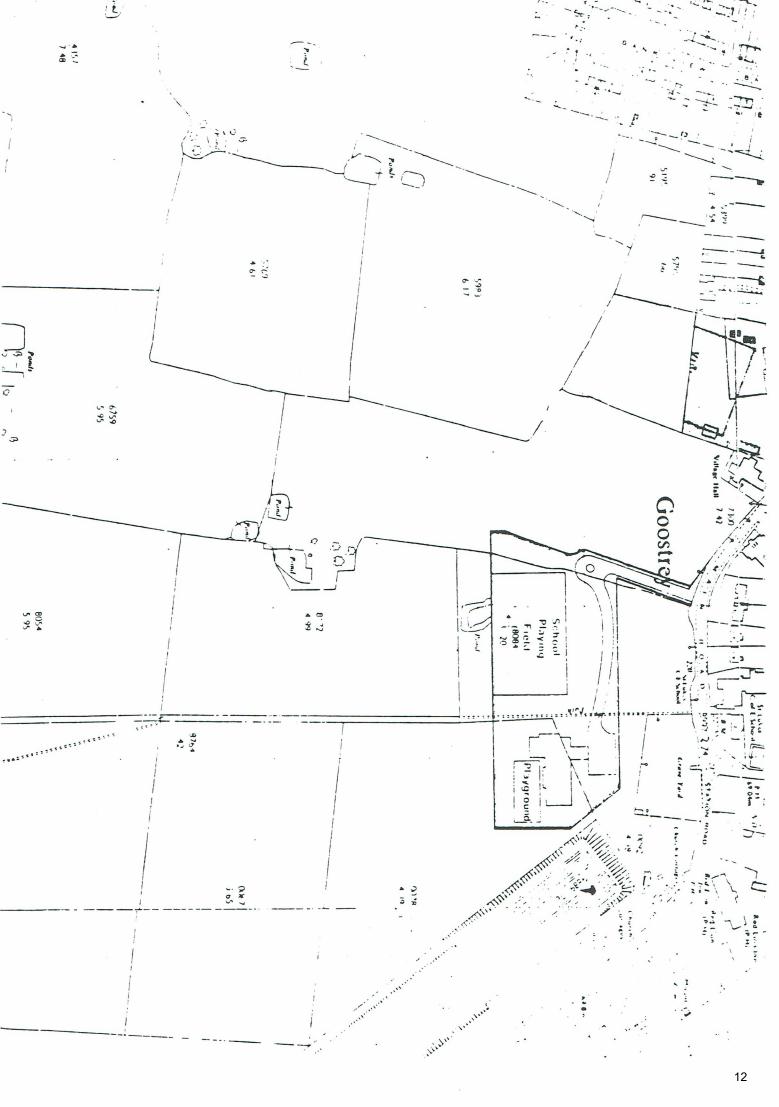
SIGNED SEALED and DELIVERED by

in the presence of:-

irman of the

Goostrey Village Hall and

Playing Fields Foundation Committee



NOTES REGARDING THE AGREEMENT RELATING TO THE JOINT USE OF GOOSTREY COUNTY PRIMARY SCHOOL IN THE COUNTY OF CHESHIRE.

1 Agreement made on 19/06/85 between:

Cheshire County Council, Congleton Borough Council, Goostrey Parish Council and

Goostrey Village Hall & Playing Fields Foundation

2 Joint initiative by Borough Council, Goostrey Parish Council and the VHPFF requested the County Council to provide a "Village Hall and other facilities for the recreational use of the local community contiguous with the School so that the buildings, land and facilities (the "Joint use Project") may be used not only by the school, but by the local community....."

Clause 1.1 - Definitions

Defines the School, Site, Joint use project, Running costs, Maintenance costs, School terms, Appointed representative.

The joint use project is defined as:

the buildings and outdoor facilities,

the pedestrian and vehicular approaches

bar/refreshment servery lounge

committee/ changing rooms

school kitchen

storage, circulation

staff toilets, teaching areas

playing field

hard play area

car park

The running costs are defined as:

Fuel oil

caretaking and cleaning

electricity

gas

water

cleaning materials

renewal & repair of equipment, furniture and fittings

clothing, uniforms, laundry

printing and stationery,

telephone

advertising

insurance

Maintenance costs are defined as:

repair and maintenance of buildings and fixed plant maintenance of grounds.

School terms are defined as:

not including periods when closed for half term holiday, or any Saturday or Sunday

Appointed representative is defined as:

person appointed by Goostrey Parish Council to deal with day to day administration of the "joint use project".

Clause 1.2 - County Council will provide

States the CC commitment to provide site, buildings and services (to remain in its ownership). Any additional Land for playing fields and car parking will be provided by others (and therefore presumably owned by them?)

Clause 1.3 - Cost of construction

The cost of construction of the first phase of the *joint use project* including all fees to be shared between all parties (as 1 above) as stated in Clause 13.

Clause 1.4 - Furniture and equipment

Furniture and equipment to be provided by the County Council for school use and for community use by the parties (as 1 above) in accordance with Clause 10, subject to "due care". Any further commitment to contribute to furniture will not involve the Borough Council.

Clause 1.5 - Repair & Maintenance

Subject to provisions in Clause 6 (Annual Maintenance Administration) the County Council will be responsible for construction repair and maintenance of the buildings, grounds and fixed equipment.

Clause 1.6 - Annual Maintenance & Administration Costs and Related Income

The Annual Maintenance & Administration Costs and Related Income to be shared between County Council and Parish Council.

- i. Parish Council to pay 15% of the school & joint use project running costs and maintenance costs (subject to review in 1987 and every 3 years thereafter) and the total costs of caretaking services attributable to the *joint use project*.
- ii. County Treasure to provide annual forecast of costs for the next financial year.
- iii. County Treasurer will provide Parish Council an account of their costs for the preceeding year.
- iv. Income from hiring the joint use project facilities

Clause 1.7 - Management of the community use of the *Joint Use Project*

To be under the control of Goostrey Parish Council, who will

- i. consult with the VHPFF
- ii. ensure headteacher is kept fully informed of Community use of the joint use project
- iii. meet the Governors of the School at least once a year "to keep the operational under review."

Clause 1.8 - Staff Employed in the Joint Use Project

All staff employed in the *joint use project*, excepting School Staff and staff employed by the County Council on the Maintenance, shall be appointed by Goostrey Parish Council after consultation with the County Council.

Clause 1.9 - Analysis of Community Use

The Parish Council to provide the County Council with analysis of Community use of the facilities.

Clause 1.10 - Times of Use by various parties

Availability of the Joint Use Project to various parties are set out in a Second Schedule, excepting that subject to four weeks notice by the Headteacher to the Parish Council, the School may have the use of the Joint Use Facility on 12 occasions per annum outside normal school hours (subject to review in April 1987).

Clause 1.11 - Extended Joint Use

When the second phase of the school is programmed parties to the Joint Use Agreement will be consulted.

Clause 1.12 - Determination of the Joint use Agreement

The Joint Use Agreement shall continue until determined by one of the three parties giving two years notice to the two other parties. A financial settlement will be made by all parties in consequence.

Clause 1.13 - Arbitration

In the event of any difference arising between the parties it will be settled "in the manner provided by the *Aribtration Act 1979*.

Further statement regarding the allocation of costs in respect of the construction costs in respect of the Joint Use Agreement facilities. VHPFF contribution was £5,268 (approximately £17,000 at present day levels using inflation indices from June 1985).

SECOND SCHEDULE APPENDED TO THE "AGREEMENT".

Division of Use of the Joint Use Project.

Clause 2.1 - Priority use by school and Clause 2.2 - Priority use by the Community

See table at end of this paper for precis of the "Division of Use".

Clause 2.3 - Applications for community use of the Teaching Areas.

Subject to no suitable alternative area being available, application to use the teaching areas and pupil toilet areas may be made on each occasion to the Headteacher.

Clause 2.4 - Applications for school use of the facilities

Applications for school use of the facilities may be made to the appointed representative by the Headteacher, subject providing that the relevant time is not already made for community use *on a fee paying basis!*

Clause 2.5 - Use of the facilities for the education of children

Use of the facilities for the purposes directly concerned with the education of children normally attending Goostrey County Primary School or by Joint Use partners will be free of charge.

Clause 2.6 - Adjustment of Times

The use of the the facilities - detailed in the attached precis - may be adjusted by the appointed representative and the Headteacher in consultation whenever events so require or permit.

Clause 2.7 - Handover to the other party

When the facilities are to be handed over to the "other party" it shall clean and tidy and ready for use.

Clause 2.8 - Special Cleaning, Maintenance, Decoration.

The accommodation will be closed from time to time for special cleaning, maintenance or redecoration.

Clause 2.9 - Hire of the kitchen.

The kitchen will be available for use by the community subject to supervision by the cook/supervisor who will be paid any enhanced rates and unsocial hours payments. Payments will be made by the County and debited to the community.

JWFD/10.11.2015

SECOND SCHEDULE APPENDED TO THE "AGREEMENT".

Clause 1 - Division of Use of the *Joint Use Project*.

Priority	Teaching Areas/Playing Field/Hard Play Area/Pupil Toilets	Hall & Stage	Bar/ Refreshment servery/ Commitee/ Changing/ Hall and stage stores/Adult Toilets	Car Park/School Kitchen	Car park	Extension Car Park
School	At all times	08.30 - 14.00 Mondays to Fridays during School Terms except when closed for cleaning on Mondays	08.30 - 14.00 Mondays to Fridays	08.30 - 17.00 Monday to Friday during School Terms	08.30 - 17.00 Monday to Friday during School Terms	
Community		At all times other than 08.30 - 14.00 Mondays to Fridays during School Terms	At all times other than 08.30 - 14.00 Mondays to Fridays	At all times other than 08.30 - 17.00 Monday to Friday during School Terms and at such times as the school is using the facilities in accordance with Clause 10. The school kitchen will be available subject to supervision by the cook/supervisor subject to payment of enhanced rates and unsocial hours payments.	At all times other than 08.30 - 17.00 Monday to Friday during School Terms	At all times

Goostrey Parish Council Detailed Budget Summary

Cost Centre 3 (Between 01/04/2022 and 31/03/2023)

Last Year 2021 - 2022					Current Year 2022-2023						Next Year 2023-2024		
3 V	illage Hall	Receip	ts	Paymer	nts		Receipts			Payments		Receipts	Payments
Code	Title	Budget	Actual	Budget	Actual	Budget	Actual	Forecast	Budget	Actual	Forecast	Budget	Budget
2	VH Lettings - Hall	4,375.00	2,764.21		54.54	14,350.00	8,200.22					6,000.00	
3	VH Lettings - Lounge	4,000.00	2,954.20		64.13	4,000.00	6,773.63			10.50		10,000.00	
4	VH Lettings - Committee Roo	500.00	117.81			500.00	394.64					300.00	
5	VH Lettings - School Kitchen	100.00	50.00	125.00		125.00	100.00		125.00			125.00	125.00
6	VH Lettings - Caretaker Servi	975.00	1,003.47			975.00	2,563.50					1,200.00	
7	VH Lettings - Performing Righ	165.00	17.28	165.00	123.37								
9	VH - Lettings early/late fees	50.00	10.00			50.00	20.00					50.00	
37	VH Recharge			13,000.00					10,000.00				11,000.00
38	VH Improvements			1,000.00	507.97				1,050.00	462.45			1,150.00
39	Performing Rights Licence			165.00					500.00	141.97			200.00
40	VH General Maintenance & S			1,500.00	1,205.34				2,100.00	1,093.54			2,300.00
41	VH - Covid Cleaning - Hall		358.00										
42	VH Advertising/Entertainment			500.00	30.04				525.00	110.97			525.00
43	VH Supervisor Salary			6,202.95	4,610.22				11,079.15	4,524.58			8,850.00
44	VH Clerk Salary			1,517.60	1,650.85				1,836.41	1,097.44			1,775.00
45	VH - Covid Cleaning - Lounge		278.68				135.00						
46	VH Staff Expenses			200.00	13.00				200.00				
57	VH - Caretaker Services - Pay			975.00	926.58				1,830.00	1,765.41			900.00
58	VH Employers NIC								368.64	202.97			250.00
59	VH Pension Contributions								442.37	58.49			85.00
s	UB TOTAL	10,165.00	7,553.65	25,350.55	9,186.04	20,000.00	18,186.99		30,056.57	9,468.32		17,675.00	27,160.00
5	Summary												
Т	OTAL	10,165.00	7,553.65	25,350.55	9,186.04	20,000.00	18,186.99		30,056.57	9,468.32		17,675.00	27,160.00

Goostrey Parish Council Detailed Budget Summary

Cost Centre 5 (Between 01/04/2022 and 31/03/2023)

4 E	kpenditure from	21 - 2022		Current Year 2022-2023						Next Year 2023-2024			
Reserves		Receipts		Payments		Receipts			Payments			Receipts	Payments
Code	Title	Budget	Actual	Budget	Actual	Budget	Actual	Forecast	Budget	Actual	Forecast	Budget	Budget
49	Village Hall Planting Project				904.00								
50	Telephone Box Refurbishmen				2,203.57								
51	Village Environmental Improv				552.06								
52	Notice Boards				353.30								
53	Defibrilator Supplies				499.00					158.00			
60	VH Lettings - Connected Corr						-112.00						
61	Platinum Jubilee Event									990.00			
62	Christmas Lights									329.87			
63	Bowling Pavilion Contribution									10,000.00			
s	UB TOTAL				4,511.93		-112.00			11,477.87			
9	ummary												
Т	OTAL				4,511.93		-112.00			11,477.87			