

Agenda Item No: 7

Report To: Cabinet

Date of Meeting: 11th January 2018

Report Title: **Singleton Environment Centre - *Lease with Great Chart with Singleton Parish Council***

Report Author & Job Title: Ben Moyle, Facility Development Manager

Portfolio Holder Cllr. Mike Bennett
Portfolio Holder for: Culture, Leisure, Environment and Heritage

Summary: The British Trust for Conservation Volunteers (TCV) have exercised the break clause in their lease to manage Singleton Environment Centre and will vacate on 10th March 2018. Great Chart with Singleton Parish Council (GCSPC) wish to enter into a lease with the Council and intend to form a Trust to run the Centre in the future and continue its good work as a quality community facility with an environmental focus.

Key Decision: Yes

Significantly Affected Wards: Borough wide

Recommendations: **The Cabinet is recommended to:-**

- I. Grant a lease of 25 years to Great Chart with Singleton Parish Council from 11th March 2018, including break clauses in favour of landlord and tenant after 3 years, and to enable them to form a Trust to take over management of Singleton Environment Centre;**
- II. Allocate up to £10,000 of subsidy to support the Great Chart with Singleton Parish Council where a deficit in the first year is unavoidable due to a delay in rate relief being granted to a voluntary management entity;**
- III. Authorise the Head of Culture in conjunction with the Head of Legal and Democracy and Head of Corporate Property and Projects to agree terms and complete all necessary agreements, lease and documentation to give effect to the above recommendations.**

Policy Overview:

Financial Implications: A key risk, is being unable to recruit suitably qualified volunteers for the new management entity/Trust, which may

mean that the Great Chart with Singleton Parish Council (GCSPC) will have to pay the rates for longer than originally anticipated. However, they have already secured three people who will act as trustees and have a good track record of running other facilities. The GCSPC has requested the Council enter into an agreement to underwrite up to 6 months of the value of rates (circa £10,000) should there be delays in setting up the management entity (caused by Charity Commission administrative detail or suchlike) which has a detrimental impact on the first end of year accounts.

Legal Implications	A new lease is required between Ashford Borough Council and the new tenant, being GCSPC and Heads of Terms are attached as Appendix A. A management agreement will be required between the GCSPC and the new management entity and GCSPC would welcome support from Ashford Borough Council in providing such documentation.
Equalities Impact Assessment	See Attached
Other Material Implications:	Continued support from key officers for the Trust and Parish Council
Exempt from Publication:	NO
Background Papers:	
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Introduction and Background

1. In 2008 The British Trust for Conservation Volunteers, (now TCV) agreed a lease of the Singleton Environment Centre on a peppercorn rent for 25 years and also entered into a Partnership Agreement with the Council. The agreement was linked to a 3 year annual funding contribution of £20,000. When this funding came to an end TCV replaced it with a number of grants, the largest being the HLF Kent Heritage Trees Project.
2. Once this project ended in 2016, TCV found it increasingly difficult to find replacement funding and in January 2017 gave notice of their intention to terminate the lease for the Singleton Environment Centre on the 10th March 2018, being the 10th anniversary of their lease and first available break clause.
3. The permitted use of the centre (Lease and Partnership Agreement) sets out a requirement for the 'Use of the premises and the centre for environmental, educational, arts and cultural based activities; public and community uses (such as parties, meetings and conferences), environmental and commercial businesses and associated health fitness and recreational uses and the education and training of people in those activities and as a licensed wedding venue'.
4. Since its opening the Centre has become a focal point of the local community providing a hub for volunteering; a broad range of community events such as health walks and woodland task days; Footprints café which is a great asset in the heart of the community and; a strong focal point on environmental issues and nature conservation within a developing community, that will continue to grow in the coming years.

Proposal/Current Position

5. The Great Chart with Singleton Parish Council (GCSPC) wishes to see the centre remain a community facility with an environmental focus and has confirmed their wish to work with the Council to achieve those aims and build on the existing usage of the facility. They are extremely keen to develop a range of family and community focused activities as well as developing the commerciality of the site.
6. Their draft Business Plan contains ideas for seventeen new and developing activities ranging from educational activities aimed at Brownies, Cubs, Beavers & Rainbows to family orientated photography, art & craft courses and even greater involvement from local schools and environmental awareness projects.

7. Given the timescale involved it is proposed that a lease for 25 years is entered into between the Council and the GCSPC with a view in the short term (within three months of entering into the lease) that a management Trust or CIC entity would run and operate the centre.
8. The draft Heads of Terms for the lease (attached as Appendix A) include exclusion from the security of tenure provisions of Part II of the Landlord & Tenant Act 1954, a peppercorn rent and break clauses after 3 years in favour of the Tenant and Landlord, a further break clause at 10 years.

Business Plan

9. Officers have been presented with a robust draft business plan for the Centre from the GCSPC which includes taking on the current centre manager who is extremely enthusiastic about his role and the opportunities for taking the centre forward. It is proposed his post will transfer to the Parish Council under TUPE regulations.
10. The GCSPC wish to develop the business and income generating possibilities during the transition from TCV to the new management body and have ambitions to continue a programme of environmental education activity and quality community space for hire. Existing commercial contracts in the building are for Footprints Café and Soothing Pod. Both have indicated a desire to remain in the facility.
11. The GCSPC are currently negotiating with a potential tenant with a view to renting out the main office space on a long term basis, which will significantly aid the financial aims of the Parish Council. The prospective tenants are keen to occupy the space from January 2018 if agreement can be reached in time.
12. The GCSPC has been discussing with suitably qualified volunteers for the new future management entity. If the Council is minded to agree a lease to the GCSPC, which will ensure its continued availability for the community from March 2018, they will endeavour to set up the management body as soon as possible. They have already secured three people to act as management trustees with at least one other individual expressing an interest in joining them. Recruitment of more trustees will continue.
13. The annual rates liability of £20,000 is a sizable commitment to balance the base line thus a voluntary management entity is key to the viability of the Centre. The entity, as the management vehicle, can apply for discretionary rate relief but whilst waiting for the entity to be formed, the GCSPC will have to pay the rates and have requested that the Council consider supporting them in this matter.
14. The GCSPC has requested the Council enter into an agreement to underwrite the first 6 months (circa £10,000) only, should there be an unavoidable delay in setting up the new management entity/Trust which has a detrimental effect on the business plan end of year account.
15. The GCSPC has requested that the Council also consider granting the mandatory and discretionary rate relief to the new locally accountable entity when that body has been formally registered. Hopefully within 3 months of

commencing operations and once a formal application for the appropriate relief has been submitted for consideration.

Implications and Risk Assessment

16. A key risk, is being unable to recruit suitably qualified volunteers for the new future management entity, which may mean that the GCSPC would have to pay the rates longer than anticipated. However, they have already secured three people who will act as trustees with further interest coming from the local community.
17. Should the new management entity fail and GCSPC no longer wish to be involved in being tenant of the centre, the delivery of the permitted use would fall back upon the Council with financial and resource implications.

Equalities Impact Assessment

18. Members are referred to the attached Assessment. The key issues arising are that the proposals under consideration will not have a negative impact on people with protected characteristics.
19. Provision will need to be made to continue providing a community facility for people with different abilities and characteristics.

Consultation Planned or Undertaken

20. Consultations have taken place with the GCSPC, the incumbent Trust Volunteers, potential Trustees, local ward members and current tenants.

Options and Reason for Recommendation

21. The proposed option for operating the facility under what will effectively be “local and active citizenship” is the preferred option as it will place the future of the facility within the heart of the local community and draw upon the existing expertise within Great Chart with Singleton Parish Council.
22. If this option is not entered into, then the operation and associated financial liability for business rates would fall to the Borough Council, placing extra work and financial burdens on the Council.

Next Steps in Process

23. Support GCSPC with the formation of a voluntary management entity and agree all the necessary legal documentation to grant a 25 year lease to the GCSPC to operate the Singleton Environment Centre as a community facility with an environmental focus.
24. Officers will continue to support and monitor the GCSPC business plan and help mitigate against the need for the Council to provide subsidy of up to £10,000 to underpin the management of the centre and in particular the delay

in the new voluntary management entity receiving rate relief (on application) in its first year.

Conclusion

25. Entering into a lease arrangement with GCSPC and a local voluntary management entity enables the Singleton Environment Centre to continue to be available as a community hub and will ensure it is maintained and developed as a quality facility with an environmental focus for the benefit of the residents of Singleton, Brisley Farm, Stanhope and the wider Ashford community.

Portfolio Holder's Views

26. I fully support the approach offered by this report and recommend the Council accepts the recommendations herein.

Cllr Michael Bennett

Contact and Email

Ben Moyle Facility Development Manager. ben.moyle@ashford.gov.uk

DRAFT HEADS OF TERMS

SINGLETON ENVIRONMENT CENTRE

The lease for the Singleton Environment Centre will contain the following provisions:

Landlord	Ashford Borough Council
Tenant	Great Chart with Singleton Parish Council
Premises	The Centre and all additions and improvements made to it, all landlord fixtures and fittings, all pipes, cables, walls, fences and gates forming the boundaries and land shown edged red on the plan.
Term	25 years
Landlord & Tenant Act 1954	The Lease will be excluded from the security of tenure provisions of Part II of the Landlord and Tenant Act 1954.
Break Clause	By the Landlord or Tenant - after the first 3 years and on the 10 th anniversary of the term on giving a least one year's written notice
Rent	A peppercorn
Rent Review	N/A
Rates & Utilities	The Tenant will be responsible for all rates, utilities and outgoings
Insurance	The Tenant will pay the insurance premium for ABC insuring the premises. Also the tenant is to effect insurance for public liability, loss/damage to fixtures and fittings and contents
Use	Use of the premises and the Centre for environmental, educational, arts and culture based activities; public and community uses (such as parties, meetings and conferences) environmental and commercial businesses and associated health, fitness and recreational uses and the training and education of people in those activities and as a licensed wedding venue
Assignments & Underlettings	The tenant not to sublet the whole of the premises other than to a charitable Trust incorporated for the purposes consistent with the permitted user, but may sublet or allow to be occupied on licence, part only of the premises within the permitted user with the prior written consent of the landlord.

Repair	<p>The tenant to repair and maintain the premises including the window glass of the Centre and to maintain and replace the Landlord's fixtures and fittings</p> <p>The landlord to repair the structure and exterior of the Centre</p>
Costs	Each party is responsible for its own legal costs in connection with this transaction.
Landlord's Solicitor	Legal Services, Ashford Borough Council, Civic Centre, Tannery Lane, Ashford, Kent TN23 1PL
Tenant's Solicitor	

Equality Impact Assessment

1. An Equality Impact Assessment (EIA) is a document that summarises how the council has had due regard to the public sector equality duty (Equality Act 2010) in its decision-making. Although there is no legal duty to produce an EIA, the Council must have **due regard** to the equality duty and an EIA is recognised as the best method of fulfilling that duty. It can assist the Council in making a judgment as to whether a policy or other decision will have unintended negative consequences for certain people and help maximise the positive impacts of policy change. An EIA can lead to one of four consequences:

- (a) No major change – the policy or other decision is robust with no potential for discrimination or adverse impact. Opportunities to promote equality have been taken;
- (b) Adjust the policy or decision to remove barriers or better promote equality as identified in the EIA;
- (c) Continue the policy – if the EIA identifies potential for adverse impact, set out compelling justification for continuing;
- (d) Stop and remove the policy where actual or potential unlawful discrimination is identified.

Public sector equality duty

2. The Equality Act 2010 places a duty on the council, when exercising public functions, to have due regard to the need to:
- (a) Eliminate discrimination, harassment and victimisation;
 - (b) Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
 - (c) Foster good relations between persons who share a relevant protected characteristic and persons who do not share it (ie tackling prejudice and promoting understanding between people from different groups).

3. These are known as the three aims of the general equality duty.

Protected characteristics

4. The Equality Act 2010 sets out nine protected characteristics for the purpose of the equality duty:

- Age
- Disability
- Gender reassignment
- Marriage and civil partnership*
- Pregnancy and maternity
- Race
- Religion or belief
- Sex
- Sexual orientation

*For marriage and civil partnership, only the first aim of the duty applies in relation to employment.

Due regard

5. Having 'due regard' is about using good equality information and analysis at the right time as part of decision-making procedures.
6. To 'have due regard' means that in making decisions and in its other day-to-day activities the council must consciously consider the need to do the things set out in the general equality duty: eliminate discrimination, advance equality of opportunity and foster good relations. This can involve:
- removing or minimising disadvantages suffered by people due to their protected characteristics.
 - taking steps to meet the needs of people with certain protected characteristics when these are different from the needs of other people.
 - Encouraging people with certain protected characteristics to participate in public life or in other activities where it is disproportionately low.
7. How much regard is 'due' will depend on the circumstances. The greater the

potential impact, the higher the regard required by the duty. Examples of functions and decisions likely to engage the duty include: policy decisions, budget decisions, public appointments, service provision, statutory discretion, decisions on individuals, employing staff and procurement of goods and services.

8. In terms of timing:

- Having 'due regard' should be considered at the inception of any decision or proposed policy or service development or change.
- Due regard should be considered throughout development of a decision. Notes shall be taken and kept on file as to how due regard has been had to the equality duty in research, meetings, project teams, consultations etc.
- The completion of the EIA is a way of effectively summarising this and it should inform final decision-making.

Case law principles

9. A number of principles have been established by the courts in relation to the equality duty and due regard:

- Decision-makers in public authorities must be aware of their duty to have 'due regard' to the equality duty and so EIA's must be attached to any relevant committee reports.
- Due regard is fulfilled before and at the time a particular policy is under consideration as well as at the time a decision is taken. Due regard involves a conscious approach and state of mind.
- A public authority cannot satisfy the duty by justifying a decision after it has been taken.
- The duty must be exercised in substance, with rigour and with an open mind in such a way that it influences the final decision.
- The duty is a non-delegable one. The duty will always remain the responsibility of the public authority.
- The duty is a continuing one so that it needs to be considered not only when a

policy, for example, is being developed and agreed but also when it is implemented.

- It is good practice for those exercising public functions to keep an accurate record showing that they have actually considered the general duty and pondered relevant questions. Proper record keeping encourages transparency and will discipline those carrying out the relevant function to undertake the duty conscientiously.
- A public authority will need to consider whether it has sufficient information to assess the effects of the policy, or the way a function is being carried out, on the aims set out in the general equality duty.
- A public authority cannot avoid complying with the duty by claiming that it does not have enough resources to do so.

The Equality and Human Rights Commission has produced helpful guidance on "Meeting the Equality Duty in Policy and Decision-Making" (October 2014). It is available on the following link and report authors should read and follow this when developing or reporting on proposals for policy or service development or change and other decisions likely to engage the equality duty. [Equality Duty in decision-making](#)

Lead officer:	Ben Moyle
Decision maker:	Cabinet
Decision: <ul style="list-style-type: none"> Policy, project, service, contract Review, change, new, stop 	Singleton Environment Centre - Lease negotiations. Approve 25 year lease to Great Chart with Singleton Parish Council
Date of decision: The date when the final decision is made. The EIA must be complete before this point and inform the final decision.	11 th January 2018
Summary of the proposed decision: <ul style="list-style-type: none"> Aims and objectives Key actions Expected outcomes Who will be affected and how? How many people will be affected? 	<p>The British Trust for Conservation Volunteers (TCV) have exercised the break clause in their contract<u>lease</u> to manage Singleton Environment Centre and will vacate on 10th March 2018. Great Chart with Singleton Parish Council (GCSPC) intend to form a Trust to run the centre and continue its good works as a community facility with an environmental focus.</p> <p>It is proposed that a lease for 25 years is entered into between the Council and the GCSPC with a view in the short term (within three months of entering into the lease) that a new Trust or CIC entity would be developed and set up to run and operate the centre.</p> <p>Whilst the facility is for the whole of Ashfords local residents from Brisley Park, Singleton and Stanhope benefit from the Centre being within their community.</p>
Information and research: <ul style="list-style-type: none"> Outline the information and research that has informed the decision. Include sources and key findings. 	<p>In 2008 The British Trust for Conservation Volunteers, (now TCV) took on the lease of the Singleton Environment Centre on a peppercorn rent for 25 years and also entered into a Partnership Agreement with the council.</p> <p>The agreement was linked to a 3 year annual funding contribution of £20,000. When this funding came to an end TCV replaced it with a number of grants, the largest being the HLF Kent Heritage Trees Project.</p> <p>Once this project ended in 2016, TCV found it increasing difficult to find replacement funding and in Jan 2017 gave notice of their intention to terminate the lease on the 14<u>0</u>th March 2018, being the 10th anniversary and first break clause.</p> <p>The Great Chart with Singleton Parish Council (GCSPC) wishes to see the centre remain a community facility with an environmental focus and has confirmed their wish to work with the Council.</p>

Consultation: <ul style="list-style-type: none">• What specific consultation has occurred on this decision?• What were the results of the consultation?• Did the consultation analysis reveal any difference in views across the protected characteristics?• What conclusions can be drawn from the analysis on how the decision will affect people with different protected characteristics?	Consultations have taken place with the Parish Council, the incumbent Trust Volunteers, potential Trustees, local ward members and members of the public.	
Assess the relevance of the decision to people with different protected characteristics and assess the impact of the decision on people with different protected characteristics. <p>When assessing relevance and impact, make it clear who the assessment applies to within the protected characteristic category. For example, a decision may have high relevance for young people but low relevance for older people; it may have a positive impact on women but a neutral impact on men.</p>		
Protected characteristic	Relevance to Decision High/Medium/Low/None	Impact of Decision Positive (Major/Minor) Negative (Major/Minor) Neutral
<u>AGE</u> Elderly	MEDIUM	POSITIVE
Middle age	MEDIUM	POSITIVE
Young adult	MEDIUM	POSITIVE
Children	MEDIUM	POSITIVE
<u>DISABILITY</u> Physical	MEDIUM	POSITIVE
Mental	MEDIUM	POSITIVE
Sensory	MEDIUM	NEUTRAL
<u>GENDER RE-ASSIGNMENT</u>	NONE	NEUTRAL
<u>MARRIAGE/CIVIL PARTNERSHIP</u>	NONE	NEUTRAL
<u>PREGNANCY/MATERNITY</u>	NONE	NEUTRAL

<u>RACE</u>	NONE	NEUTRAL
<u>RELIGION OR BELIEF</u>	NONE	NEUTRAL
<u>SEX</u> Men	NONE	NEUTRAL
Women	NONE	NEUTRAL
<u>SEXUAL ORIENTATION</u>	NONE	NEUTRAL

Mitigating negative impact: Where any negative impact has been identified, outline the measures taken to mitigate against it.	N/A
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Is the decision relevant to the aims of the equality duty? Guidance on the aims can be found in the EHRC's Essential Guide , alongside fuller PSED Technical Guidance .	
Aim	Yes / No / N/A
1) Eliminate discrimination, harassment and victimisation	YES
2) Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it	YES
3) Foster good relations between persons who share a relevant protected characteristic and persons who do not share it	YES

Conclusion: <ul style="list-style-type: none"> Consider how due regard has been had to the equality duty, from start to finish. There should be no unlawful discrimination arising from the decision (see guidance above). Advise on whether the proposal meets the aims of the equality duty or whether adjustments have been made or need to be made or whether any 	<p>Due regard has been made to the equality duty, from start to finish of the consultation and scoping process.</p> <p>There will be no unlawful discrimination arising from the decision</p> <p>The proposal meets the aims of the equality duty as all sections of the community including those with protected characteristics will benefit from maintaining and enhancing the centre.</p>
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<p>residual impacts are justified.</p> <ul style="list-style-type: none"> • How will monitoring of the policy, procedure or decision and its implementation be undertaken and reported? 	<p>Monitoring of the policy, procedure or decision and its implementation be undertaken and reported will be undertaken by the partners.</p> <p><i>The council's revised policy register will assist services to meet this</i></p>
<p>EIA completion date:</p>	<p>14-12-17</p>