

TITLE OF REPORT: **Community Asset Transfer – Revised Policy and Procedure**

REPORT OF: **Mike Barker, Strategic Director Corporate Services and Governance**
Paul Dowling, Strategic Director Communities and Environment

Purpose of the Report

1. To seek Cabinet approval to the revised policy and procedure relating to Community Asset Transfers, for recommendation to Council.

Background

2. On 20th September 2012, Council approved the current Community Asset Transfer (CAT) policy (Minute No. CL/54) - an update to the previous policy which had been agreed in 2010.
3. The revised policy reflected the changes in legislation at the time, including the Localism Act 2011 and the resultant promotion of community involvement and need for the Council to reduce its outgoings.
4. At the time of the last review in 2012, Community Asset Transfers were very much associated with the transfer of community centres to occupying community association and sports clubs with only occasional speculative requests for asset transfer received in respect of other surplus assets.
5. Since 2012 the Council has transferred sixteen community centres to occupying community associations, and two to sports organisations (e.g. boxing clubs).
6. More recently the Council has also transferred two leisure facilities: the Gateshead Indoor Bowling Centre is now leased and managed by the group who use the facility on a regular basis; and the Dunston Activity Centre is now leased and managed by the Dunston Family Church.
7. Many of the centres are now offering a more extensive range of activities which are more diverse and respond to local need

The Current Position

8. Not all properties are available and suitable for CAT. There are some instances where the transfer of a building by way of a CAT would result in the Council foregoing a capital receipt or the cost/risk of keeping a building

vacant pending transfer would be significant. In such instances it is considered that such buildings would be unsuitable for asset transfer.

9. The Community Asset Transfers to the community associations have been at nil rent as the organisations have taken full responsibility for the building and are required to continue to support activities previously provided by the Council in the locality. In relation to the sports clubs, they have been transferred at nil consideration when the organisation has undertaken to take responsibility for either the building or the sports pitches (or in some instances both).
10. The Council is now receiving applications from community groups and other charitable organisations for a CAT of buildings that have not necessarily been used for community activity and this includes receiving multiple applications for the same building. In most cases these organisations are looking for the property to be offered at nil rent

Proposal

11. In order for the Council to consider such applications thoroughly and consistently it is proposed that the applications be assessed against a clear set of agreed criteria.
12. The policy has therefore been reviewed and a copy of the proposed new policy is attached at Appendix 2 with a copy of the proposed matrix to be used in connection with any application attached at Appendix 3.
13. One of the main changes in the revised policy is that should a building be considered suitable for asset transfer the starting premise for any rent will be that it will be at open market value and it will be discounted to reflect the level of benefit the Council will secure as a result of granting a Community Asset Transfer.

Recommendations

14. Cabinet is asked to recommend the Council to agree the revised Community Asset Transfer Policy and Procedure.

For the following reason:

To manage resources and rationalise the Council's assets in line with the Corporate Asset Strategy and Management Plan.

CONTACT: Lesley Pringle

extension: 3490

Policy Context

1. The proposed new Community Asset Transfer Policy supports the overall vision for Gateshead as set out in Vision 2030 and the Council Plan. In particular: managing resources, strategic interventions, Gateshead Volunteers and increasing collective responsibility.
2. The proposals as set out in this report also accord with the provisions of the Corporate Asset Strategy and Management Plan 2015 – 2020. In particular, the rationalisation of the estate and supporting the voluntary sector.

Background

3. The Council has adopted a proactive approach to Community Asset Transfer and as such has, in conjunction with its partners, been promoting community development and empowerment for a number of years within Vision 2030 and continues to do so in the recently approved Council Plan 2015 – 2020.
4. The outcome of this approach has been the successful transfer of a number of council buildings to volunteer groups by way of Community Asset Transfer.
5. Initially the majority of buildings being transferred were community centres and sports clubs to the organisations operating from them. More recently the Council has agreed to transfer 3 libraries to the volunteer organisations which are currently operating from the buildings.
6. In the above instances the buildings have been transferred on the basis of nil rent as it was acknowledged that the volunteer organisations were to take responsibility for the buildings, provide services that would meet the Council's policy priorities, were location specific and as such there was little opportunity to generate income over and above what was needed to operate the building.

Current Position

7. More recently the Council has received applications from larger community organisations, national charities and more financially sustainable organisations for a Community Asset Transfers of a building and also multiple applications for a particular building.
8. The criteria previously applied cannot be used when dealing with those applications; officers have therefore reviewed how the Council can assess such applications on an objective and transparent basis.
9. The proposal is that a matrix is used to assess the application. The starting point of which will be whether the property suitable for a Community Asset Transfer. In some instances the building will not be suitable: its condition and

the enhanced benefits that the Council can derive from a sale of the property being two examples.

10. If the building is considered suitable then the next stage will be assessing the market rent and then using the matrix to apply a discount, the ultimate level of the discount being dependent upon the extent to which the organisation who is applying for the Community Asset Transfer fulfils the objectives of the Council as set out in Vision 2030, the Council Plan and the various Strategies which support the Plan.

Consultations

11. In preparing this report consultations have taken place with the Leader, the Deputy Leader and the Cabinet Member for Communities and Volunteering who have raised no objections to the proposal.

Alternative Option

12. The Council could choose to reject the proposed revisions to the policy and procedure but this would mean that it would be difficult for the Council to determine applications from those parties identified in paragraph 7 above.

Implications of Recommended Option

13. Resources

- a) **Financial Implications** – The Strategic Director, Corporate Resources confirms that there are no financial implications arising directly from adopting the policy but there will be from its implementation.
- b) **Human Resources Implications** – There are no implications arising from the recommendation
- c) **Property Implications** - There are no implications arising directly from adopting the policy but there will be from its implementation

14. **Risk Management Implication** - There are no implications arising directly from adopting the policy but will be from its implementation

15. **Equality and Diversity Implications** - There are no implications arising from the recommendation

16. **Crime and Disorder Implications** – There are no implications arising from the recommendation

17. **Health Implications** - There are no implications arising from the recommendation

18. **Sustainability Implications** - There are no implications arising from the recommendation

19. **Human Rights Implications** - There are no implications arising from the recommendation
20. **Area and Ward Implications** - All wards
21. **Background Information** – Cabinet Report 18th September
Community Asset Transfer – Revised
Policy and Procedure
Council Approval 20th September 2012
(CL/54)

1. Purpose of the Policy

- 1.1. This policy sets out Gateshead Council's approach to asset transfer. It outlines the principles behind asset transfer together with details of who is eligible to apply, what support will be provided to assist organisations seeking to take a transfer and how proposals will be assessed. It is hoped that by providing this framework the Council will help the voluntary and community sector (VCS) to take full advantage of the opportunity presented by asset transfer from the Council to support them in their objectives and promoting their resilience and sustainability in the long-term.
- 1.2. Where an organisation does not meet the criteria to take an asset transfer but is interested in managing and running an asset their support needs will be discussed and, where appropriate, assistance provided through the Gateshead Offer. The Gateshead Offer is the support provided jointly by Gateshead Council and GVOC to the voluntary and community sector and social enterprises in Gateshead, to help build capacity enabling organisations to become more effective, efficient and sustainable and thereby better placed to take an asset transfer at some future date.

2. Background

- 2.1 The Council recognises that the VCS has a vital role to play in delivering Vision 2030 and the Council Plan, and a strong and sustainable VCS is key in the delivery of services and providing a link with local communities.
- 2.2 The Council's aim is to ensure that the way its assets are managed strongly underpins its wider corporate aims and where appropriate, will use asset transfer as a means of enabling VCS organisations to become sustainable on a long-term basis
- 2.3 An asset transfer also helps the Council:
 - Rationalise its estate and facilitate more effective and efficient use of its asset base by maximising use of its buildings and reducing its financial outgoings;
 - Maximise the community benefit from buildings transferred as the focus is on better services and community outcomes through a more focussed neighbourhood approach;
 - Build capacity within the community to deliver the Council's priorities and outcomes set out in Vision 2030 and the Council Plan by acting as a catalyst to stimulate stronger partnership working between VCS organisations, the Council and other partners, providing opportunities for long-term working between sectors,

2.4 The Council also recognises that the way its physical assets are managed can have a positive impact on the long-term strength of the VCS and local communities more generally. By holding an interest in their asset, VCS organisations can gain access to sources of investment that may not be available while the building is managed by the Council.

2.5 An asset transfer also helps the VCS by:

- Strengthening the confidence of individual organisations through the capacity building support provided;
- Providing opportunities for income generation, and access to funding to refurbish the building or to support staff training and development that may only exist if a suitable lease is in place;
- Providing the organisation with the opportunity to become financial self-sufficient and potentially less dependent on short term grants and so improve long term sustainability;
- Providing the opportunity for the organisation to develop the asset to meet the organisation's needs and aspirations.

2.6 The Council provides support and advice to mitigate risks and liability to VCS organisations taking a community asset transfer. The Council's support has three elements:

- a. Capacity Building Support through the Gateshead Fund (Capacity Building Fund), the health check process and Gateshead Offer provided by a virtual Capacity Building Team
- b. Support around sustainability such as helping the organisation to reduce costs, generating income and accessing other sources of funding
- c. Increasing volunteers to both empower individuals, increase ownership and support and build the capacity of the organisation

This support will be provided before and after the transfer process regardless of whether or not there is a Partnership Agreement in place.

2.7 VCS organisations will be signposted to appropriate networks and peer support e. g. Community Centre Network. This will provide opportunities to pool knowledge and resources.

3. What is Community Asset Transfer?

3.1 Community Asset Transfer is the transfer of responsibility for land or a building from the Council to a voluntary organisation or a social enterprise. It can take the form of a freehold sale or a leasehold disposal. The Council has agreed that, in the absence of exceptional circumstances, any disposal of a council asset will take the form of a lease for a minimum term of 30 years together with (if appropriate) a 'partnership agreement' an example of which is attached as Appendix 4.

- 3.2 The Council is committed to volunteering and a thriving VCS sector, so during and after the asset has been transferred it will provide the support and advice that organisations need to ensure taking a transfer of the asset does not place too much of a burden on the organisation in terms of new responsibilities, costs and expenses and it will help mitigate risk.

4. National Policy Context

- 4.1 Prior to 2010 asset transfer was encompassed within government policies to create sustainable communities, empowerment and regeneration (e.g. the 2008 white paper “Communities in Control: real people real power”).
- 4.2 The most important piece of work contributing to government policy was the Quirk Review, “Making Assets Work” published in May 2007. The Review strongly advocated in favour of local ownership and management of public assets. This was supported by the then government and a number of new initiatives were created, including the establishment of the Asset Transfer Unit.
- 4.3 The Localism Act 2011 devolves decision making powers to neighbourhood level and advocates new rights and powers for communities and individuals such as the “Community Right to Challenge” and “Community Right to Bid” (for assets of community value). Local authorities are now required to maintain a list of “assets of community value”, whereby communities have the opportunity to nominate, for possible inclusion, the assets that are most important to them: when listed assets come up for sale or change of ownership, VCS organisations will be given time to develop a business case and raise money so they can bid for the property when it comes on to the open market.
- 4.4 Community Asset Transfer will continue as a Council Policy alongside the statutory Community Right to Bid.

5. Local Policy context and links to other strategies

- 5.1 The policy has been developed in the context of the existing policy framework:
- Vision 2030 – asset transfer has a role in all the Big Ideas, by helping to strengthen and sustain VCS organisations
 - Gateshead Communities Together – makes specific reference to supporting communities, through community development, to achieve asset transfer.
 - The Council Plan – particularly in relation to objectives to empower communities under Increasing Collective Responsibility
 - The Corporate Asset Strategy and Management Plan - outlines how the Council aims to use its assets to achieve its corporate objectives
 - The Gateshead Compact – based around partnership working with the VCS to deliver Vision 2030.

6. Principles Underpinning the Community Asset Transfer Policy

6.1 The Council's policy on community asset transfer is underpinned by the following principles:

- a) A proactive strategy to implement the policy;
- b) The suitability of the building;
- c) A good, transparent and consistent process

a) A proactive strategy to implement the policy

- The Council will seek to implement the policy proactively, (through awareness raising, outreach and support) to encourage appropriate groups to take on an asset, linked to its commitment to volunteering and ongoing programmes of support to the VCS.
- Any proposed asset transfer must support the aims and priorities of the Council as set out in adopted policy.
- The Council views its policy on community asset transfer positively as part of a long-term programme of support to, and partnership with, the VCS. Organisations not considered to be suitable to take an asset transfer may continue to receive advice and officer support from the Council and partner organisations to help develop their capacity.
- The Council may institute programmes for multiple asset transfer in respect of specific locations, building types or services. Within these programmes the Council will promote collaboration between voluntary and community organisations. Decisions to transfer an asset will be based on the same principles as individual asset transfers.
- Once the revised policy document has been established within the Council, opportunities to extend the approach to other public bodies through the Gateshead Strategic Partnership will be sought.

b) The Suitability of the Building

- The Council will respond to requests for asset transfer of a building by exploring the strategic implications of a transfer. This will take account of priorities linked to, for example, major capital programmes; neighbourhood and area based programmes and priorities; Gateshead Communities Together; the development of community hubs; area based reviews of assets; and the value of the building.
- When assessing whether asset transfer is appropriate the Council will also take into account the need for and cost of ongoing maintenance, security and the market demand for the property. Therefore not all properties will be considered suitable for asset transfer.

- c) A good, transparent and consistent process
 - The Council will have a transparent corporate process for dealing with an asset transfer which includes a clear point of first contact (the Corporate Asset Strategy Team) together with clear stages in the process for each party to follow.
 - The Council will adopt an agreed method of assessing the benefits of the transfer (linked to corporate priorities), which allows a comparison with market disposal.
 - The lease will be commercial in nature in that it will set out the legal responsibilities of each party.
 - Where a Partnership Agreement is granted alongside the lease, this will set out how the parties will work together once the asset has been transferred.
 - Cabinet will approve all asset transfers.

7. Assessing a Community Asset Transfer Application

7.1 There are three elements to be considered:

- (a) Assessing the suitability of the building for community asset transfer;
 - (b) Assessing the suitability of an organisation to take a community asset transfer;
 - (c) Assessing the rent to be paid.
- (a) Assessing the suitability of the building for community asset transfer

In determining if the building is suitable for asset transfer the Council will consider whether:

- (i) the property is linked to an alternative priority? i.e. service delivery, capital programme, regeneration, development of hub/ one stop shop;
- (ii) a disposal of the asset (whether the building itself or the land on demolition of the building) on the open market to secure a capital receipt or rental income stream best meets the Council's priorities;
- (iii) the building is suitable in terms of size, location and condition for the proposed use by the applicant;
- (iv) the property is currently vacant and is there a risk of vandalism arson and associated cost of ongoing maintenance and security;
- (v) the community benefit to be gained from the asset transfer would be localised, borough wide or regional and if not localised could it be located elsewhere;
- (vi) the property is in an area of high deprivation and the asset transfer could help to create jobs/opportunities for local people;

- (vii) the proposed use of the building is in compliance with the Local Plan.

The Council will consider investment in an asset prior to transfer to ensure the building is fit for purpose. However, preference will be given to VCS organisations that can lever in external investment.

- (b) Assessing the suitability of an organisation to take a community asset transfer

Any organisation that is a not for private profit organisation can be considered for a Community Asset Transfer, for example;

- Registered charity
- Company Limited by Guarantee with charitable status or objectives
- Community Interest Company
- Industrial and Provident Societies (Co-operatives and community benefit Industrial and Provident Society with an asset lock)
- Charitable Incorporated Organisations
- Social Enterprises

The main requirements for an eligible organisation to be considered for community asset transfer are:

- (i) An up to date legally adopted constitution or governing document which provides that the organisation can enter into a lease;
- (ii) A robust management committee / board of trustees with defined roles and responsibilities which meets on a regular basis and is elected in accordance with the governing document;
- (iii) Appropriate financial systems and procedures in place;
- (iv) Appropriate policies, procedures, licences and insurance cover in place;
- (v) Up to date, signed, examined or audited accounts which do not show a deficit;
- (vi) A robust business plan which demonstrates the organisation's plans for the asset and how these will contribute to Gateshead's Vision 2030 and the Council Plan;
- (vii) Evidence of community need and support for the proposal.

The business plan is a key document when determining whether the organisation's proposals for the building are sustainable. It will as a minimum set out:

- (i) The organisation's charitable aims and objectives;
- (ii) An assessment of the organisation and its ability to manage the asset and staff;
- (iii) Details to show that the management committee / board members have the necessary skills and expertise to deliver the

- organisations aims and objectives and operate and manage a building;
 - (iv) Summary of the activities that already take place and any additional activities that will take place in the future;
 - (v) The extent of the community benefit the organisation will bring, who will benefit, whether it is localised, borough wide or regional;
 - (vi) A 3-5 year financial forecast showing how and when income will be generated against anticipated expenditure, including investments to be made.
- (c) Assessing the rent to be paid

The Council has a statutory obligation and fiduciary duty to obtain the best consideration reasonably obtainable for its assets. However, best consideration can be obtained by money or monies' worth and therefore if the Council considers that the community benefit derived from a community asset transfer represents monies worth then this can be taken into account assessing the rent to be paid, as it can be seen as an alternative to monetary rent.

In determining if the proposed use of the property provides a benefit to the Council that constitutes monies' worth and thereby enables the Council to let the premises at a reduced monetary rent the Council will assess those potential benefits that will be gained by transferring the asset to the community. In making this assessment the officers will have due regard to the provisions of Vision 2030 and the Council Plan and the following:

- (i) The community benefits to be realised by the transfer: will the interests of local people be better served by the transfer?
- (ii) The opportunity to support and build capacity within voluntary organisations and encourage greater organisational sustainability and development of community enterprise activity.
- (iii) The impact on the Council's proposals in terms of environmental and economic regeneration and social and economic wellbeing.
- (iv) Improvements to safeguarding or creating new local services and activities whilst ensuring that existing activities, services or facilities already provided in the local community are not duplicated
- (v) Supporting Gateshead Council's efficiency gains and co-location of service providers.

In assessing the rent to be paid over the term of the lease the Council may consider it prudent to make provision for the rent to be reviewed.

8. The Process

- 8.1 The key stages for the community asset transfer assessment process are described in more detail below. The Council is committed to a streamlined, efficient process and the completion of each of these stages will be as quick as possible.
- 8.2 The first step for the Council will be to determine the open market rental value of the property. Once this has been determined then the Council can engage in the asset transfer process.
- 8.3 This process begins by organisations being provided with an information pack and sent the Expression of Interest form for completion and return:
 - a. If all the requirements within Part One are met organisations can complete Part Two of the Expression of Interest form. (If not all of the requirements of Part One have been met, organisations will be contacted to discuss support needs);
 - b. When Part Two of the Expression of Interest form have been submitted, the organisation will be contacted to discuss the proposal and for a more detailed Organisation Health Check to be carried out;
 - c. The detailed business plan will need to be submitted as part of the Organisation Health Check.
- 8.4 Once all of the information is received by the Council it will be assessed against the criteria as set out in 7 above in a scoring matrix (see Appendix 3), the outcome of which will inform the level of rent to be paid in respect of the asset transfer. The more the building is used for the purposes as set out in 7 then the greater the discount that can be applied
- 8.5 Provided the Council is satisfied the business plan demonstrates that the proposed use and transfer are sustainable, and the proposed use meets the criteria as set out in 7 above in whole or in part, a formal offer letter will be issued, setting out the proposed lease terms, including where appropriate the rent payable. Once the organisation has accepted the terms a suitable report will be prepared for Cabinet to obtain the Council's formal approval to the transaction.
- 8.6 If the terms of the transaction are approved by Cabinet a lease will then be provided to the organisation for approval. Once completed the asset will be transferred to the organisation and this will enable the organisation to manage and develop the property as an asset in the long term, while ensuring that the use of the building as a community facility is retained.
- 8.7 Based on the individual circumstances of each building, the Council may enter into a Partnership Agreement with the VCS organisation to set out how they will work together once the asset has been transferred. Reflecting the flexible relationships that the Council has with VCS organisations, this agreement could outline how the Council could provide additional support to the VCS organisation at a cost (e.g. Asbestos and Fire Safety compliance).

- 8.8 VCS organisations that complete a Community Asset Transfer may also be requested to produce an annual update on community benefit and continue to assist the Council in monitoring the benefit of asset transfer.
- 8.9 Should a situation arise where there are a number of interested parties in an asset that has been made available for transfer, the Council will aim to encourage collaboration. However, when this is not possible a competitive process will be used to decide the outcome and the successful organisation will become the Council's preferred partner in the transfer process.

APPENDIX 3

Matrix 1

Question	Yes	No	Comment
Is the building suitable for asset transfer?			
Is it a properly constituted organisation?			
Does the organisation have a sound business plan?			
Will the Council continue to deliver a service from the building?			
Does the use of the accommodation include commercial activity to generate profit?			

Matrix 2

Question	Category	Category	Category	Category	Category	Comment
How many groups will operate out of the building	1-2	3-5	6-10	more than 10		Max 20% Discount
How many groups are local to that area	1-2	3-5	6-10	more than 10		Max 20% Discount
Sectors of the community benefiting from use of the building	Ages 1-5	Ages 6-19	Ages 11-19	Age 20-50	Over 50+	Max 20% Discount
How many of the groups are run by volunteers	1-2	3-5	6-10	more than 10		Max 20% Discount
How many of the activities support the Council's priorities.(A row will be needed for each priority it supports and appropriate discount applied)	1-2	3-5	6-10	more than 10		Max 20% Discount

The Partnership Agreement

THIS PARTNERSHIP AGREEMENT IS MADE THE DAY OF
201

BETWEEN

THE BOROUGH COUNCIL OF GATESHEAD of Civic Centre, Regent Street,
Gateshead NE8 1HH (“the Council”)

and

XXXXXXXXXXXX, collectively known as the Trustees of XXXX (“the Trustees”)

Background

The Council and the Trustees have agreed to work together in partnership to ensure the [property] at [place] is maintained and developed for the community of [place].

To enable them to do this the Council has granted a lease of the property known as [place] to the Trustees on favourable terms.

In consideration of this, the Trustees have agreed that they will comply with their obligations set out in this Agreement to ensure the [property] is maintained and developed for the benefit of the community of [place].

Nothing within this Agreement is intended to create a legal partnership between the parties within the meaning of the Partnership Act 1890.

The Lease

1. This Agreement is a side agreement to the lease between The Borough Council of Gateshead and the Trustees of [Association/Club] and dated XXXX (“the lease”). Unless the context otherwise requires, the terms used in this Agreement shall have the same meaning given to them in the lease.
2. In cases of conflict between the terms of this Agreement and the Lease, the Agreement will take precedence.

The Trustees’ Obligations

3. The Trustees agree to:
 - a. Undergo an annual health check, where necessary, to be carried out by a Council Officer;
 - b. Ensure that they have adequate Health and Safety policies in place;

- c. Provide evidence that appropriate safeguarding policies for Children and Adults are adhered to in accordance with local policies, such as Gateshead Local Safeguarding Children's Board;
- d. Provide opportunities for sport and leisure activities and to advance and improve health;
- e. Provide opportunities to advance education, training and employment options;
- f. Provide volunteering opportunities by signing up to the Gateshead Volunteer Programme;
- g. Provide social community activities to benefit the people of Gateshead;
- h. Provide evidence of equal opportunity and community engagement;
- i. Comply with the terms of the lease.

The Agreement Period

- 4. This agreement shall commence on the date shown at the head of this Agreement ("the Commencement Date") and shall continue in force until such time as it is terminated in accordance with clauses 20 or 21.

Review and Variation

- 5. The parties shall hold a review meeting every 3 years from the Commencement Date ("the Review meeting"). The purpose of the Review Meeting will be to review and renew the development plan and outcomes and agree any changes that the parties feel are necessary.
- 6. Any changes made to this Agreement shall be by way of mutual consent and recorded in writing and signed by all parties.

Vision 2030

- 7. Both the Council and the Trustees each agree to adhere to the principles set out in the Council Plan 2015 – 2020 to help achieve the long term strategic outcomes in Vision 2030.

The Council is committed to working with the Gateshead Strategic Partnership to deliver Vision 2030 to create a thriving voluntary and community sector in Gateshead.

The Six Big Ideas are:

- i. **City of Gateshead** – Gateshead taking its place alongside other great cities in terms of design, growth, natural resources, people and culture.

- ii. **Global Gateshead** – Maximising opportunities to develop relations with international partners for local benefit and reward, and to recognise the Borough’s role in the international community.
- iii. **Creative Gateshead** – Investing in our heritage and our people, giving local people the chance to enjoy a variety of creative experiences and opportunities.
- iv. **Sustainable Gateshead** – Looking at how we live, travel, use resources and energy as well as how we ensure a sound economic future and an attractive environment for Gateshead.
- v. **Active and Healthy Gateshead** – Support and encourage people to take up opportunities to improve their health and lifestyle.
- vi. **Gateshead Volunteers** – Involving local people in their community in a way that benefits them and their community.

Priorities for the Council

- 8. As a partner in this agreement, the Trustees are encouraged to increase participation in sport and leisure activities which is a key priority of Gateshead’s Culture Strategy. The Strategy aims to deliver its vision through four key aims:
 - (i) Culture, creativity and high impact events;
 - (ii) Improving Health and well-being;
 - (iii) Creating capacity through volunteering;
 - (iv) Creating conditions for economic growth.

Monitoring and Evaluation

- 9. The Council will nominate a senior officer who will be responsible for the monitoring and review of the performance of the Trustees under this Agreement. It is recommended that the Council officer act in an advisory role to the Trustees’ management committee and attend committee meetings.
- 10. The Trustees shall keep records relating to the performance of its obligations in such form as the Council may from time to time specify and the Trustees shall provide regular copies of such records at specified intervals and when requested to do so by the Council.
- 11. As part of the checks and scrutiny of its ongoing performance on service provision, the Council is from time to time subject to inspection from the Government and other external Statutory Bodies. As a partner in delivering objectives the Trustees will be expected to be a part of this process and therefore must comply with all requirements of these inspection processes as a condition of this Agreement. The Council will co-ordinate this process, providing all the necessary support and assistance.
- 12. If the Trustees are not complying with their obligations under this agreement, the Council will notify the Trustees in writing. The Council must provide details

of how the Trustees are not complying with their obligations and give the Trustees a reasonable period of time to rectify matters satisfactorily.

Disputes

13. In the event of a dispute between the Council and the Trustees in relation to this agreement both parties shall seek to informally resolve the dispute.
14. If the Council and the Trustees cannot between themselves informally resolve such a dispute within 56 days, then either party may refer the matter to mediation.
15. The use of this procedure shall not prejudice the other rights and remedies of the parties under this agreement.

Termination

16. The Council may terminate this Agreement with immediate effect if:
 - (i) The Trustees commit a substantial, repeated or persistent breach of their obligations under this agreement and fail to remedy the breach; or
 - (ii) The Trustees fail to comply with the terms of the Lease, insofar as they are not contradictory with this Agreement.
17. This Agreement will terminate automatically upon termination (for whatever reason) of the Lease.

Communication

18. Any communication given under this agreement shall be in writing in the English language and delivered personally or sent by facsimile transmission or pre-paid first class recorded delivery to the address of the party as shown on this agreement or any other such address as either party may notify to the other in writing from time to time.
19. Any notice or other communication so sent will, subject to proof to the contrary, be deemed to have been received by the addressee on the second working day after the date of posting or on successful transmission or delivery as the case may be.

Assignment

20. Neither party may assign this agreement, in whole or in part, to any third party.

Statutory Obligations

21. Both parties shall at all times comply with all applicable laws and any consents, orders, notices or directions of any regulatory body (whether made against either party) in force from time to time.

Applicable Law

22. The Agreement will be governed by and construed in accordance with the laws of England and Wales.

Signatories to this Agreement

For and on behalf of the Council

Name:

.....

Position:

.....

Signed:

.....

The Trustees

Name:

.....

Signed:

.....

The Trustees

Name:

Signed: