

Communities Scrutiny Commission



Date: Tuesday, 26 April 2022

Time: 4.30 pm

Venue: The Council Chamber - City Hall, College Green, Bristol, BS1 5TR

Distribution:

Councillors: Henry Michallat (Vice-Chair), Martin Fodor (Chair), Amirah Cole, Barry Parsons, James Scott, Hibaq Jama, Emma Edwards, and Gary Hopkins.

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Date: Wednesday, 20th April 2022



Supplementary Agenda

12. Community Buildings, Community Asset Transfers, Community Facilities (open session papers)

(Pages 3 - 27)



Communities
Scrutiny Commission
26 April 2022



Report of: Patricia Barry, Interim Director of Property

Title: Community assets

Ward: All

Officer Presenting Report: John Bos

Contact Telephone Number: 0117 903 6440

Recommendations:

That the Communities Scrutiny Commission notes the report and comments on any aspects of how current practices can be used to better align with the needs of Bristol's communities and the One City Plan.

The significant issues in the report are:

The purpose of this report is to provide an overview of the use of Council-owned property assets to support voluntary, community and social enterprise (VCSE) organisations. It contains details of current policies, practices, the types of assets, and the role that community infrastructure can play in creating a fair, inclusive, and resilient city.

The appendices contain a list of Council-owned community assets, their value and how they are used, as well as some case studies and examples.



1. Summary

Council-owned community assets form an important part of the overall support of and investment in the many local communities that make up Bristol. Some of these assets are very visible and recognisable, and others are not at all obvious yet provide an important part of the infrastructure of Bristol. This report sets out the various types of community assets, the processes used to allocate and administer them, the organisations using them, the social outcomes that they provide, and how they differ from other asset-based initiatives. The report also outlines the current policy framework and looks at the effectiveness of the Council’s current approach.

2. Context

- 2.1 **Types of community assets:** A wide range of different assets is available to VCSE organisations, including plots of land for allotments, grazing land, sports, and a wide range of buildings used for community-based activities. Appendix D contains a summary of the various types of community assets and Appendix E shows a detailed list of the assets, the occupants, the use, and the size of the concession (difference between the estimated market rent and the actual rent paid). The types of assets have been categorised as:
- community centre / social club
 - children / young people / scouting
 - community sports & leisure
 - community arts
 - community parks / allotments / grazing
 - community offices
 - community housing / homelessness
 - other concessionary facilities & uses
- 2.2 **Rent:** The terms ‘concessionary lettings’ and ‘community assets’ are not synonymous. Not all lettings to VCSE organisations are at nil rent and not all concessionary lettings are for typical community assets. Some community assets are let at full market rent, others are let at a concessionary rent, or on other non-commercial terms. The total concessionary value of community assets is currently approximately £1,942,000 per year. In addition to these lettings, BCC also lets properties at a reduced rent for other reasons, eg because the tenant has paid a one-off sum upfront (a ‘premium’) or has agreed to carry out substantial repairs or alterations to the property. In some cases, a lease is granted at nil rent as part of a contract with BCC, eg to some care providers, to the operators of BCC’s leisure centres, and for some residential dwellings managed by registered social landlords, where BCC is entitled to nomination rights.
- 2.3 **Community Asset Transfer:** This is the transfer of land or buildings from the Council’s freehold ownership into the stewardship of VCSE organisations. BCC’s [CAT Policy](#) was adopted by Cabinet in 2010. The policy was developed after the Quirk Review, which formed part of the Government's drive to empower communities and which was reported in [‘Making Assets Work’](#) in 2007.
- 2.4 **Leases:** All CAT transactions in Bristol are in the form of a lease or tenancy. Leases are typically granted for a 2–10-year period, but longer leases for up to 35 years can be granted in cases where significant investment is likely to require a longer lease term. In exceptional cases, a lease longer than 35 years may be appropriate, if supported by a business case that demonstrates special circumstances or requirements from funders or lenders. CAT leases longer than 35 years

can only be approved by Cabinet and follow a different decision pathway. All CAT leases are created outside of the Statutory Protection of the Landlord & Tenant Act, so there is no right for the tenant to remain in occupation beyond the contractual lease term and no obligation on BCC to pay compensation in order to regain possession of the asset once the lease expires.

- 2.5 **Sale of freehold:** BCC does not transfer the freehold ownership of community assets to VCSE organisations. The lease provides a suitable mechanism for BCC to retain an element of control over the use of the asset, to ensure that it delivers social value and continues to deliver social outcomes for local communities in the long term. If the ownership of a property asset is sold to a VCSE organisation, this will always be at market value. BCC has previously offered some properties for sale by restricting the eligibility to VCSE organisations, who could then bid without having to compete with commercial bidders or property developers. Examples of this include 6 York Court, the St Agnes Park Lodge, and 6 West Street Old Market. This process is often suitable for properties that have been registered as an ‘Asset of Community Value’ (see 2.15 below) where a more level playing field enabled VCSE organisations to acquire the ownership of a strategic asset.
- 2.6 **Eligibility criteria:** The [CAT Policy](#) lists the types of organisations that can apply for CAT, the minimum criteria that applicants need to meet, and the details that should be included in the application. CAT is a discretionary process (there is no statutory right to CAT) and not all Council-owned assets are suitable or eligible. The core principles for each CAT lease are set out in the Policy (pages 3-5) and include:
- needs to generate social, economic, or environmental benefits
 - should directly benefit the people of Bristol; not for regional/national uses
 - must benefit as wide and diverse a range of local people as possible
 - community anchor organisations and community hubs will be prioritised
 - applicants must be properly constituted, governed, and managed
 - need to meet a recognised quality standard
 - should not duplicate existing services/facilities
 - must contribute to the One City Plan and BCC Corporate Plan
 - leases normally up to 10 or up to 35 years
 - length of lease term needs to be supported by the business plan
 - lease is 'contracted out' from the security of tenure provisions and linked to a Service Agreement
- 2.7 **pre-Visible:** CAT applicants are also asked to confirm how they meet a recognised, national quality standard that measures how well the organisation is set up, governed, managed and resources. BCC prefers the [pre-Visible standard](#), which was originally developed by Community Matters, but is also able to accept equivalent quality standards. The standard uses a checklist of 30 criteria that are essential for any well-managed charitable organisation. The applicant also needs to meet BCC’s [Baseline Standards](#).
- 2.8 **Application process:** BCC currently uses a two-stage process for CAT - Stage 1: expression of interest; Stage 2: evaluation of full business case and final decision. All requests for a community asset, including those from existing tenants who wish to renew their lease, will be considered under CAT and will follow the same decision pathway. A template for expressions of interest and a business plan checklist is available for applicants to use. For Stage 2, a site visit and/or meeting with the applicant is usually arranged prior to the submission of their business plan.

- 2.9 **Decision making process:** All decisions are made by the Council’s CAT Group, which consists of senior BCC officers and two Cabinet Members. The Group usually meets four times per year and the entire application and decision process can take from 4-6 months. Once a new CAT lease has been approved, the completion of the legal documents typically takes between 2-6 months. If the Stage 2 decision is to be taken by Cabinet, additional time is required.
- 2.10 **Historic lettings:** Prior to the CAT policy, BCC already had more than 120 concessionary lettings, all granted on different terms, some in excess of 100 years and some going back to the 1950s and 60s, but with very little control over their use. When existing concessionary leases come to an end, renewal will only be considered under CAT and all new lettings will be subject to the eligibility criteria and a Service Agreement. There are still a number of leases of community assets that were granted prior to 2010 and which fall within the statutory protection of the Landlord & Tenant Act 1954 Pt II. These may or may not meet current CAT criteria, but it is not possible for BCC to end or update these unilaterally. If the tenant wishes to surrender an old-style lease, an application for CAT can be made at any time. Some of these historic leases have expired and the tenants are ‘holding over’ – the provisions of the expired lease will continue to apply until either BCC or the tenant takes action to create a new lease. BCC currently does not have the resources to actively monitor this and the tenants’ compliance status.
- 2.11 **Service agreement:** Community asset leases granted before 2010 were freestanding, but all CAT leases are linked to a ‘service agreement’. A concessionary rent is only granted if the lease is linked to a service agreement. This provides a formally negotiated and enforceable contract, which enables BCC to specify social outcomes, and which seeks to increase utilisation and local accountability. The agreements contain a provision for annual monitoring and typically last for between 2-5 years. At the end of that period, if neither party takes steps to vary the agreed outcomes, the agreement will automatically renew for a similar period. In practice, the Property Team lacks the capacity to undertake annual monitoring of all service agreements; most monitoring is reactive and in response to specific concerns or allegations. Appendix A contains an example of a CAT service agreement.
- 2.12 **Social value:** In accordance with the [BCC Social Value Policy](#), decisions about property assets are subject to the Social Value principles. These should be applied in a way that enables the council to maximise economic, social, and environmental benefits for Bristol and its citizens. By linking a service agreement to a CAT lease, the Council can secure specific social value outcomes when it grants leases to VCSE organisations on concessionary terms. Measuring social value and taking this into consideration when making decisions on community assets is not yet an integral part of the CAT process. The alignment between the Social Value Toolkit and the CAT Policy is being reviewed; the Toolkit is under development and a [spreadsheet with BCC’s Social Value Measures](#) is regularly updated.
- 2.13 **Surplus properties:** When assets are no longer required for service delivery they will be declared surplus to the Council’s requirements and disposed of or redeveloped for alternative uses. Details of this process are set out in 'The Surplus Property Procedure', which is included on pages 31-32 of the [BCC Corporate Property Strategy](#) and is currently under review. A surplus asset is first considered for housing or homelessness purposes. If it is not requested for these uses, the asset’s availability for re-use is circulated to all Executive and Service Directors. Expressions of interest need to include a fully funded business case. If the asset is not required, it will be prepared for disposal on the open market. The circulation of surplus assets will be copied to the relevant ward councillors and the Executive Member. All decisions on disposals are made by the Estate Strategy Board, which meets monthly and is chaired by BCC’s Chief Executive.

- 2.14 **Meanwhile use:** Temporary use of vacant assets on a meanwhile basis can help property owners, VCSE organisations, and local communities. Properties awaiting redevelopment or sale can sometimes be used for a short period of time to help stimulate local economic activity, eg in high streets, or can create affordable workspace or creative/cultural spaces. Meanwhile use can improve security through onsite presence to prevent squatting and vandalism and can help prevent blight & flight. In spite of the general perception, very few Council-owned assets are actually void and available at any time, and even fewer of them are suitable for meanwhile use. Managing meanwhile uses and tenancy arrangements is labour intensive and not always successful. In the past, some VCSE organisations using BCC assets on a meanwhile basis have campaigned and lobbied heavily to be allowed to continue in occupation at the end of their agreement. In these circumstances, meanwhile uses that present a risk of delay to a sale or redevelopment, are often shunned by asset managers in favour of boarding-up. BCC would need to identify a dedicated resource to negotiate and manage if it wanted to encourage meanwhile use of vacant assets.
- 2.15 **Assets of Community Value:** The CAT process should not be confused with the separate process named 'Assets of Community Value', also known as the Community Right to Bid (CRtB), which is administered by the Estates Information Team. It is one of the 'community rights' introduced by the Localism Act 2011. The process seeks to give the local community an opportunity to bid to buy an asset that is being sold. The CRtB can apply to any eligible community asset, not just BCC-owned ones. It considers the "social wellbeing or cultural, recreational or sporting interests of the local community" and is triggered by the nomination of an asset by an eligible community group. Full details of the CRtB and the Register of Assets of Community Value can be found on [the BCC website](#). The Localism Act prescribes the criteria and process for nominations and listings that local authorities must follow, and BCC has no discretion in this. The inclusion of an asset on the Register can also be a material planning consideration. Although the CRtB is different from CAT, it can sometimes compliment it.
- 2.16 **Non-Council-owned community assets:** The majority of community assets in Bristol are owned by, or privately rented by VCSE organisations, including many places of worship and community-sports facilities. Only less than a third of community assets are under BCC control or ownership. Most of Bristol's multi-purpose community centres are Council-owned, which helps to ensure they remain affordable and open to all. There is currently no city-wide VCSE-led organisation that advocates for community assets, but [Voscur](#) provides general support and can signpost to specialist sources of advice and expertise. [Locality](#) also supports a network of community anchor organisations and through its 'Keep it Local' campaign.
- 2.17 **One-stop point for all BCC property enquiries:** The adoption of the BCC Corporate Property Strategy also introduced the Corporate Landlord model. This will ensure that all property transactions and decisions are centralised, together with resources, specialist expertise and budgets. Currently, all community asset issues are managed by a small team (2 FTE) within the Asset Strategy Team. A dedicated telephone number and email address for this are publicised on the website.
- 2.18 **MEES:** [Energy efficiency legislation](#) applies to most community assets in the same way to other non-domestic properties. The Minimum Energy Efficiency Standards (MEES) currently require an Energy Performance Certificate of Band E or better before a new lease can be granted. From April 2023, this requirement will also apply to existing leases, including community assets. More work needs to be done to determine what the impact and the cost of these regulations on BCC and on VCSE partners will be.

- 2.19 Learning:** A review of the CAT Policy and better alignment with the Social Value Policy is required, with the expectation that this will create a more strategic approach to balancing the needs of local communities and the Council’s finances and priorities, as;
- i. Some tenants have negotiated an early surrender of their lease with BCC, either because the organisation had decided to disband, or because it discovered that it could no longer meet its obligations, eg following a condition survey of the property that highlighted the need for urgent repair work.
 - ii. Others have gone into administration, or have suddenly stopped the active use of their community asset, or have neglected to repair and maintain it, resulting in closure. Reasons for this have included an unconventional management style, poor financial planning, weak governance, sudden loss of key personnel, lack of expertise, failure to designate adequate reserves, etc.
 - iii. Concessionary leases granted prior to CAT have very few control measures and are not capable of being terminated when the tenant’s use of the property changes or diminishes. New leases have changed significantly since the adoption of the CAT Policy in 2010, with greater emphasis placed on social/community value and monitoring these outcomes. The concept of linking a Service Agreement to a lease has had a big impact on the landlord/tenant relationship. It has created a simple to understand and administer accountability: social value outcomes are agreed for up to five years and then renegotiated periodically by both parties. Repeated breaches or non-compliance with the Service Agreement gives BCC the right to either charge the full market rent, or to end the lease early.
 - iv. The CAT process itself consists of two stages and takes time to complete. The minimum quality standards expected of a CAT tenant are sometimes perceived as too detailed or onerous, but most applicants discover that this is a valuable part of their due diligence work. It is very rare for projects not to proceed because they cannot develop a robust business plan or can’t achieve the pre-VISIBLE standard. The support that Voscur provides to organisations applying for CAT has been very useful. More support to VCSE organisations on specific topics, or areas of weakness, is necessary to help raise the competency of the sector and to secure better outcomes from CAT leases.
 - v. New, private sector led developments also have an important role to play in ensuring that community infrastructure keeps pace with Bristol’s growing population. This is particularly relevant for large, residential developments, where new community facilities should be provided as a condition of development. Local communities can influence this process and BCC should seek to ensure that all new development contributes.
 - vi. A VCSE Strategy Group was established in June 2020 to support the recovery of the sector but also realise the significant learning from the cross-sector teamwork and build a better future. [Designing A New Social Reality](#), a report by [Black South West Network](#) working with Locality and Voscur on behalf of the community and voluntary sector, forms the basis of a strategic plan for the city. It makes the case to:
 - keep increasing community access to community asset-ownership and facilitate the processes for community-led housing initiatives
 - prioritise community wealth building strategies, particularly for communities that face socio-economic disadvantage

A review will explore the potential for shared ambition with the sector and how we collaborate to build more resilient communities in the face of unprecedented challenge.

- vii. Trinity’s 100 Beacons report makes the case for a one city approach in support of the network of community buildings providing vital community infrastructure particularly in communities experiencing the greatest inequity.

3. Policy

The Council adopted a Community Asset Transfer Policy in 2010. The principles of the current Policy still apply, but the administrative and decision-making process has evolved gradually in recent years.

A review of the Policy is expected to be carried out during 2022-23. The areas that have been listed for review include:

- Community-led housing initiatives
- Relevance of CAT to large-scale infrastructure projects
- Condition surveys of all community assets and rationalisation of those in poor condition
- Can CAT have a positive impact on ‘cold spots’ and over-saturation?
- Sustained investment in and support of the competency of CAT tenants
- Periodic monitoring of lease conditions and service agreements to ensure obligations of the lease are being upheld, eg in relation to maintenance of the building or continuing delivery of the original service that was intended
- Models of community ownership and how they contribute to community building and resilience.

A copy of the current CAT Policy can be downloaded from the website at <https://www.bristol.gov.uk/cat>

4. Consultation

a) Internal

No formal consultation has taken place as part of producing this report, but it contains input from the Council’s Neighbourhoods & Communities Team.

b) External

Not applicable.

5. Public Sector Equality Duties

- 5a) Before making a decision, section 149 Equality Act 2010 requires that each decision-maker considers the need to promote equality for persons with the following “protected characteristics”: age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation. Each decision-maker must, therefore, have due regard to the need to:
 - i) Eliminate discrimination, harassment, victimisation and any other conduct prohibited under the Equality Act 2010.
 - ii) Advance equality of opportunity between persons who share a relevant protected

characteristic and those who do not share it. This involves having due regard, in particular, to the need to --

- remove or minimise disadvantage suffered by persons who share a relevant protected characteristic;
- take steps to meet the needs of persons who share a relevant protected characteristic that are different from the needs of people who do not share it (in relation to disabled people, this includes, in particular, steps to take account of disabled persons' disabilities);
- encourage persons who share a protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low.

- iii) Foster good relations between persons who share a relevant protected characteristic and those who do not share it. This involves having due regard, in particular, to the need to –
- tackle prejudice; and
 - promote understanding.

5b) This report is for information only.

Appendices:

- Appendix A: example of CAT Service Agreement
- Appendix B: list of CAT transactions completed between April 2017 - March 2022
- Appendix C: examples of successful CATs
- Appendix D: summary of community asset uses, types of assets, rental concessions

Exempt appendices:

- Appendix E: list of concessionary tenancies
- Appendix F: list of CAT applications currently in progress
- Appendix G: examples of unsuccessful CAT applications
- Appendix H: examples of failed CATs and suggested reasons for failure

LOCAL GOVERNMENT (ACCESS TO INFORMATION) ACT 1985

Background Papers:

None

DATED _____ 2022

THE CITY COUNCIL OF BRISTOL

-and-

[ORGANISATION]

SERVICE AGREEMENT

relating to

the provision of services at [address of premises]

EXAMPLE

This Agreement is dated the

day of

2022

MADE BETWEEN

- (1) The City Council of Bristol of City Hall College Green Bristol BS1 5TR (“the Council”);
and
- (2) [] (Charity Registration Number [] and
(Company Number []) whose registered address is at [] (“the Provider”),

A Recitals and Definitions

- A.1 This Agreement sets out the services the Provider agrees to provide, the terms on which the Provider will provide them and the basis on which the Council will make the Premises available to the Provider at the Reduced Rent.
- A.2 The Council’s Representative (“Link Officer”) is John Bos, Property Partner Neighbourhoods & Communities (john.bos@bristol.gov.uk tel 0117 903 6440) or such other officer of the Council as shall be notified from time to time in writing to the Provider.
- A.3 The Provider’s Representative is [] ([email address] [tel nr]) or such other person as shall be notified from time to time in writing by the Provider to the Council.
- A.4 The relevant Documents are
- This Agreement
 - The Lease
- A.5 The following words shall have the following meanings.
- Lease – means the Lease of even date herewith made between the (1) the Council and (2) the Provider
 - Premises – means the premises known as [] as defined by the Lease
 - Services – means the Services to be provided by the Provider as set out in this Agreement
 - Reduced Rent – means funding in kind at a rent which will be reduced during the term of this Agreement.
- A.6 “the Provider” includes the Provider’s directors, trustees, board members, employees, agents and contractors unless the context clearly indicates otherwise.
- A.7 Neither the Provider nor the Council will act as agent or partner of the other, nor incur any liability on the other’s behalf or in respect of the other’s debts or liabilities. The Provider must not use this Agreement to imply that the Council undertakes or accepts liability for the Provider’s debts or obligations to third parties.
- A.8 This Agreement is personal to the Provider and the benefit of the Agreement may not be transferred or assigned by the Provider to any other person or organisation.
- A.9 The core of this Agreement is that the Council is making the Premises available to the Provider for the purposes set out in this Agreement at the Reduced Rent provided the

Provider uses the Premises in accordance with the terms of this Agreement. If the Provider ceases so to use the Premises or does not comply with the terms of this Agreement, the Council may terminate this Agreement, in which case the Provider will immediately cease to be eligible for the Reduced Rent.

B Terms and Conditions

B.1. Context

B.1.1 The Council is granting the Lease to the Provider because among its policy priorities are the following and the Council consider that supporting the Provider by granting the Lease for the Provider's use will further them. These are therefore the Council's priorities for funding the Provider's provision of the Services:

- Providing a focus for local community activities
- Infrastructure support for local community and voluntary sector groups
- Promoting social and economic inclusion
- Providing innovation in local service provision

B.1.2 The Provider's core purpose, for which the Provider wishes to use the Premises is: as a [] ("the Core Purpose").

B.2 Conditions

B.2.1 The Provider must observe the following conditions (B.3 onwards). If the Provider does not, the Council may by notice require the Provider to do so.

B.2.2 If the Provider's failure to do so is serious, or if the Provider's failures are persistent or cumulative, the Council may terminate this Agreement. If the Provider breaks the Agreement or the Council terminate it, the Reduced Rent will end and the Council has the right to terminate the Lease.

B.2.3 The Council will normally give the Provider a written notice of a failure or failures that it regards as potentially grounds for termination, and state what it requires the Provider to do to avoid this. However, if a failure is serious, the Council may suspend this Agreement with immediate effect, which will result in the Reduced Rent ending immediately.

B.2.4 If the Provider ceases to use the Premises for its Core Purpose (as in B.1.2) or starts using the Premises for some other purpose not permitted by the terms of the Lease, the Council will normally regard that as a breach that is so serious and fundamental as to be irremediable and grounds for immediate termination.

B.2.5 The Provider will be permitted to retain all surplus income (being any income in excess of all operating costs and after setting aside reserves) received from rents and room hire or licence, but all these monies must be reinvested in and used for the operation, management, repair, maintenance, improvement, renovation or upgrading of the Premises in accordance with the Lease and/or payment of outgoings of the Premises and/or in the delivery of activities/services that benefit the local community and/or in accordance with the Provider's charitable activities as set out in its governing documents which are directly related to the Premises or carried on from the Premises

and must not be used to subsidise the Provider's activities elsewhere.

B.3 Financial and Managerial Conditions

- B.3.1 The Provider must use the Premises wholly and exclusively for the purposes set out in this Agreement and the Lease.
- B.3.2 The Provider must observe all the terms and conditions of the Lease.
- B.3.3 The Provider must monitor its provision of the Services in accordance with the Council's reasonable requirements and provide the Council's Link Officer, when requested by him/her, with a written report of these statistics at least annually.
- B.3.4 The Provider must not make any significant changes in the way it provides the Services or any changes in the way it runs its organisation that materially affect its provision of the Services without the Council's written consent. If the Provider proposes to make any significant changes in the way it provides the Services, or in what it does at the Premises, the Provider must tell the Council's Link Officer and be open and frank with him/her.
- B.3.5 The Provider must tell the Council of any material changes adversely affecting its finances, its key personnel, its Board or Management Committee, as the case may be, and of any proposals to change its constitution.
- B.3.6 At least annually during the term of this Agreement the Provider's Representative will, on request, meet with the Link Officer to review how effectively it has been delivering the Services, how the Council's priorities are being met, what the Provider's plans are for the forthcoming year and how the availability of the Premises will contribute to these.

B.4 Conditions relating to the Service and the Provider's responsibilities to Service Users

- B.4.1 The Provider must provide the Services in accordance with this Agreement, reliably and with the skill, diligence and care of competent and appropriately qualified staff able to provide the Services.
- B.4.2 The Provider must demonstrate:
- a commitment to service users by involving them in service development; and
 - a knowledge and understanding of the responsibilities for the protection of vulnerable service users.
- B.4.3 Where the Provider is providing personal services, advice or counselling and if it holds any personal information, the Provider must have and implement a written policy of confidentiality.

B.5 Equal Opportunities Conditions

- B.5.1 The Provider must have or develop within a time scale the Council has approved, an equal opportunities policy and programme for its implementation that is compatible with

the Council's own policies and practices, given practicable considerations concerning the size and nature of the Provider's organisation.

B.5.2 The Provider must take all reasonable steps in the provision of the Services and in any other of its activities:

B.5.2.1 to ensure that there is equality of access, use and involvement for everyone and that it does not discriminate directly or indirectly on grounds of race, disability, age, economic or social background, gender (including sexual orientation and transgender issues), HIV status, marital status, race, (including nationality, cultural or ethnic background) or religion, and observe all legislation relating to equalities; and

B.5.2.2 to consult service users about the Service, its organisation, management and service provision, and where possible to ensure that users are involved in helping manage, organise and develop activities at the Premises.

B.6 Employment Conditions

B.6.1 If the Provider employs staff and/or volunteers, the Provider must ensure that:

- it has Employers Liability insurance to at least the statutory minimum and that this covers volunteers as though they were employees;
- its employees may join or not join a Trade Union as they wish, and that it has appropriate disciplinary and grievance procedures in place which cover both paid staff and volunteers;
- it gives all staff a contract of employment and a job description;
- all its recruitment procedures are in line with its organisation's Equal Opportunities Policy; and
- it complies with all current employment law and can demonstrate good practice in that procedures are in place to deal with personnel matters.

B.7 General Conditions

B.7.1 The Provider must not seek to promote or oppose a political party.

B.7.2 The Provider must make available for the Council's inspection on request the minutes of meetings of its Board or Management Committee and User Group and let the Council's Representative, or anyone else the Council shall nominate, attend such meetings as observers.

B.7.3 The Provider must acknowledge that the Council funds it by the provision of Premises, in any literature or publicity and any information it provides to anyone relating to the Premises must mention that the Council provides them.

B.7.4 The Provider must hold during each financial year a properly organised and quorate Annual General Meeting and invite the Council's Representative to it.

B.7.5 The Provider must hold Public Liability Insurance to a minimum of £5M.

B.7.6 In addition to any specific requirements in the Lease, when using the Premises the Provider must comply with all legal requirements affecting the Premises or their use (including fire and safety regulations) and comply with the terms of any licences and permits obtained at all times;

B.7.7 If the Provider uses any vehicles

B.7.7.1 it must insure such vehicles fully comprehensively, covering damage to the vehicles, injury to the driver and any claims from third parties.

B.7.7.2 it must ensure that such vehicles are only driven by people who are licensed to do so, and who are within the scope of such insurance cover.

B.7.7.3 If the Council ask for it, The Provider must produce all insurance policies and receipts for the current year's premium or other such evidence.

B.7.7.4 All insurances must be taken out with a reputable insurer or underwriter.

B.7.8 The Provider must meet all health and safety regulations and requirements for employees, volunteers and members of the public engaged in the Premises, and be able to demonstrate that it can do so.

B.7.9 The Provider must meet the Baseline Standards adopted by the Council and which the Council expects all organisations which it funds by making Premises available to them on favourable terms to meet. Some of these standards are already incorporated into this Agreement, but the full list of Baseline Standards are attached as Appendix A to this Agreement.

C. Communication

C.1 Both the Council and the Provider will appoint a representative or contact person named on the front of this Agreement.

C.2 The Council's representative (Link Officer) will be the first point of contact and provide advice or information as appropriate and carry out monitoring visits.

C.3 The Provider's representative will undertake to keep the Council informed of any changes within the organisation affecting its service delivery, management functions or financial viability.

D. Services

D.1. The parties agree that this Agreement will contribute towards the delivery of these services in Bristol and the Premises may only be used for these purposes or in a way that is consistent with and furthers them. The Provider agrees to provide the following Services:

D.1.1 A welcoming, well managed community building, offering a range of different activities and services and opportunities for recreation, training and volunteering, involving a wide range of local people in activities leading to improved community engagement, community cohesion and civic pride,

that directly benefit the local community and the people of Bristol.

- D.1.2 The Premises will be available as a general community resource, eg by letting rooms and/or facilities to hirers on a sessional basis; the Premises will be available for community use for a minimum of 5 days per week, including at least 4 week days, between 09:00-21:00 hrs and at least one weekend day between 09:00-17:00 hrs, for a minimum of 48 weeks each year.
- D.1.3 The Provider will be responsible for all aspects of operating the Premises, including but not limited to the recruitment and support of staff/volunteers, health & safety, bookings and lettings, security, repairs and maintenance, insurance, all necessary policies and procedures, and all financial aspects.
- D.1.4 The Provider will service, develop and support a User Group, made up of regular users, tenants and occupants of the Premises; this Group will meet formally at least four times a year.
- D.1.5 The Provider will seek to maximise the use of the Premises, ensure that relevant parts of it are available as a general community resource when not in use for the Provider's own purposes, and achieve a balanced spread of different users and uses, in accordance with agreed local needs and in consultation with the User Group by keeping office uses to a minimum and letting rooms and/or facilities to hirers on a sessional or permanent basis and by encouraging the uptake of meeting room facilities.
- D.1.6 The Provider will publicise the availability of the Premises and its facilities to the local community and Bristol's Voluntary & Community Sector organisations; and will also publish hire rates and bookings procedures; the Provider is particularly encouraged to publish these details on the Internet in order to be accessible to as wide a range of potential new users as possible.
- D.1.7 The Provider will ensure that an effective and accessible booking system is in operation, that booking procedures and a tariff of charges are published and reviewed from time to time; charges for small, grass-roots community organisations should be nominal (sufficient to cover the Provider's costs and overheads) and not at a commercial rate; charges for other voluntary, community and social enterprise organisations should be reasonable and comparable with other community facilities locally.
- D.1.8 The Provider will maintain and where possible improve the visual status and accessibility of the Premises to ensure that it contributes positively to the local streetscape and environment and meets the Council's Environmental Access Standard.
- D.1.9 The Provider will develop partnerships with other relevant organisations to enable the most effective use of resources, to maximise the use of the Premises and to enhance the Premises as an asset to the community.

- D.1.10 The Provider will seek to increase the financial sustainability of the Premises and use its expertise and resources to make bids and applications for funding for the Premises, where necessary.
- D.1.11 The Provider will reinvest any surplus income from operating the Premises in improving the functionality, appearance and management of the Premises, or on its charitable activities; any surplus income will not be used for other premises, projects or services that are not directly associated with the Premises.
- D.1.12 The Provider will undertake a user satisfaction survey each year and publish the results.
- D.1.13 The Provider will offer the Council's Electoral Services Team (or equivalent successors) preferential treatment for booking the Premises as a Polling Station, at hire rates that are comparable to similar local venues, and will accommodate their reasonable requirements when renting or hiring the Premises to them.
- D.1.xx [further provisions may be relevant to a particular property/use and may be inserted here]

E. Duration of Agreement

- E.1 This Agreement will be for a term of [five] years. At least six months before the end of the [five] year period the Council shall review the targets set out in section D above and, if appropriate, these targets will be renegotiated to reflect the Council's priorities and policies, the needs of the local community and the Provider's core purposes.
- E.2 Subject to agreement being reached in respect of the targets referred to in E.1 above, this Agreement will be automatically renewed for a further [five] year period or such lesser period and on the same terms and conditions including this one, unless otherwise agreed between the parties.
- E.3 Where the parties either:
 - E.3.1 determine that the relevant Services do not require renegotiation pursuant to condition E.1; or
 - E.3.2 are unable to reach agreement in respect of the renegotiation of the Services pursuant to condition E.1,

then this Agreement shall automatically renew for a further five-year period based on the requirements set out in part D as at the date of the proposed renegotiation.

SIGNED by [_____]
on behalf of the Provider

Authorised Signatory

SIGNED by [
on behalf of the Provider

]

.....

Authorised Signatory

Signed by
for and on behalf of THE CITY
COUNCIL OF BRISTOL

.....
Authorised Signatory

EXAMPLE

Bristol City Council Baseline Standards

When commissioning from the voluntary and community sector (VCS) or awarding grants, the Council requires minimum standards to be met by VCS organisations. These are called baseline standards and are set out in the Baseline Standards for Voluntary, Community and Social Enterprise Organisations.

The Standards are revised from time to time and the most recent version can be found on the Council's website.

The current version may be downloaded from:

<https://www.bristol.gov.uk/documents/20182/35096/Baseline+Standards+-+Revised+April+18.pdf>

EXAMPLE

list of CAT transactions April 2017 - March 2022

completion	years	property name	property address	PropID	ended?
11/04/2017	until 31/3/2018	6 West Street	6 West Street St Philips Bristol BS2 0BH	5139	yes
11/04/2017	1	Malcolm X Community Centre	141 City Road St Pauls Bristol BS2 8YH	88059 and 392	yes
20/07/2017	35	Windmill Hill City Farm	Philip Street Bedminster Bristol BS3 4EA	9431	
20/07/2017	10	Filwood Community Centre	Barnstaple Road Knowle Bristol BS4 1JP	856	
15/08/2017	35	Stoke Bishop Village Hall	42 Stoke Hill Stoke Bishop Bristol BS9 1EX	5444	
31/08/2017	30	Easton Community Centre	Kilburn Street Easton Bristol BS5 6AW	8947	
05/09/2017	10	Ashton Vale Community Centre	Risdale Road Ashton Vale Bristol BS3 2QY	760	
15/09/2017	10	former Eastville Library	Muller Road Eastville Bristol BS5 6XP	324	
28/09/2017	3	Henbury & Brentry Community Centre	Machin Road Henbury Bristol BS10 7HG	4462	yes
17/10/2017	5	Beechwood Club	Beechwood Road Fishponds Bristol BS16 3TR	8280	
21/09/2017	25	11th Bristol Scout Group premises	Scout Hut Land Headley Lane Headley Park Bristol BS13 7QB	922	
13/12/2017	1.5	Jacob's Wells Baths	Former Dance Centre Jacobs Wells Road Clifton Bristol BS8 1DX	9110	yes
19/12/2017	25	Cotswold Community Centre	Dursley Road Shirehampton Bristol BS11 9XH	217	
11/01/2018	28	Meadow Vale Community Centre	Meadow Vale St George Bristol BS5 7RF	6262	
27/02/2018	1	Hartcliffe Community Park farm	Lampton Avenue Hartcliffe Bristol BS13 0QH	7892	yes
27/03/2018	28	Malcolm X Community Centre	141 City Road St Pauls Bristol BS2 8YH	88059 and 392	
24/04/2018	2	6 West Street	6 West Street St Philips Bristol BS2 0BH	5139	yes
06/06/2018	35	255th Bristol Scout Group premises	Land at Coronation Road / Southville Road Southville Bristol	6703	
16/07/2018	30	former Hillfields Youth Centre	Thicket Avenue Oldbury Court Bristol BS16 4EH	360	
21/08/2018	35	43rd Bristol Scout premises	Land At Kewstoke Road Stoke Bishop Bristol	288	
28/11/2018	25	St Paul's Adventure Playground	Thomas Street St Pauls Bristol BS2 9LL	4062	
18/01/2019	1	Jubilee Hall	Wedmore Vale Bedminster Bristol BS3 5HX	778	yes

20/02/2019	30	Felix Road Adventure Playground	Felix Road Easton Bristol BS5 0JW	4901	
05/03/2019	1	Hartcliffe Community Park farm	Lampton Avenue Hartcliffe Bristol BS13 0QH	7892	yes
21/03/2019	30	Avonmouth Community Centre & Library	257 Avonmouth Road Avonmouth Bristol BS11 9EN	69	
29/03/2019	15	The Ranch, Southmead Adventure Playground	Doncaster Road Southmead Bristol BS10 5PP	5402	yes
13/06/2019	35	former Hareclive Youth Centre	Moxham Drive Hartcliffe Bristol BS13 0HP	1033	
10/07/2019	35	Ardagh Community Facilities	The Ardagh, Horfield Common Kellaway Avenue Bristol BS6 7YL	139098	
30/09/2019	35	Docklands Youth Centre & St Paul's Settlement	72-80 City Road St Pauls Bristol BS2 8UH	10960	
21/01/2019	10	Jubilee Hall	Wedmore Vale Bedminster Bristol BS3 5HX	778	
14/01/2021	5	Lawrence Weston Youth Centre	Long Cross Lawrence Weston Bristol BS11 0RX	72	
11/05/2021	3 + 35	The Coach House	2 Upper York Street St Pauls Bristol BS2 8QN	9167	
17/05/2021	30	Oldbury Court Out Of School Club And Community	Delabere Avenue Oldbury Court Bristol BS16 2ND	280	
19/09/2021	10	Knowle Community Centre	Crossways Road Knowle Bristol BS4 2SS	797	
18/11/2021	10	Henbury & Brentry Community Centre	Machin Road Henbury Bristol BS10 7HG	4462	
17/12/2021	15	Sea Cadets Avonquay	6/7/8 Old Dock Cottages and Deal Cottage, Merchants Road, Hotwells, Bristol BS1 6XL	634	
22/12/2021	1	St Anne's House community facility	St Annes House, St Annes Road, St Annes Park, Bristol BS4 4AB	9092	
03/02/2022	5	Hartcliffe City Farm	Lampton Avenue Hartcliffe Bristol BS13 0QH	7892	
08/02/2022	35	Shirehampton Public Hall & Library	32 Station Road Shirehampton Bristol BS11 9TU	222	
01/03/2022	25	Filwood Community Centre	Barnstaple Road Knowle Bristol BS4 1JP	856	
31/03/2022	35	The Ranch, Southmead Adventure Playground	Doncaster Road Southmead Bristol BS10 5PP	5402	

Examples of successful ‘community asset transfers’

The following examples are of BCC-owned assets that have been leased to VCSE organisations on a concessionary basis, where the grant of a CAT lease has prevented the asset from closing down, or has enabled the tenant to attract substantial investment.

1. Redcatch Community Centre

Lease: 20 years, granted in 2015, at a peppercorn rent.

[Redcatch Community Centre](#) is a compact, single storey building on the edge of Redcatch Park. The building was first used as a day centre for older people, which closed after attendance figures dropped. It consists of a medium-sized hall, a stage, state-of-the-art AV equipment, a well-appointed kitchen, modern toilets, and a small garden. The property was saved from demolition when a lease was first granted to the newly formed Redcatch Community Association in 1992.

Its success is largely down to a group of dedicated, regular volunteers (no paid staff) who are experienced, pro-active and who work hard to keep this a well-maintained and attractive community venue. In 2009, it was voted the ‘Bristol Community Venue of the Year’ by Voscur.



The building is home to a wide range of regular events and activities, but is also available for one-off hire by individuals, local groups, and commercial hirers. Despite having one of the lowest hire rates in Bristol, the Centre generates enough income to cover all its costs – it does not rely on regular grants or BCC support.

The management committee has used its experience and contacts to attract corporate support, money from planning obligations, and some one-off grants. Over a 10-year period, the organisation has completely refurbished every space in the building and has invested in energy-saving lighting, doors, windows, and equipment.

2. Campus Pool

Lease: 25 years at a peppercorn rent, granted in 2015.



[Purpose-built indoor concrete skatepark](#) constructed in the disused Bishopsworth swimming pool with approx 1,000m² internal floorspace.

After the municipal swimming pool closed, the Dundry View Neighbourhood Partnership formed a steering group to explore the future of the site. Options included re-use as a community-managed pool, housing, a landscaped garden, and other community uses. The steering group prioritised the needs of young people and selected a proposal to convert the building into an indoor skate park. The immediate saving to BCC was £80K (the estimated cost of demolition).

The tenant, [Campus Skateparks CIC](#), has created a large, state-of-the art all-weather skate park, a community café, skate shop, and community meeting room facilities. The carpark and the grassed areas around the building have the potential to be used for a market, carparking, art installations, community food growing and a war memorial.

All surplus income is re-invested to constantly upgrade the facilities and to deliver a unique, much-loved youth service for children and young people from all over Bristol. Campus Pool runs a skate club, skateboard tuition, and the cafe is a favourite local meeting point and community engagement tool.

3. The Ardagh

Lease: 35 years, at a reduced rent, with profit share, granted in 2019.

The Ardagh is a unique space, accessible to the whole community, that brings much-needed regeneration to one of North Bristol's best loved facilities. It consists of a 14,000m² community-managed sports & leisure facility, set in the heart of Horfield Common, and provides tennis and multi-sports courts, a recently refurbished pavilion building with café and public toilets, public gardens, and employment and volunteering opportunities.

The Friends of Horfield Common originally set up a mobile café, which was an instant hit with the thousands of dog walkers, tennis players, and local residents visiting the Common for leisure and recreation each week. The Council-run pavilion building with changing rooms and toilets was in poor condition and urgently required substantial investment to make it fit-for-purpose and to save it for the next generation.

The grant of a long lease to the [Ardagh Community Trust](#) helped to lever in more than £300K of capital grants and loans. A large and very determined team of volunteers, led by a small, experienced team of trustees, refurbished the dilapidated pavilion and created a brand new café and community facility.

Since the Ardagh was handed over, the Trust has transformed it from a neglected, tired-looking site into a thriving community hub, growing most of its own plants, hiring out the sports courts, and hosting a range of different activities, including a forest school, a repair café, arts & crafts workshops, community meeting room, etc.



Breakdown of concessionary tenancies

All details are taken from the most recent extract from the BCC Property Database (March 2022) and are listed in the exempt appendix E.

1. This list contains 304 different assets that are leased on a concessionary or nil rent basis, or that are leased on open market terms to VCSE organisations.
2. Not all the listed assets are 'concessionary tenancies', even if the rent is nil, and not all listed assets are leased to VCSE organisations.
3. The 'community assets' on the list fall into the following broad categories:
 - children /young people / scouting: 64 assets
 - community sports & leisure: 62 assets
 - other concessionary facilities & uses: 48 assets
 - community centre / social club: 47 assets
 - community housing / homelessness: 43 assets
 - community parks / allotments / grazing: 22 assets
 - community arts: 9 assets
 - community offices: 9 assets
4. The BCC Property Database only records the actual rent paid by the tenant, not the current market rent. This is the reason why the market rent is not known for all assets on the list, as the regular review of market rents is very time-consuming.
5. The market rent is an estimated rent per year, based on the current use type and other relevant information that is available to our valuer.
6. The market rent is known for most of the 'community centre' type premises, but not for the housing/homelessness assets, nor for leases of leisure centres, nor for assets with a very long lease.
7. The 205 assets for which the current market rent is known have a total annual rental value of £2,239,512.
8. The actual rent paid by concessionary tenants is £316,622 per annum.
9. The annual value of the total rental concession is £1,941,647.
10. If a market rent were available for all listed assets, the total value of the concession is estimated to be well in excess of £2M pa.
11. The 7 largest concessions are in excess of £50,000 pa each - they amount to £572,749 and represent almost 30% of the total:
 - SS Great Britain (£165,000)
 - South Bristol Sports Centre (£75,000)
 - St Paul's Learning Centre (£71,000)
 - Coach House (£69,700)
 - Greenway Centre (£68,499)
 - Ujima House (£65,000)
 - Trinity Centre (£58,550)

12. The rest of the assets each have a concessionary value of less than £50,000 pa, broken down as follows:

- 155 are below £10K (total £430,784)
- 25 are £10K - £24K (total £384,154)
- 18 are £25K - £50K (total £553,960)

Other financial considerations in relation to concessionary lettings:

- a) BCC-owned community assets are not directly funded or supported (apart from the rent concession). The tenants are responsible for all property-related costs, including repairs, maintenance, insurance, utilities, and all other running costs.
- b) Discretionary business rate relief is awarded, on application, to a limited number of properties occupied by qualifying third sector organisations. Separate eligibility criteria apply. Although this is different from a concessionary rent, it is an extra element of BCC's support of and investment in the VCSE sector.
- c) Some concessionary tenants also receive a grant or have a service contract with BCC. Examples of these include the leases of leisure centres, most of which are at a concessionary rent – this is part of the service contract that BCC has with the leisure operators.
- d) In sharp contrast to other local authorities, Bristol only has a very small annual budget for 'community buildings' – less than £30,000. This only covers the direct liabilities BCC has for certain types of expenditure for a small number of community assets, eg some repairs/maintenance, insurance, utility costs.
- e) Compared to many other local authorities, Bristol only has a very small team that administers community assets (2 FTE). This is part of the Asset Strategy Team in Property Services. The Community Right to Bid is administered by the Estates Information Team in Property Services.