

Committee	Safer Stronger Communities Select Committee	Item no	6
Title	Equalities issues and the use of Community Premises		
Wards	All		
Contributors	Community Sector Unit Service Manager		
Class	Part 1	Date	27 th November 2012

1. Purpose of the paper

Members requested information on how the Council ensures that when community premises are let to outside bodies the activities provided by those bodies are accessible to all members of Lewisham's community .

2. Recommendations

The committee is recommended to consider the information presented in this paper

3. Policy Context

3.1 The Equality Act 2010 has replaced the previous anti-discrimination laws with a single Act and includes a new public sector equality duty replacing the separate public sector equality duties relating to race, disability and gender, and covering age, sexual orientation, religion or belief, pregnancy and maternity and gender reassignment more fully. The equality duty consists of a general duty, which states that public bodies must have due regards to the need to:

- Eliminate unlawful discrimination, harassment and victimisation;
- Advance equality of opportunity between different groups; and
- Foster good relations between different groups.

3.2 The Council supports a range of initiatives and organisations that support the delivery of the equality duty and Lewisham's priorities in the area of Equalities and Human Rights. This includes both directly delivered programmes such as the Young Mayor's scheme as well as grant aided organisations such as Lewisham Disability Coalition, Lewisham Ethnic Minority Partnership and faith-based organisations.

3.3 The Council also works with the sector to ensure that the diversity of organisations are tackling potential areas of discrimination. Within this

context the Council has a duty to ensure that those organisations using premises within its portfolio are accessible to everyone.

4 Background

- 4.1 Within the Council's portfolio of premises, there are a number of community centres which provide a meeting place for local communities to engage in social, educational, economic and neighbourhood involvement activities. They provide a mixture of office space and meeting space for local organisations.
- 4.2 The centres are managed in two ways, some are directly managed by the Council and some are managed via a Premises Management Committee (PMC). For those centres directly managed through the premises team within Community Services Directorate, organisations that hire space for either regular usage or sessional use must sign up to the Rules of Use for Premises (see Appendix A) as part of their hiring agreement.
- 4.3 Those centres that are managed through local Premises Management Committees operate under a management agreement between the PMC and the Council (agreement attached as Appendix B)

5. Equalities Issues

- 5.1 Each of the agreements signed by organisations include a section about equality and diversity. In the Rules (Appendix A), Section 6 states that :

"6. Equality and Diversity

- a) *No activity shall be carried out on the premises which, in the opinion of Lewisham council, contravenes (directly or indirectly) the Equality Act 2010 or any other issue identified by Lewisham Council's Equality Policy. This will include ensuring equal access to people falling under the protected characteristics identified within the Equality Act 2010.*
 - b) *There shall be co-operation with Lewisham Council in obtaining details of the equality profile of the users of the activity."*
- 5.2 For the PMCs, the agreement (paragraph 4.7) states that they should adopt and use the Council's hire agreement (Appendix A) for all sessional hire of the premises. If they have their own agreement, this must be agreed with the Council and would need to include and equalities section.
 - 5.3 Compliance is monitored on an annual basis though requesting a breakdown of equalities information on users of the centres.



RULES OF USE FOR PREMISES

Name of Premises:

Address of Premises :

1. Facilities hired:

Communal areas such as toilet/s, kitchen entrances, garden shall be shared. Access to tables, chairs, cooker, fridge, water boilers and other such appliances as provided by Lewisham Council. Use of the premises and its facilities is subject to the hirers accepting responsibility for returning furniture and equipment to their positions.

2. Maximum Capacity

Maximum shall be persons. ON NO ACCOUNT SHALL THIS BE EXCEEDED.

3. Hours of Opening

The premises are available for use between the hours of 9am (09:00hrs). and 11pm (23:00hrs) Monday - Saturday and 9am (09:00hrs) and 10.30pm (22:30hrs) on Sundays. (NO EXTENSIONS SHALL BE GRANTED), excluding all Bank/Public Holidays, when the buildings are not open to any user. Use of the premises on Bank/Public Holidays must be made by prior separate arrangement.

4. Nuisance

- a) No litter shall be left on or about the premises that is likely to cause an environmental concern and nuisance to local residents.
- b) No animals shall be permitted on the premises other than trained guide dogs accompanying blind persons.
- c) No activity shall be carried out on the premises which, in the opinion of Lewisham Council, could be regarded as obscene or which contravenes the Race Relations or Sex Discrimination Acts or which contravenes Lewisham Council's Equal Opportunities Policy.
- d) The activity of users shall not generate a level of noise (on arrival or at departure) likely to cause persistent discomfort to nearby residents.

All noise (including music) should be kept within the level set by the local authority's environmental health department.

Music or amplified sound should not be played on the premises after 11.00 (23:00hrs) – Monday to Saturday and 10.30pm (22:30hrs) – Sundays.

- e) Users shall not park their vehicles in a way likely to cause a nuisance to local residents.

5. Conduct

No activity shall be carried out on the premises which, in the opinion of Lewisham Council, could be regarded as obscene, causes offence, compromises the safeguarding of children/young people and vulnerable adults, or cause disruption to other persons using the premises. A code of conduct will also form a part of this hiring contract/agreement.

6. Equality and Diversity

- c) No activity shall be carried out on the premises which, in the opinion of Lewisham Council, contravenes (directly or indirectly) the Equality Act 2010 or any other issue identified by Lewisham Council's Equality Policy. This will include ensuring equal access to people falling under the protected characteristics identified within the Equality Act 2010.
- d) There shall be co-operation with Lewisham Council in obtaining details of the equality profile of the users of the activity.

7. Health and Safety

The hirer must act in accordance with current health and safety regulations when carrying out its activity. If you are an employer you have a duty of care to protect the health, safety and welfare of your employees as well as anyone who may be affected by your business's activity when using the premises. All safety information, instructions, guidance and notices issued by Lewisham Council must be followed at all times.

8. Fire Safety

The 'responsible person' shall be the stated hirer which is the person who has control of the premises and persons in connection with carrying out its activity. All hirers must act in accordance with current fire safety regulation at all times.

Take measures to reduce and mitigate the risk and spread of fire on the premises.

Fire exits, fire exit routes and all means of escape must be used safely and kept free from any obstructions at all times.

Fire evacuation (drills) should be carried out every six months.

Internal fire doors are to be kept closed at all times.

Fire fighting appliances must be kept in their proper places, only used by their proper

purposes and must not be damaged in any way.

The means for detecting or warning of fire such as fire alarms or smoke detectors must not be damaged in any way.

Items of equipment and combustible materials must be stored safely, kept to a minimum with unwanted items disposed of periodically.

Be aware and follow all emergency procedures concerning 'action to be taken in the event of fire' on the premises.

Instruct employees and organisers of the activity in fire safety.

9. Safety Regulations

All conditions and regulations imposed by Fire, Police or other relevant authorities in relation to the premises shall be strictly observed. Nothing shall be done which will endanger the users of the premises or compromise the policies of insurance relating to it or its contents. In particular:

Obstructions must not be placed in passages leading to exits.

Fire-fighting appliances shall be kept in their proper places and only used for their proper purposes.

Particular attention **should also be paid to paragraphs 15 to 20 inclusive** of the Standard Conditions of Hire.

10. Cleaning

Use of the premises and its facilities is subject to hirers accepting responsibility for returning furniture and equipment to their positions prior to use & for securing doors & windows as directed by the Community Involvement Officer or other authorised Lewisham Council employee. **ALL USERS SHALL LEAVE THE PREMISES IN A CLEAN AND TIDY CONDITION, ALTHOUGH THIS APPLIES ONLY TO REMOVING RUBBISH, SWEEPING FLOORS & WIPING KITCHEN SURFACES. ALL OTHER CLEANING WILL BE CARRIED OUT BY STAFF OF LEWISHAM COUNCIL AT NO EXTRA CHARGE.** Users failing to meet these conditions may forfeit their deposit.

11. Security

- a) All hirers are to ensure that all doors, windows, external gates (including those to a designated car parks), security shutters, access and egress points to the premises are secured as directed by the Community Sector Unit.
- b) Keyholders: No keys, security devices or security passwords are to be passed on to individuals other than the named hirer without expressed consent of Lewisham Council.
- c) Non keyholders: All hirers should not leave the premises until the caretaker/premises officer attends site to secure the premises.

d) It is a requirement for all hirers to assess risk and take appropriate measures to control admittance to the premises.

12. Good Housekeeping

Use of the premises and its facilities is subject to the hirers accepting responsibility for keeping the premises in good order at all times whilst carrying out its activity; this includes any designated storage areas (whereby an inventory may be requested).

13. Alcoholic drinks, etc.

No excisable liquors (e.g. beers, wines and spirits) or cigarettes or tobacco may be sold or offered for sale on these premises.

14. Betting, Gaming and Lotteries

Nothing shall be done on, or in relation to, the premises in contravention of the law as it relates to betting, gaming and lotteries. Persons responsible for activities held on these premises shall ensure that such laws are strictly observed.

15. Entertainment

No musical entertainment (involving charging entrance fees) shall be carried out on the premises.

16. Public announcements

No publicity or advertisement shall be made of the proposed function until the application is accepted.

17. Loss of Property

Lewisham Council cannot accept responsibility for damage, loss or theft of users' property.

18. Storage

The permission of Lewisham Council must be obtained before hirers' goods or equipment are left or stored on the premises. These must not be stored in ways which prevent other users from fulfilling the purposes of their hirings as specified in their agreements with Lewisham Council or in such a way as to constitute a Health & Safety hazard.

19. Applying to use the premises

Applications shall be made to the Community Sector Unit (Tel: 0208 314 9061).

Lewisham Council reserves the right to refuse an application if the intended use contravenes Lewisham Council policies in operation at the time or exceeds the scope of the planning permission for these premises (e.g. trading activities and pay parties).

Lewisham Council reserves the right to cancel bookings when the premises are required for use as a Polling Station or Public Meeting or are unfit for the intended use.

Lewisham Council reserves the right to cancel a booking if it reasonably believes that these Rules or the Conditions of Hire will be broken by the Hirer or by persons associated with the Hirer.

If the booking is cancelled under paragraphs 19 then any fee(s) already paid by the applicant will be returned.

Lewisham council reserves the right to allow the use of other parts of the premises during the period of hire and to allow for use of all communal areas - by prior arrangement with the hirer.

20. Payments

A deposit of £150.00 shall secure a provisional booking. This to be paid within 10 days of receipt of invoice

First payment of fees must be received fourteen (14) days before the date of the first session of use. The return of the deposit should be within four (4) weeks of the last session of use.

Lewisham Council reserves the right to withhold all, or part, of the deposit if any of the stated rules or conditions of hire are contravened.

The costs of your booking will be covered, entirely, by the hiring fee and returnable deposit, unless the cost of repair should exceed the returnable deposit (see paragraph 11 of Standard Conditions). No other payments should be made to any Lewisham Council employee in connection with the booking.

On confirming a booking, arrangements will be made for an invoice to be issued by Lewisham Council's Finance Directorate. No payments shall be made until such invoices have been received. Invoices shall be paid in one of the four ways described on the invoice and IN NO OTHER WAY.

Its important that invoices are paid on time and in accordance with the invoice terms. If you do not pay your invoices or fail to contact the Council to either discuss payment or to dispute the invoice, then the Council will take action to recover the debt from you. If despite reminder notices you do not make payment or have not contacted the Council, your account may be referred to Debt Collection Agents, or external bailiffs for collection. If this happens you will incur additional costs. The Council may also take legal action to recover the outstanding amount, and if a claim is issued in the County Court the Council will seek interest at 8%.

21. Termination of Hiring Agreement

In the event that the hirer breaches any of the Rules of Use or Conditions of Hire and particularly if they breach any Safety Regulations, then the Council shall be entitled to terminate the whole of the Agreement, with immediate effect, by serving a Notice of Termination on the hirer. In the event that the Council serves such a notice then the hirer shall be entitled to either the return of the hiring fees paid in advance of any cancelled sessions, or such part of these fees as the Council considers reasonable bearing in mind the particular reasons for the serving of the Notice. This may, in what the Council considers to be

serious cases, lead to the withholding of fees by the Council, following the termination of the Agreement.

The Council reserves the right to cancel this Agreement should its financial position make it unable to operate the facilities to which these Rules relate

Any hirer who is dissatisfied with the termination of the Agreement may appeal, within 5 working days of service of the Notice, to the Head of Community Sector or her/his nominee.

22. Cancellations of the hire agreement

In the event that the hirer intends to cancel the hire agreement, one months notice should be applied. This should be in writing stating the reasons why the agreement should come to an end. All outstanding hirer fees must be paid in full and the hirer shall receive confirmation in writing from Lewisham Council that the hire contract has come to an end.

23. Variations and additional terms of use

No variations or amendments to the rules shall be valid unless they are in writing and signed by one or both of the hirers stated in the application.

From time to time, the council may introduce additional terms as a part of the hire agreement.

THIS MANAGEMENT AGREEMENT is made the XXXXXXXXXXXXXXXX 20xx

BETWEEN

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LEWISHAM of
Lewisham Town Hall, Catford, SE6 4RU (“the Council”)

AND XXXXXXXXXXXXXXXXXXXX

(“the Association”) acting by its duly authorised Officers

IT IS AGREED as follows:

1. Definitions

In this Agreement the following words and phrases shall have these meanings:

- 1.1. “the Commencement Date” shall mean the 21 June 2006
- 1.2. “the Constitution” shall mean the Constitution of the Association together with such amendments as may from time to time apply
- 1.3. “the Financial Year” shall mean the period of 12 months commencing 1st April in any calendar year
- 1.4. “the Officers” shall mean the Chair, Vice-Chair, Secretary and Treasurer for the time being of the Association
- 1.5. “the PMC” shall mean the Premises Management Committee appointed by the Association from time to time in accordance with the Constitution
- 1.6. “the Premises” shall mean XXXXXXXXXXXXXXXX

2. *Management of the Premises*

- 2.1. In consideration of the Council hereby granting to the Association a Licence to use and manage the Premises the Association hereby agrees to manage the Premises from the Commencement Date in accordance with this Agreement. This licence is non-exclusive and is granted for the purposes of and to the extent only necessary for the Association to carry out its management functions under this Agreement
- 2.2. The Association shall use and manage the premises in accordance with its Constitution and this Agreement and in particular shall appoint a PMC to exercise the day to day management and control functions on behalf of the Association and shall ensure that any rights, duties, liabilities or obligations of

the Association under this Agreement delegated to the PMC are properly and effectively carried out

2.3. It is hereby agreed and acknowledged that the Licence hereby granted by the Council to the Association does not create any tenancy or any relationship of Landlord and Tenant (under the Landlord and Tenant Act 1954 or otherwise)

3. *Powers of the PMC*

The Association shall delegate to the PMC (without prejudice to its general power to delegate) the following functions in connection with the management of the premises: -

- 3.1. the sessional hire of the Premises from time to time for private, social or community purposes and to Members of the Association
- 3.2. the management of the Premises for the promotion and organisation of social and community events and their use by the Association for guests or members of other clubs and for such other functions and purposes to enable the Association to fulfill its objects set out in the Constitution
- 3.3. the responsibility for the care, minor repair and maintenance of the interior of the premises including internal decoration at least every seven years
- 3.4. the responsibility for ensuring proper financial controls over the income and expenditure in respect of the management of premises
- 3.5. the appointment, employment and control of any staff as it considers appropriate to perform its obligations under this Agreement

4. *The Association's Covenants*

The Association covenants with the Council as follows:-

Finance and Income

- 4.1. To keep proper financial records and books of accounts and comply with such financial or auditing requirements as the Council may from time to time require
- 4.2. To prepare an annual report and properly audited accounts for each financial year ending 31st March and submit the report and accounts to the Head of the Community Sector Unit of the Council by not later than the 31st August next following
- 4.3. To submit estimates of the proposed income and expenditure for the next financial year to the Head of the Community Sector Unit of the Council by not later than 31st August in the preceding year
- 4.4. To apply any surplus of income over expenditure and also the proceeds of any fund raising activities only for the objects of the Association, its activities or in the improvement of the Premises or its contents and to meet any excess expenditure over income in any financial year first from any accumulated revenue balance and then as a first charge on any income (excluding Council grant) in the next financial year
- 4.5. The Association shall be responsible for paying the rates of the building and all financial outgoings relating to its use.

Conduct and Use of the Premises

- 4.6. To ensure that the members of the Association their guests and members of visiting clubs shall not use the premises except between the hours of 8am and ____ pm on Sundays to Fridays inclusive and between the hours of 8am and ____ pm on Saturdays without the prior written consent of the Council and to ensure that all meetings and functions at the Premises are conducted in such a manner so as to cause no nuisance, annoyance or inconvenience to residents in the locality and in particular to ensure that there should be no excessive noise
- 4.7. To adopt and use the Council's Standard Hire Agreement for the sessional hire of the Premises to external parties (in accordance with Clause 3.1 above) or to use only a hire agreement previously approved by the Council in writing

Repairs, Maintenance and Health & Safety

- 4.8. To ensure the proper cleaning, caretaking, repair and maintenance of the interior of the Premises and the grounds within the boundaries, including opening and closing at the prescribed times
- 4.9. To repair or pay to the Council the cost of repairing all damage caused to the Premises by the act or default of the Association, its members or guests
- 4.10. To ensure that fire appliances and other safety and security equipment are in position and in proper working order and to notify the Council immediately of any apparent defect. The Association shall ensure that emergency exits remain unobstructed at all times
- 4.11. Not to carry out any adaptations or alterations (save only decoration) without the prior written consent of the Council
- 4.12. To prepare and maintain an inventory of furniture and equipment provided by the Council at the Premises, keep the furniture and equipment in good repair and condition properly maintained and at the Association's own expense, to replace such furniture or equipment lost or damaged and to return to the Council at the termination of this Agreement all such furniture and equipment in the same condition as at the Commencement Date, fair wear and tear excepted
- 4.13. To complete every six months (or as determined by the Council) the Health and Safety Buildings Checklist provided by the Council, as amended from time to time, and to attend to the works specified and effect any repairs as required to the reasonable satisfaction of the Council
- 4.14. To take full steps to make sure that all of the Association's staff and any contractors servants and agents are suitable to be employed in or otherwise engaged by the Association or at the Premises, including making checks and inquiries; and in particular to make sure that any possibility of financial irregularities, violence, improper conduct with children or adults or other criminal activity or convictions is avoided
- 4.15. To provide appropriate supervision to all contractors at the Premises at all times
- 4.16. To sign the Council's Health and Safety Policy (in the form annexed hereto) and to adhere to, follow and comply with the terms provisions and requirements of the said policy

- 4.17. That it has received a copy of and that it will comply with and implement policies consistent with the Health and Safety Guide published and distributed by the Council's Community Sector Unit
- 4.18. Notwithstanding Clause 6.1 and 6.2 below, to ensure that all necessary licences, permits and authorities are obtained by the Association and/or the users of the Premises

Insurance and Indemnities

- 4.19. To properly insure itself against liability claims from the public and other third parties and insure the contents of the premises in such sums and for such risks as the Council may require, to arrange Employer's liability insurance where staff are employed and to obtain personal accident insurance for their members and staff
- 4.20. To save and keep indemnified the Council and its agents and officers against all actions, claims, demands, costs and expenses which may be brought or made against them or incurred by them in consequence or arising out of the use of the premises by the Association, its members, guests or licencees howsoever caused but in particular caused by or arising from breaches of the terms of this Agreement by the Association
- 4.21. To ensure that external parties to whom the premises are hired (in accordance with Clause 3.1 above) have public liability insurance

5. The Council's Covenants

The Council covenants with the Association as follows:-

- 5.1. To pay the Association such funding grant, if any, as may be determined by the Council ("the Grant")
- 5.2. To determine the level of the Grant payable to the Association after considering the accounts and estimates of the Association and any other relevant considerations relating to the management and use of the building and to do so prior to 1st January in the preceding financial year.
- 5.3. To assess the Grant for the following financial year on an assumed level of income of the Association (excluding the grant income due from the Council) which will include income based on a model level of charges laid down by the Council
- 5.4. To repair and maintain the structure and exterior of the Premises, to decorate the exterior of the Premises in accordance with the normal cyclical programme and to carry out grant-aided major works to the interior
- 5.5. To insure the premises on a reinstatement basis against the risk of fire, lighting, explosion, aircraft, impact and politically motivated malicious damage

6. Mutual Covenants

The Parties further agrees as follows:-

- 6.1. No intoxicating liquor shall be sold or supplied on the Premises except in accordance with the requirements and provisions of the Licensing Act 1964 and only if the sale or supply of such liquor does not conflict with the objects of the Association set out in the Constitution and the net proceeds of such sale or

supply shall be applied by the Association for the benefit of all users of the Premises

- 6.2. The Council may following the receipt of a written request from the Association permit the sale of intoxicating liquor on the Premises pursuant to an occasional licence obtained under the Licensing Act 1964 either for a specific function or event or for a general class or classes of events or function on such terms as the Council may specify. Books of accounts for bars should be kept and made available to the Head of the Community Sector Unit of the Council on request
- 6.3. The Council and its authorised officers or servants shall have access to the Premises at all times for any purpose whatsoever

7. Notices and Determination

- 7.1. The Association may end this Agreement and the Licence by giving the Council not less than one month's notice in writing
- 7.2. If there is a breach by the Association of this Agreement or of the provisions of the Constitution the Council may end this Agreement. The Council will usually give one month's notice, however, if in the view of the Council there is a need to terminate the Agreement immediately it may so do.
- 7.3. The Council may end this Agreement forthwith in the event of the Association winding up or ceasing to function or exist and should this Agreement determine under this Clause or Clause 7.2 before the end of the financial year the Association shall repay to the Council the appropriate proportion of the Grant paid to it for the financial year. The Council will retain the amount of the Grant repaid in the name of the Association until the end of the financial year in case a new Association is formed to manage the Community Centre
- 7.4. Notwithstanding anything else contained in this Clause 7, this Agreement and the Licence granted to the Association for the use of the Premises (in Clause 2.1 above) shall immediately determine and be at an end if the Association and/or the PMC shall cease to provide the management functions
- 7.5. Any Notice or written requests under this Agreement shall be in writing and may be signed on behalf of the Council and on behalf of the Association by its Secretary and shall be sent to the Council addressed to Head of Community Sector Unit, Lewisham Town Hall Catford SE6 4RU and to the Association addressed to the Secretary at the Premises

8. Variation and Amendment

- 8.1. The Council reserves the right to amend or vary this agreement for whatever reason, usually subject to 4 weeks written notice and the receipt of representations by the Association on such proposed amendments or variations, however, if in the view of the Council there is a need to amend or vary the Agreement immediately it may so do
- 8.2. Nothing in this Agreement will prevent agreed amendments or variations to this Agreement being negotiated at any time

Signed on behalf
of the Council:

..... Authorised Representative

Date

Signed on behalf
of the Association: Chair

..... Secretary

Date