

## Northampton Borough Council Framework for Future of Community Centres

The Council wants to support community organisations as true partners in achieving benefits for local communities, in part through their management of community facilities.

The Council recognises that successful relationships of this kind must be built on mutual trust, backed up by a mutually agreed, clearly understood set of responsibilities for both sides. The framework below sets out the process whereby arrangements for community centres that are fair, equitable and mutually beneficial to all parties, will be arrived at.

The Council will identify centres where there is known to be interest from the existing management committee in taking fuller responsibility for the centre. These will be progressed without undue delay, and provide examples for the remainder. The Council will then seek expressions of interest through a formal procurement process from organisations (the Council's preference will be for those which are charitable or community based) to take on leases for one or several of the Council's remaining estate of community centres.

1. **The Organisation must have a satisfactory governance document, approved by the Council.** This shall include
  - that the organisation is, or shall become within two years of the commencement of the lease, an incorporated body such as a charity, company or community interest organisation
  - appropriate procedures for safeguarding children and vulnerable adults, accounting for money and health and safety of staff and users of the centre(s)
  - an appropriate documented equalities policy which ensures that its activities and the use of the centre(s) adequately reflects the diversity of the local population and does not discriminate unfairly against any group.
  - the right of the Council to nominate at its discretion one or more representatives as observer(s) on the organisation's governing body. This right would be exercised only in case of serious concerns over the management of the centre
  
2. **There will be a formal lease of the building to the Organisation,** which shall set out the Organisation's responsibilities in regard to:
  - payment of the rent for the lease of the centre(s). This would be discounted to a notional rent which is below market value for the term of the lease on condition that the Organisation meets its SLA responsibilities
  - payment of all operating costs of the centre(s) including maintenance and decoration of the interior of the premises, all services (eg electrical and heating installations) together with all fittings, fixtures and equipment
  - payment of utilities bills and rates
  - insurance against loss of or damage to contents, third party risks and employer's liabilities
  - cleaning, caretaking and security of the building
  - all liaison with actual and potential users of the building, whether groups or individuals, and with other agencies and neighbours as necessary – this includes dealing with any complaints or disputes between any of these parties
  - providing reports and its business plan (see below) to the Council as appropriate

The Council shall be responsible for:

- maintenance of the structure and external fabric of the building
- insurance against rebuilding costs

3. **The Council and Organisation will jointly negotiate and agree a service level agreement (SLA)** for the life of the lease which will include a broadly-based demonstration of community benefits, in return for a discounted rental if the SLA is complied with. The SLA will provide that:

- community centre(s) and activities must be of benefit to both their local community and where appropriate the wider community of Northampton Borough and neighbouring areas
- activities may be of a community, social and commercial nature but the Organisation must be able to account on an annual basis for how it has
  - (a) ensured the opportunity of fair and equal access to all members and groups within the local and wider community;
  - (b) consulted and otherwise engaged with the community in developing its programme of activities; and
  - (c) made a strong contribution through activities held within the centre or through external activities funded by the Organisation to one or more of the following aspirations
    - the improved health and wellbeing of the community
    - improvements to the local environment to deliver safer, greener and cleaner communities
    - to have identified specific needs within the community and have responded through appropriately planned and delivered activities at the centre(s) or within their localities.

4. **The organisation shall produce a business plan**, initially covering at least a three year period and updated regularly thereafter, and shall provide a copy to the Council. The plan will show:

- how the organisation can deliver against the aspirations detailed in items 1 and 2 above
- how the organisation plans to become in due course operational on a self-funding basis following commencement of the lease. The Council recognises the organisation's right to make and use profits from the operation of the centre
- relevant targets and outcomes, with appropriate measures