



Policy on the Leasing & Licencing of Community Halls & Sports Facilities

Introduction

Torfaen County Borough Council recognises that it has a key role to play in supporting social interaction and physical activity through the provision of a diverse range of community buildings, recreation, sport and community facilities, working in collaboration with local clubs, associations, organisations and groups to meet the needs and interests of local citizens.

Many of the arrangements made for the leasing of sporting facilities and community halls in Torfaen are historical. Over time this has resulted in different leasing arrangements and questions about consistency, equality and value-for-money in the use of council-owned assets. This policy is intended to provide clarity in these respects.

Purpose of this policy

The Council's land and buildings are used for a variety of different social, community and sports purposes, resulting in immeasurable community benefit (health and recreation, educational, social cohesion, environmental and cultural). However to ensure equality in the way facilities are allocated and clarity in terms of the procedures involved, a clear policy is required and readily made available to the public.

The Policy covers the leasing and licencing of community halls and sports facilities (playing fields, tennis courts, bowling greens and their associated facilities and buildings). Different processes and terms apply to each.

Facilities Allocation

Torfaen County Borough Council will consider requests for the leasing/licensing of Community Halls and sports facilities to Sporting Associations/Football Clubs/Community Groups and organisations. It will:

- Ensure that all long term occupancy arrangements for Council owned sport facilities and community halls are formalised through either a lease or licence arrangement.
- Ensure that the terms and conditions of lease agreements reflect the principles set in this Policy.
- Clearly identify the responsibilities and obligations of the Council and lessee (through Heads of Terms Agreements and ultimately lease/licence agreements).
- Ensure consistency in decision making associated with lease or licence terms and conditions.
- Provide an equitable and transparent process for dealing with Council's leased and licensed assets.
- Clarify the complaints procedure in the event of a dispute.
- Publicise the procedures and decision making processes for leases and licences.

Terms and Procedures for Community Halls

Community halls are managed through leases and management agreements, where leases are close to ownership for an annual peppercorn rent, usually under the agreement that the lessee is responsible for related premises costs as opposed to a management agreement, where the organisation manage the premises on a day to day basis but repair and maintenance costs remain the responsibility of the council. . The following procedures apply in the allocation of leases and management agreements for community premises:

Procedures

- The available community premises will be advertised via the council's website and information notices at the respective premises by the Council's Asset Management Team as being available for lease or via a management agreement, inviting organisations to submit expressions of interest.
- Once the expressions of interest have been received, officers from Asset Management and Social Care & Housing Teams will assess each expression of interest based on individual merit paying particular attention to the organisations structure, financial viability, intentions and sustainability plan to mitigate risk to both the organisation itself and the council.
- Upon a decision, feedback will be provided for the relevant organisations and a meeting with successful organisation to discuss and clarify the requirements and responsibilities that are related to running a community premises on behalf of the council.
- If the organisation is requesting a lease, the Council's Asset Management Team will negotiate the Heads of Terms and subsequently the full lease will be signed through the council's appointed solicitor.
- If the applicant/organisation is requesting a management agreement, the Social Care and Housing Team will discuss the roles and responsibilities with the organisation's committee prior to obtaining signatures through the council's appointed solicitor.
- The Social Care and Housing Team will subsequently provide support to help the applicant meet the expectations detailed within the management agreement or lease, conducting monthly site visits to support and advise where necessary.
- Approaching the end of a lease term, Asset Management Team will contact the current occupiers to review the current arrangements with a view to renegotiating a lease or beginning the procedure outlined above.
Management Agreements are open ended with notice periods stipulated within should either party wish to end their agreement.

Once the management agreement is signed, the responsibility for routine premise management passes to the organisation including fire alarm testing, legionella checks, premises inspections, emergency lighting tests, visual asbestos inspections and fire drills at agreed intervals where appropriate. However as the ownership of the premises remains with the council, the statutory duty of care, testing, repairs and maintenance remain the responsibility of the council as landlord which includes (but not limited to) building, mechanical and electrical faults and repairs, servicing, asbestos management, legionella management, fire safety and property management advice.

Prior to signing the lease agreement, responsibilities for the duty of care and maintenance of the building is negotiated between the applying organisation and the Council through its Asset Management Team. Leases can vary from the organisation being responsible for all duty of care, repairs and maintenance to being responsible for repairs. The level of facilities management will be clarified in the Heads of Terms of the lease.

Consideration

Leases are provided at minimal cost on the basis that the lease-holder is responsible for repairs and maintenance of the facilities.

Maintenance Liability

Once a lease is signed, maintenance of the premises and related grounds, including trees and boundary fences becomes the liability of the lessee or licensee. This includes, mowing, tree and hedge maintenance, building maintenance, utilities etc. As land owner, the Council has specific duties to comply with under the Environment (Wales) Act 2016, which in law, it requires lease holders to follow.

This relates to protecting and enhancing biodiversity through appropriate land management, details of which will be provided to lease-holders. The Council is keen to advise and support lessees in meeting these requirements and would encourage groups to make contact to obtain any support required.

Terms and Procedures for Sports Facilities (playing fields, tennis courts, bowling greens and their associated facilities and buildings)

Procedures

The following procedures apply in the allocation of leases and licences for sports facilities:

- A Sports Facility Waiting List of applicants will be maintained by the Council and publicised on its website. The list will operate in chronological (date) order.
- Applications to be added to the waiting list for facilities should be made in writing to the Community Environment Officer, Torfaen County Borough Council, Ty Blaen Office, Panteg Way, New Inn NP4 0LS. The list maintained by the Council will be operated on a first come first served basis, with the organisation at the top of the list when a facility becomes available, being offered first option on the facility. If it is deemed that the facility is not suitable for the organisations purposes, then the offer will pass to the next organisation on the list. The original organisation will revert to the top of the list.
- Only the named club at the time of application can be included on the list. Should a club change its name for any purpose, they would have to re-apply to go on the list.
- Consideration of the applications will be made by Officers of Torfaen County Borough Council.

- Given the demand for facilities resulting in a waiting list for pitches, Clubs are encouraged to work in partnership, to enable individual facilities to be shared.
- Leases/Licences will be issued under powers delegated to officers.
- Heads of terms will be agreed, and subsequently full leases or licences signed through the Council's appointed solicitor.
- The Council will ensure lease terms are adhered to through an inspection programme, with a minimum of one annual inspection for each.
- Leases would be terminated either as a result on non-compliance with the terms of the lease or licence, or by the lease-holders request.

Consideration

Leases and licences are provided at minimal cost of £1 on the basis that the leaseholder is responsible for maintenance of the facilities.

Maintenance Liability

Once a lease is signed, maintenance of the grounds, including trees and boundary fences becomes the liability of the lessee or licensee. This includes, mowing, tree and hedge maintenance, building maintenance, utilities etc. As land owner, the Council has specific duties to comply with under the Environment (Wales) Act 2016, which in law, it requires lease holders to follow. This relates to protecting and enhancing biodiversity through appropriate land management, details of which will be provided to lease-holders

The Legal Basis of Use

The agreement would be through a lease or licence. A lease will give a group the exclusive right to use the property for the duration of the lease, subject to the group providing written acceptance of the Heads of Terms Agreement. A lease can run for

any period - commonly from one year, up to 20 years for facilities of this nature. At the end of the lease, the building and football or sports pitches will return to Council control.

A licence is a more flexible arrangement for shorter durations and does not give the group any exclusive rights to the land. A licence is a permission by the Council to use the land for a particular purpose and can be readily terminated by either party.

Appropriate safeguards will be sought to ensure, as far as possible, that community use of the facility can continue during the period of the letting.

As a minimum requirement of any lease/licence, the group will be required to maintain its own third party/public liability insurance and will also be required to indemnify the Council against any claims, losses, etc., arising as a result of the group's occupation and use of the land.

Definitions

Maintenance: includes activities ranging from regular ongoing day to day work to significant structural work, necessary to keep an asset operating in good condition and achieve the purpose for which it is required.

Lease - grants a lessee with a right to exclusive occupation of land to the exclusion of others. That right cannot be interfered with except in accordance with the terms of the lease.

Licence – grants permission to enter the land and use it for some stipulated purpose(s) or period or grants a non-exclusive right to occupy land, so that a particular use is licensed but others may still make use of the land.

Management Agreement – an arrangement under which operational control of a premises is vested by contract to a separate, volunteer enterprise that performs the necessary managerial functions on behalf of Torfaen County Borough Council.

Standard Lease Terms and Conditions

The standard lease agreement will typically include the following:

- Lessee's obligations (including all maintenance, insurance, rental, intended use).
- Council obligations and liability.
- The lease term and expiry date
- End of lease procedures.
- Annual rent
- Use of Property
- Removal of Asset
- Other rights and obligations

Evaluation and Accessibility

- This Policy will be evaluated and reviewed annually.
- This Policy is available on Council's website.
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Disputes

In the event of a dispute arising between the Council and a lessee in relation to a lease, then the Council will attempt to deal with any disputes on an informal basis in the first instance before resorting to any formal proceedings.

Equality

Torfaen County Borough Council will ensure that the communities we serve have equality of opportunity to access all our services and opportunities. Where it is evident that there is inequality of treatment or outcome the Council will actively take steps to address such inequality.

Torfaen's current Strategic Equality Plan can be accessed using the following link;

<https://www.torfaen.gov.uk/en/Related-Documents/Equalities-and-Diversity/Strategic-Equality-Plan.pdf>