

Title of Report:	Articlave Community Portacabin
Committee Report Submitted To:	The Leisure and Development Committee
Date of Meeting:	20 th April 2021
For Decision or For Information	For Decision

Linkage to Council Strategy (2019-23)	
Strategic Theme	Resilient, Healthy & Engaged Communities
Outcome	Council will work to develop and promote stable and cohesive communities across the Borough
Lead Officer	Community & Culture Manager Community Facilities Development Officer

Budgetary Considerations	
Cost of Proposal	N/A
Included in Current Year Estimates	N/A
Capital/Revenue	N/A
Code	N/A
Staffing Costs	N/A

Screening Requirements	Required for new or revised Policies, Plans, Strategies or Service Delivery Proposals.		
Section 75 Screening	Screening Completed:	Yes/No	Date:
	EQIA Required and Completed:	Yes/No	Date:
Rural Needs Assessment (RNA)	Screening Completed	Yes/No	Date:
	RNA Required and Completed:	Yes/No	Date:
Data Protection Impact Assessment (DPIA)	Screening Completed:	Yes/No	Date:
	DPIA Required and Completed:	Yes/No	Date:

1.0 Purpose of Report

The purpose of this report is provide Elected Members with an update about the Council owned community portacabin located on Council owned land adjacent to Woodend Park in Articlave.

2.0 Background

The portacabin in Articlave was sited a number of years ago whilst a previous community development group was operating, in order to offer activities, classes and address other issues within the area. That group subsequently ceased community development activities and the community portacabin has remained unoccupied and unused since.

During the Covid-19 pandemic a group of committed local residents came together to provide much needed community services to isolated, vulnerable and lonely people within the area. From this they recognised needs in the area and formed a new group, the Articlave Community Development Association, to build upon and formalise the work already carried out. The new Articlave CDA received support from the Community Development team in relation to increasing their capacity as an organisation and securing funds for community projects. The Association subsequently approached Council officers to request use of the portacabin for community activities.

3.0 Current Position

Minor remedial work to bring the portacabin back into safe use has been carried out, including reconnection of water and electricity supply as well as Fire Risk Assessment, Legionella Risk Assessment, PAT Testing of all electrical equipment and a general tidy up of the area. Also required was external re-painting and removal of graffiti from the structure. This is being completed through Councils Good Relations Programme as part of a wider programme of activities to encourage good relations within the area.

Articlave Community Development Association wish to take responsibility for operating the facility as key holders rather than as a user group where they would be required to book through Council. As a result it is proposed that the Association enters into a Shared Management Agreement with Council similar to the arrangements with 5 other Council owned community centres which are operated by community groups.

In November 2019 Council approved the Management Agreement and Schedule of Maintenance Operations for these 5 centres which lays out the responsibilities of Council and of the community organisations which operate the centres on Council's behalf. A draft copy of the proposed Shared Management Agreement is attached in **Annex A**.

The community group will continue to receive support from Council's Community Facilities Development Officer and training will be provided as required in association with Sport & Community Facilities Manager who will provide support with operational issues.

4.0 Recommendation

It is recommended Council enters into a Management Agreement with Articlave Community Development Association for the operation of Articlave Community Portacabin.



**Causeway Coast & Glens Community Centre
Management Agreement and Schedule of Maintenance Operations**

CAUSEWAY COAST & GLENS BOROUGH COUNCIL

Management Agreement and Schedule of Maintenance Operations “The Agreement”

This Agreement is made between:

Causeway Coast & Glens Borough Council of Cloonavin 66 Portstewart Road, Coelraine, County Londonderry, BT52 1EY (hereafter referred to as ‘The Council’);

And,

Articlave District Community Association of Articlave Community Building AdJ 19 Woodend Park, Coleraine BT51 4UY (hereafter referred to as ‘The User’).

For Articlave Community Portacabin, (hereafter referred to as ‘The Facility’). As shown edged red on the plan attached hereto at Appendix 3.

1. LIABILITIES/INSURANCE

The Council will ensure that Building Insurance is in place for use of the facility by the User.

The User will keep and maintain in effect a policy of insurance as follows:

- Public Liability £5m
- Employer’s Liability £10m (where applicable)
- Contents Insurance for own equipment.
- The user will also provide an inventory of their contents stored within the Centre

The User shall Indemnify the Council in respect of all actions, proceedings, claims, demands, loss, costs, damages and expenses whatsoever which may be brought against or suffered by the Council or which the Council may sustain pay or incur by reason or on account of any injury illness or death of persons and/or damage to property arising out of or incidental to the User’s use of the Facility and caused by the negligence act or omission of the User.

2. AGREEMENT TERM

It is agreed between the User and the Council that both parties enter into this agreement having understood and accepted all the terms included.

This agreement shall be for a term of ten years from the 30th day of March 2021.

Periodic reviews may take place at the request of either party provided that appropriate notice is provided.

3. PROCEDURES AND REQUIREMENTS

The User will ensure that all Council policy and procedures are followed, including ensuring that the appropriate risk assessments and insurances are in place for such activities. The User will be expected to carry out risk assessments and ensure insurances are in place for every individual booking.

If the policy and procedures are not followed and complied with by The User, The Council can disband this agreement and access to the Facility will be terminated. The Council will conduct investigations where appropriate and may consider granting the User a period of improvement.

4. GOVERNING LAW AND JURISDICTION

This agreement is made between the two undersigned parties and any dispute or claim arising out of or in connection with, or its subject matter of formation, including non-contractual disputes or claims from this Agreement shall be governed by and construed in accordance with the Law of Northern Ireland. The parties agree that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.

5. GENERAL STANDARDS

To keep the Facility in a clean and tidy condition and not to permit the accumulations of any litter or other unsightly materials.

5.1 The User must not do or suffer to be done in or upon the premises or any part thereof any act or thing which shall or may be or become a nuisance to the council or the occupiers of adjoining premises.

5.2 The User shall be responsible for cleaning of the Facility and ensure that the Facility is maintained to the cleanliness standard as the Facility is presented as found at the commencement of this Agreement. Where upon inspection by the Council the Facility is not found to be in a clean state, the User will remedy this within a reasonable period.

5.3 The User shall be required to collect and remove litter as required.

6. DAILY MAINTENANCE OF THE FACILITY

The User shall inspect the Facility on a regular basis and one hour before any event or use of the premises to ensure the Facility is safe for use. The User shall be obliged to keep a record as to its findings and as to any actions required prior to the use of the Facility, which will be made available for inspection. All records must be kept by the User for a minimum of six years.

At each inspection any stones, litter and other debris found in or around the Facility must be collected and removed from site for disposal. Glass or other harmful debris must be removed immediately, or if assistance is required the Council will be contacted.

Appropriate Council Bins will be provided.

7. HEALTH & SAFETY

The User will ensure that the following checks are carried out at the Facility on a weekly basis and that appropriate recording logs of those checks are kept – all records are to be kept for a period of six years:

- Fire alarm;
- Emergency lighting;
- Emergency exits;
- Fire doors (operation of and access to);
- Legionella flushing.
- Weekly Premises checklist list.

Council will provide basic training where requested, to include Child Protection and Safeguarding. The User should ensure that adequate risk assessments are carried out for the activities within the facility. Risk assessments should be carried out for each individual booking.

The User will ensure that any electrical equipment brought on to the Premises by the User meets the standards required by the Electricity at Work Regulations Northern Ireland 1991 – Maintaining Portable and Transportable Electrical Equipment and is Portable Appliance Tested ('PAT') regularly and at least every three years. Appropriate PAT certificates for each piece of electrical equipment must be presented to the Council on request.

8. CAR PARK

The car park must be kept in the condition it is found upon the commencement inspection with consideration for general wear and tear.

Any damage or anything that is a potential hazard must be reported without delay to the appropriate operation manager at the Council and a remedy will be mutually sought.

9. INCOME / EXPENDITURE/ FINANCIAL MANEGEMENT

The User will receive the benefit of any income received in relation to the Facility. The User must comply with Policy and Procedures supplied by the council including ensuring that any forms necessary are completed and retained for a period of six years and provided for inspection upon request by the Council.

9.1 The User will be required to provide information relation to the usage and income generated. The information system must facilitate an audit trail whereby all sources of bookings and income can be reconciled with a booking/ticket reference. Information made available must include the scale of charges and an analysis of use.

9.2 The User shall be responsible for all invoice, invoice received, cash collections, banking and the security of such income. An appropriate cash handling Policy should be incorporated.

9.3 The User shall keep proper records and accounts of all monies received in such a manner as shall be approved by the Council and shall provide records of accounts for inspection by the Council upon request thereof.

9.4 The User will be responsible for the direct payment of Electricity and Heating Charges. (If and when there are legacy issues outstanding, Council will discuss these directly with the User and any other arrangements must be by written agreement with the Council.)

10. CHARGES

The User must provide a copy of the charges to the Council. The User will be provided with a copy of the Council Pricing Policy on Community Centre Charging, and provide a rationale if they wish to deviate from this.

11. FACILITY BOOKING PROCEEDURE

Responsibilities and records:

The User shall be responsible for all bookings and administrative procedures (i.e. filing and retention of records and reports) related to the Facility. All bookings shall be allocated to Groups or casual attendees and users on a first come, first serve basis. The User shall maintain a record of all bookings and shall make all records relation to such bookings available to the council upon request.

(For Centres with adjacent pitches and other facilities outside the agreed area of control of the group, the group will refer these bookings directly to Council.)

Prior to the commencement of the agreement period, The User shall agree with The Council an administrative system to capture bookings and record statistical information as agreed. The User shall supply The Council with a complete list of bookings, including the dates and time on a bi-annual basis for review. The Council shall have access to historical, current and future bookings as part of the normal programme of monitoring. All records should be retained for a period of six years.

The User shall inform both the appropriate Council Officer(s) of any Special Events/ Tournaments to be held on the facilities two weeks prior to any events taking place, whereas appropriate Insurance Cover will be obtained by both The User and The Council.

(For illustration purposes only, a special event may be considered an event where the main area of the Facility reaches full capacity, or if an event is to be held over a number of days rather than a singular occasion.)

In the event of a closure of any facility owing to unforeseen or emergency conditions, The User shall notify the Council immediately. The Council shall not consider any claims, from The User or other groups or users for loss of income arising from Community Centre closures.

The Council will provide a Map detailing the Boundary area that is cover by the Management Agreement. If the User accepts a booking that includes outside land, the User will provide the groups with the 'Request to Use Council Land form' and this should be forwarded to the appropriate Council Officer. All forms, correspondence and information in relation to this must be retained for inspection and audit for at least six years.

12. UTILITIES

The User shall not unless necessitated by an emergency, permit the disconnection of any electricity or water supply. The appropriate Council Officer(s) must be informed without delay of any such disconnection.

12.1 The User is responsible for all utilities relating the use of the facility including contact with suppliers and ensuring the appropriate payment process is in place.

12.2 The User will ensure that the appropriate entertainment licenses/TV licenses are obtained where appropriate.

12.3 The User shall make arrangements with the companies providing utility services to make payment for the supply of any electricity services (excluding floodlights, or water)(where floodlights are in place and metered from the main system an arrangement will be made to recompense the group for use) to the facilities from the morning of the first day of the Agreement or interim Agreement (pending the execution of the fore said Agreement), until the morning after any termination of the Agreement. The council shall not consider any claim for loss of income as a result of closure of the facilities due to the disruption of the utility services.

13. EVACUATION AND EMERGENCY PROCEDURES

The User will be advised by Council Officers at the beginning of the agreement of the appropriate evacuation and emergency procedures at the facilities. These procedures must comply with current legislation and any information to be displayed or records to be maintained must be available for inspection by the Council. Amendments that the User may wish to make to these current procedures shall only be made after written approval of the Authorised Officers has been obtained.

13.1 The User will ensure that all users groups are advised of all emergency and / or evacuation procedures at the time of booking.

13.2 The User must ensure that all staff read and understand the evacuation and emergency procedures and that all staff are clearly aware of their individual roles in the evacuation process. The User shall at all times ensure compliance with the maximum occupation levels for the facilities as stipulated in the Fire Risk Assessment.

13.3 The User shall ensure that, should an emergency occur at any facilities operated under this agreement with the council, outside of the normal opening hours that an appropriate representative of the User Staff attends the site and takes any action necessary to safeguard life and limb and damage to the building to its contents as soon as they become aware of an emergency situation. The appropriate representative would be expected to contact the relevant emergency services where necessary as well as the point of contact in the Council. No additional payment will be made to the User as this duty will be deemed to be included in the Terms of this Agreement.

13.4 The User shall display the contact details of the appropriate representative at the front of the Facility as a point of emergency contact.

14. RECORDING OF INJURIES, ACCIDENTS AND DANGEROUS OCCURENCES

14.1 The User must record all accidents and incidents and inform the appropriate Council Officer. The User will be provided with an Accident Book and given direction/instruction and how to complete and report. The User group should also have a Policy in relation to their Accident and Incident Reporting. All such reports must be provided to an authorised officer of the Council within 24 hours of the incident/accident. The User must keep a register of all incidents of theft and make available to the appropriate Council Officer(s) on a monthly basis. All records must be retained for six years.

14.2 Lost Property arrangement shall be made by the User for the collection, storage and recording, return and disposal of all items of lost property found at any of the facilities. The User shall keep a register of all items and incidents of theft. Records should be made available to the appropriate Officer upon request. All records will be retained for a period of six years and will be available for inspection upon request.

15. GENERAL FACILITIES MAINTENANCE REQUIREMENTS AND INSPECTION

The Council will during the period of the Agreement, keep and maintain the building internal and external structure and fabric including all doors and windows, fixtures and fittings and its decoration, external elements, electrical and mechanical installations and heating, cooling, lighting and security systems (where appropriate) in a proper state of repair, including floodlights and fencing. An inspection at the property will take place between the Council and The User at the commencement of this Agreement and an accompanying schedule will be completed and signed by both parties.

Statutory maintenance requirements (Electrical, PAT, Fire, Emergency, and Boiler) will be dealt with security devices and properly maintained in working order in accordance with the manufacturer's and installer's instructions.

15.1 Access to the facilities must be made available by the User to the Council with all the necessary assistance to enable any necessary building maintenance upon reasonable request.

15.2 The User will be at all times responsible for the identification and the requesting of reactive maintenance that might otherwise cause injury to persons using the facilities, damage to the plot or affect the smooth running of the facilities.

15.3 The User shall be responsible for reporting any perceived blockages to sanitary fittings or underground drainage and shall make every effort to prevent such blockages.

15.4 The User shall report to the Council minor repairs of damage caused by vandalism, internally and externally (e.g. minor damage to paint work, broken windows, light bulbs, shower fittings, flooring and other fixtures and fittings).

15.5 The User shall report any perceived defects in the building structure, building fabric, finishes, mechanical and electrical installations to the Council as soon as practicable and in any case within two hours of the defect first being noticed unless immediate remedial action is necessary. When such defects are detected outside normal working hours, the defect must be reporting before 10:00am on the next working day. Damage to the facilities due to non-compliance with this procedure will be the responsibility of the User including all costs incurred or remedial and reinstatement works.

- 15.6 The User having inspected the facilities prior to the commencement of the Agreement shall be deemed to be satisfied in all respects as to their condition and state of repairs and nothing in this Agreement shall be taken as requiring the Council to put or maintain the facilities in any better condition or state of repair than that prevailing at the date of inspection. Any latent defects which come to light which would not have been apparent to a lay person will not be the responsibility of the User.
- 15.7 The Council will not consider any claim as a result of closure or part closure of a facilities due to mechanical or electrical breakdown or any other building fault or defect.
- 15.8 Regular inspection of the facilities will be carried out during the course of the Agreement by the Council and/ or his agent in conjunction with the User. Should it be shown that the User had not fulfilled its maintenance management obligations, the Council or his agent shall within the timescale the Council determines, arrange for the remedial work considered necessary to return the facilities to a satisfactory standard, to be carried out all at the Users expense.
- 15.9 When any area within facilities is closed to the public for repair or maintenance, or another reason, information notices must be displayed by the User in a prominent position, detailing the effect on service and the alternative arrangements that are in place.
- 15.10 The Council will be responsible for the repair and maintenance of the installations and will carry out its obligations. The User must report to the Council and/or his agent any perceived defects or vandalism in the mechanical and electrical plant and fittings as and when they arise.
- 15.11 General ongoing repairs which are ongoing on a Day to Day basis will go through SWB managers.
- 15.12 The Maintenance Schedule will be reviewed every three years and appropriate amendments will be made by the Council. The Council will give the User reasonable notice of any proposed amendments being made.

16. DISPLAY OF REFERENCE POINTS

The User shall ensure that the public are made aware of general safety precautions required within each facilities and the action that they are required to take in the event of an accident and other emergency.

17. SECURITY & KEY HOLDING

The User shall be at all times responsible for the security of the Facilities.

- 17.1 Alarms and security devices/systems contained within the Facilities are not removed or replaced without permission, in writing, from The Council.
- 17.2 Where it can be proven that the User has failed to comply with any of the terms of the Agreement in relation to security, The Council shall not consider any claim for loss of income or damage incurred to the Facility made by the User resulting from a breach of security at any of the facilities. Any such costs shall be borne by the User.
- 17.3 The User must supply a list of key holders names and addresses for the facilities to the Council. It shall be the responsibility of The User to immediately update the list of key holders as required. One Key Holder must always be available for call-out in the events of an emergency outside of normal opening hours. A name and contact number must be supplied to the Emergency Planning Officer for inclusion in the Emergency Action plan records.
- 17.4 In the event of a breach of security, at any time of the facilities, irrespective of the seriousness of the incident, The User must provide the Council with a written report within two working days.
- 17.5 The User shall ensure that the Council has at all times a fully comprehensive set of keys that shall enable its authorised Officer(s), in an emergency, to gain access to all areas of each facility.
- 17.6 Intruder Key Holding
There will be two designated two key holders for The Facility who will be available for contact. (More key may also be available to the group) It is the responsibility of the Key Holder(s) to ensure that the Facility is correctly opened and closed as required. When closing and locking up the Facility at the end of each use, they will ensure that appropriate checks are carried out to confirm that the Facility is securely locked.

18. DEVELOPMENTAL SUPPORT

The User will be eligible to apply to the Community Development Support Grant to secure funds towards their running costs. The User may also apply for any relevant grant aid opportunities which may be provided by The Council at any time.

A programme of Council led and External training will be available on an ongoing basis will be offered to the User groups on an ongoing basis, at least 2 members of each group should attend. Training will include:-

- First Aid
- Child Protection and Safeguarding*
- IOSH and Risk Assessment
- Fire Safety
- COSSH
- Manual Handling
- Wheelchair Handling

19. FIRST AID

The Council will provide The User with an appropriate First Aid Kit at the commencement of the Agreement. It will be the responsibility of The User to keep the First Aid Kit up to date and the Council will restock it on request and as and when necessary.

20. CHILD PROTECTION AND SAFEGUARDING*

The User will provide Council with a Copy of their Safeguarding, Child Protection and Protection of Vulnerable Adults Policy. This policy should include how the User will carry out appropriate Access NI checks, and that all User volunteers will receive basic training.

The User shall provide The Council with copies of all up to date Access NI certificates for all members of staff with access to children or vulnerable adults.

(Training may be accessed through the Safeguarding Manager within Council)

21. ADMINISTRATION AND FINANCIAL DOCUMENTATION REQUIRED

The stated documentation listed below must be submitted annually on 1 April:-

1. List of Committee Members' name and addresses with current Chairperson, Secretary and Treasurer identified.
2. Constitution or memorandum and Articles of Association
3. Current Minutes of Annual General Meeting
4. Financial Verification Documentation (See table overleaf)

Financial Verification Documentation Required
Either i) Up-to-date Accounts duly certified by a qualified Accountant from one of the following accounting bodies – A.C.C.A. or C.I.M.A. or C.I.P.F.A. or I.C.A.
Or All of the following i) An up to date Annual Statement of Income and Expenditure, certified by the Group's current Chairperson and current Treasurer (or other equivalent committee members if the posts of Chairperson and Treasurer are not constituted within the group). And ii) Up to date list of creditors and debtors, with balances, certified by two committee members as outlined in (i) above. And iii) An up to date original bank statement

5. Confirmation of Insurance(s) Cover in place:
 - a. Copy of Public Liability Insurance Policy which cover the Project/Service.
 - b. Copy of Employer's Liability Insurance Policy (if applicable)
 - c. Copy of Contents Insurance
6. Copy of Children and Vulnerable Adults Policy.
7. Copy of Equality Policy or Equality Statement.

8. Copy of Health and Safety Policy.
9. Copy of Data Protection Policy.

22. EXTERNAL FUNDING

The User is permitted to apply for external funding from external sources outside of the Council. If the User is making applications for external funding, the User must advise the appropriate Officer at the Council of the application being made, the sums requested and the details of the organisation(s) involved. Where external funding is being applied and is successfully obtained, the User must ensure that the relevant statutory permissions are complete and a record of transactions are kept for a minimum of three years. Records must be made available to the Council upon request.

23. PUBLIC RELATIONS, GOOD RELATIONS & EQUALITY

Good Relations - The legal context of Good Relations comes from Section 75 of the Northern Ireland Act 1998 which states that in addition to statutory equality duties "Public Authorities are also required to have regard to the desirability of promoting good relations between persons of different religious belief, political opinion, and racial group."

In relation to the above and bookings, the User will allow the use of the building to be open to opportunities for civic and community leaders to promote the area as a model of best practice in developing respect, understanding and tolerance of the cultural, historical and traditional diversity of the residents.

The User must inform The Council of any proposed community partnership initiative before commitment to such partnerships The Council's decision regarding the appropriateness of any such partnership shall be final and binding on The User.

24. MISCELLANEOUS

The User must not assign this agreement without the Council's consent, such consent to be given in writing.

Nothing in this agreement shall create the relationship of landlord and tenant.

IN WITNESS whereof the parties have executed this licence the day and year herein written.

PRESENT WHEN THE SEAL
OF THE **LICENSOR** WAS AFFIXED
HERETO

.....
Mayor

.....
Chief Executive

SIGNED BY THE **LICENSEE**

.....
Trustee /Office Bearer within Group (Please indicate Chair/Secretary/Treasurer)

.....
Trustee/Office Bearer with Group (Please indicate Chair/Secretary/Treasurer)

In the presence of

.....
Witness 1

Name

Address

Occupation

.....
Witness 2

Name

Address

Occupation

Appendix 1

List of Useful Council Contact Numbers

Julie Welsh	Head of Service Community and Culture	02870 347032
Wendy McCullough	Head of Service Sport and Wellbeing	02870 347224
Irene Mullan	Sports and Community Facilities Manager	07880 556329
Michael O'Brien	Sports and Community Facilities Manager	07525212820
Kenneth Keys	Estate Services Assets Officer	028 2766 0203
Adele McCloskey	Community Facilities Development Officer	02870 347084

Appendix 2

Community Centre Throughput Report

Please record your throughput figures in the table below for period; _____

Please return to adele.mccloskey@causewaycoastandglens.gov.uk

Centre Name		
Community Centre Provision and Usage: From 1 April 2021 – 30 September 2021		
1	Number of Individuals (Usage) for April 21	
	Number of Individuals (Usage) for May 21	
	Number of Individuals (Usage) for June 21	
	Number of Individuals (Usage) for July 21	
	Number of Individuals (Usage) for August 21	
	Number of Individuals (Usage) for September 21	
	Total Number of Individual Usage	

2	Total Number of Community Groups	
3	Total Number of Leisure Groups	

From the overall total number of individual usage above, please indicate:

Number of Female Individuals	Number of Male Individuals

Under 16 years	Aged 16-25	Aged 26-50	Aged 51 - 65	Aged 66 plus

