

COMMUNITY CENTRE MANAGEMENT AGREEMENT

THIS AGREEMENT is made on _____

BETWEEN

- (1) **PEAK EMPOWER (BORN TO SHINE)**, a charity registered in England and Wales with charity number 1187913 whose principal office is at 2 Walpole Way, Boughton, Northampton, NN2 8FN (the “**Charity**”); and
- (2) **BOUGHTON PARISH COUNCIL** of Ivy Cottage, 26 Teeton Road, Ravensthorpe, NN6 8EJ (the “**Council**”).

BACKGROUND

- A. The Charity is a registered charity whose activities include supporting community, recreational, educational and wellbeing activities.
- B. The Council owns the Buckton Fields Community Centre, Ringrose Close, Boughton, Northampton, NN2 8GU and facilities ancillary thereto (the “**Community Centre**”).
- C. The parties wish to record how the Charity will manage the day-to-day operation of the Community Centre for the benefit of residents of Boughton and the surrounding area on the terms of this Agreement.
- D. In addition to this Agreement, the Council and the Charity will also enter into a separate lease of the Community Centre to the Charity (the “**Lease**”). If this Agreement conflicts with the Lease, the Lease will take priority in relation to occupation, repair, rent, property obligations and use of the Community Centre.

AGREED TERMS

1. Term and Purpose

- 1.1 This Agreement shall take effect on _____ (the “**Commencement Date**”) and shall continue for an initial period of three (3) years, unless terminated earlier in accordance with clause 13. After the initial three-year period, this Agreement will continue unless either party gives the other at least 6 months’ written notice to end it.
- 1.2 The purpose of this Agreement is to support the effective operation of the Community Centre, provide affordable and accessible community services, promote community participation and inclusion, and set clear expectations for the Charity’s management of the Community Centre.

2. Use of the Centre

- 2.1 The Council permits the Charity to occupy the Community Centre only under the Lease. This Agreement does not give the Charity any separate right to occupy the Community Centre.
- 2.2 The Charity may use the Community Centre only for the purposes allowed by the Lease and to support community, recreational, educational and wellbeing activities (the “**Permitted Use**”).
- 2.3 The Charity shall:

2.3.1 not to use the Community Centre other than for the Permitted Use; and

2.3.2 indemnify the Council against all losses, damages, claims or costs (including reasonable legal and professional costs) suffered or incurred by the Council to the extent arising out of or in connection with:
(i) any breach of this Agreement by the Charity, (b) any misuse of the Community Centre, or (c) any negligent act or omission of the Charity.

3. Equipment

3.1 The Council shall allow the Charity to use the Council's equipment at the Community Centre (the "**Equipment**"), unless the Council tells the Charity in writing that any particular item is excluded. The Equipment will remain the Council's property.

3.2 The Charity shall take reasonable care of the Equipment, use it only for its intended purpose, and tell the Council promptly about any loss, accident or damage.

3.3 The parties shall agree a simple inventory of the Equipment and update it when needed.

4. Staffing

4.1 The parties do not intend this Agreement to transfer any employee from one party to the other.

4.2 Each party remains responsible for its own employees, workers and volunteers, including their pay, supervision, tax, employment rights and health and safety.

4.3 The Charity shall indemnify the Council against employment claims and costs arising from any claim that the Transfer of Undertakings (Protection of Employment) Regulations 2006 apply to the Charity's staff because of this Agreement ending or changing.

5. Insurance

During this Agreement, the Charity shall maintain appropriate insurance for its activities at the Community Centre, including public liability insurance and employer's liability insurance, where required by law, both with an aggregate limit of indemnity of not less than £5,000,000 in respect of all claims arising during the term of this Agreement, and insurance for its own contents and equipment. The Charity shall provide evidence of insurance to the Council on request. Building insurance and any other property insurance required under the Lease shall be dealt with under the Lease.

6. Charity's obligations

6.1 The Charity shall:

6.1.1 operate and manage the Community Centre in accordance with this Agreement and the Lease, including by keeping a simple enquiry and booking system, facilitating fair access for community groups, residents and other users, and giving reasonable priority to Council meetings and Council-requested community events, subject to existing bookings and reasonable notice;

- 6.1.2 work collaboratively with local organisations, schools, community groups and residents, promote activities and booking opportunities through suitable local channels, encourage volunteering, and carry out at least one simple community consultation each year;
 - 6.1.3 use reasonable efforts to identify and pursue grants, sponsorship, donations and other fundraising opportunities to support the operation and development of the Community Centre, and the range of activities offered as set out in clause 6.2;
 - 6.1.4 comply with the Council's reasonable written policies and procedures relevant to the Community Centre, and keep appropriate policies for health and safety, safeguarding, data protection and equality, diversity and inclusion;
 - 6.1.5 arrange cleaning, security, day-to-day maintenance and safe use of Equipment for which the Charity is responsible under the Lease or this Agreement;
 - 6.1.6 provide the Council with reasonable operational information when requested, keep a simple complaints process, and tell the Council promptly about any serious safeguarding, health and safety, security or operational issue connected with the Community Centre;
 - 6.1.7 keep keys, access codes and security information safe, tell the Council promptly if any are lost or compromised, and obtain and comply with any licences or permissions needed for activities it runs at the Community Centre; and
 - 6.1.8 use reasonable efforts to meet the Service Standards and Performance Targets.
- 6.2 The Charity shall use reasonable efforts to develop, organise and provide or facilitate activities and events which promote community engagement, wellbeing, inclusion, volunteering, support for young people and families, reduced social isolation and community cohesion. These may include youth activities, family activities, health and wellbeing activities, coffee mornings, community gatherings and holiday activities. Notwithstanding the foregoing, or any other provision of this Agreement, the Charity shall not organise, permit, host or facilitate any firework display, bonfire, or similar event involving fire, fireworks or other pyrotechnics at the Community Centre without the Council's prior written consent.
- 6.3 The Charity shall use reasonable efforts to encourage suitable third-party use of the Community Centre, including by community groups, charities and local residents.
- 6.4 The Charity shall remain a registered charity and maintain at least three trustees unless the Council agrees otherwise and this is permitted by law and the Charity's constitution. The Charity shall tell the Council promptly if there is any serious incident, Charity Commission investigation, governance issue or other matter that may materially affect its ability to operate the Community Centre.

7. Performance Targets and Service Standards

- 7.1 The Charity shall operate the Community Centre and perform its obligations under this Agreement in accordance with the Service Standards as set out in Schedule 1 and the Performance Targets as set out in Schedule 2.

- 7.2 If the Council reasonably considers that the Charity has failed to meet any Performance Targets or Service Standards, the Council may notify the Charity in writing specifying the relevant failure and the improvements required. However, the Charity shall not be treated as having failed to meet any Performance Target or Service Standard to the extent that the relevant failure or delay was caused by an event or circumstance outside the Charity's reasonable control and the Charity has taken reasonable steps to mitigate the impact of that event or circumstance on its performance under this Agreement.
- 7.3 Within 30 days of receiving a notice under clause 7.2, or where the Council has reasonable concerns that the Charity may be unable to meet the Performance Targets or Service Standards, the Charity shall submit a plan setting out the actions it proposes to take to address the failure and the timescales for implementation (the "**Improvement Plan**") for the approval of the Council. When reviewing the Improvement Plan, the Council shall reasonably consider all relevant information notified to it regarding the Charity's performance and the circumstances giving rise to the relevant Performance Targets or Service Standards failure.
- 7.4 Following agreement of the Improvement Plan where a notice has been served under clause 7.2, the Charity shall have a period of not less than three months to demonstrate material improvement in the relevant Service Standard and/or Performance Target, failing which the Council may terminate this Agreement in accordance with clause 13.2. This does not prevent the Council from acting sooner where there is a serious health and safety, safeguarding, legal or financial risk.

8. Financial Management

- 8.1 The Charity shall:
- 8.1.1 keep complete, accurate and up-to-date financial records for the Community Centre, including income, expenditure, grants, donations and fundraising, and retain those records in accordance with applicable law and Charity Commission requirements;
 - 8.1.2 prepare annual accounts or financial reports for the Community Centre and provide a copy or summary to the Council on request; and
 - 8.1.3 tell the Council promptly about any actual or expected financial difficulty, funding shortfall or other material financial risk that may affect its ability to operate the Community Centre.
- 8.2 The Charity shall use income generated from the Community Centre for the operation, maintenance, improvement or charitable/community use of the Community Centre, subject to its charitable duties. This may include properly incurred overheads and staffing costs which are directly connected with the operation and management of the Community Centre provided that such costs are reasonable, proportionate and consistent with the Charity's obligations under this Agreement.
- 8.3 Notwithstanding clause 8.2, the Charity shall not appoint or engage any new employee in connection with the operation or management of the Community Centre without the Council's prior written consent. The Charity shall disclose such proposal to the Council as part of its reporting obligations under clause 9.1, including details of the proposed salary and other benefits. The Charity shall also provide reasonable evidence that the income generated or expected to be generated by the Community Centre is sufficient to support those additional costs

while enabling the Charity to continue complying with its obligations under this Agreement. For the avoidance of doubt, this clause 8.3 shall not apply to regular hires or user groups referred to in Schedule 2.

- 8.4 The Charity shall, subject to all applicable law and regulatory requirements, ensure that throughout the duration of this Agreement, at least one serving councillor, who is nominated by the Council, is appointed and remains appointed as a member of the sub-committee as described in clause 9.5. If that councillor ceases to be a serving councillor or otherwise ceases to act as a member of the sub-committee during the term of this Agreement, the Charity shall, as soon as reasonably practicable appoint a replacement serving councillor nominated by the Council as a sub-committee member. The councillor, once appointed, shall be provided with the same financial information, management accounts, board papers and other relevant information relating to the Charity's operation and financial management of the Community Centre as is provided to the Charity's other trustees, subject always to the trustee's fiduciary and charitable duties, any applicable confidentiality obligations, and the proper management of conflicts of interest. The Council's nominated representative shall not be required to be appointed as a trustee of the Charity by virtue of this clause and shall have no trustee responsibilities or fiduciary duties in relation to the Charity unless separately appointed as a trustee in accordance with the Charity's governing document and applicable law.

9. Review and Monitoring

- 9.1 The Charity shall provide the Council with a written report within 14 days following the end of each calendar quarter, which shall include:
- 9.1.1 details of the programmes, activities and events delivered during the relevant quarter;
 - 9.1.2 information regarding user attendance at the Community Centre;
 - 9.1.3 a summary of volunteer involvement, including volunteer numbers and activities delivered by volunteers;
 - 9.1.4 details of planned programmes, activities and events for the forthcoming quarter;
 - 9.1.5 details of any actual or anticipated operational or other material issues that may adversely affect the operation of the Community Centre; and
 - 9.1.6 any issues about performance of this Agreement that the parties should discuss, including any issues identified through the User Satisfaction Survey, which the parties shall use reasonable efforts to agree the form of which within 30 days after the Commencement Date.
- 9.2 The Charity shall provide the Council with an annual written report within 30 days after each anniversary of the Commencement Date, which shall include:
- 9.2.1 Community Centre usage statistics;
 - 9.2.2 activities and events delivered;
 - 9.2.3 a financial summary, including income, expenditure and any material funding issues;

- 9.2.4 The results of the User Satisfaction Survey along with an assessment of the community benefits and outcomes achieved through the operation of the Community Centre and delivery of the Services;
 - 9.2.5 details of any repairs, maintenance works, improvements and capital projects completed during the year, together with any material outstanding maintenance requirements; and
 - 9.2.6 copies of the latest policies and procedures required under clause 6.1.4.
- 9.3 The parties shall meet at least twice a year to review the operation of the Community Centre, including against the Performance Targets. The parties shall have regard to whether:
- 9.3.1 the Community Centre is actively used by local residents and community groups;
 - 9.3.2 the programmes and activities provided reflect identified community needs;
 - 9.3.3 the Community Centre is managed in a financially responsible and sustainable manner;
 - 9.3.4 community feedback is generally positive; and
 - 9.3.5 the Community Centre demonstrates increased usage, community engagement and financial sustainability over time in accordance with the Performance Targets.
- 9.4 Either party may request such a meeting by giving not less than 30 days written notice to the other party proposing a mutually convenient date, time and location for the meeting.
- 9.5 The Charity shall establish and maintain a Community Centre sub-committee for the oversight, operation and development of the Community Centre throughout the term of this Agreement. The sub-committee shall meet not less than four times per year and shall consider matters relating to the management, performance, financial sustainability, community use and strategic development of the Community Centre. The Charity shall ensure that the Council's nominated representative is entitled to attend and participate in the sub-committee in accordance with clause 8.4. The purpose of the sub-committee is to facilitate transparency, partnership working and effective communication between the Charity and the Council in relation to the Community Centre without limiting the Charity's responsibility for the management and operation of the Community Centre or the parties' reporting and review obligations under this clause 9.

10. Compliance with laws and policies

Each party shall comply with all laws, regulations, licences, registrations, permits and approvals that apply to its activities under this Agreement. This includes charity law, health and safety law, safeguarding requirements, licensing requirements and data protection law.

11. Data protection

- 11.1 Each party shall comply with data protection law when handling personal data.

11.2 Each party will usually act as an independent controller for personal data it collects and uses. If either party processes personal data on behalf of the other, the parties will agree suitable data protection terms before that processing starts.

12. Limitation of liability

12.1 Nothing in this Agreement limits liability for:

12.1.1 death or personal injury caused by its negligence;

12.1.2 fraud or fraudulent misrepresentation;

12.1.3 any other liability which cannot be limited by law;

12.1.4 any obligations of the parties under the terms of the Lease; or

12.1.5 any payment obligations one party has to the other.

12.2 Subject to clause 12.1, each party's total liability under this Agreement shall not exceed £100,000 or, if higher, the amount recoverable under its relevant insurance for the claim.

13. Termination

13.1 Without affecting any other right or remedy available to it, either party to this Agreement may terminate it with immediate effect by giving written notice to the other party if:

13.1.1 the other party commits a material breach of this Agreement and, if the breach can be remedied, fails to remedy it within 14 days after being notified to do so; or

13.1.2 the other party becomes insolvent, stops or threatens to stop carrying on all or a substantial part of its activities, or its financial position materially affects its ability to perform this Agreement.

13.2 The Council may terminate this Agreement immediately if:

13.2.1 the Charity persistently fails to meet the service standards or performance targets set out in the Schedules to this Agreement, or fails to implement an agreed Improvement Plan to the Council's reasonable satisfaction;

13.2.2 there is a material change in the Charity's governance, trustee control or charitable status which the Council reasonably considers may affect the Charity's ability to perform this Agreement; or

13.2.3 the Charity's conduct creates a serious safeguarding, health and safety, legal, financial or reputational risk for the Council or the Community Centre.

13.3 This Agreement will terminate automatically and immediately if the Lease is terminated, forfeited or otherwise comes to an end.

13.4 On termination or expiry of this Agreement:

13.4.1 the Charity shall provide reasonable handover information to the Council, including booking records, key contacts, user group details, equipment inventory and any live maintenance or safeguarding issues;

13.4.2 each party shall on request return to the other party all Equipment, materials and other property belonging to the other party that the other party had supplied to it in connection with this Agreement; and

13.4.3 the Charity's obligation to leave the Community Centre and return keys shall be dealt with under the Lease.

13.5 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.

14. General

14.1 **Force majeure.** Neither party will be responsible for a delay or failure to perform this Agreement where this is caused by events outside its reasonable control.

14.2 **Transfer and subcontracting.** Neither party may transfer this Agreement or subcontract its main obligations without the other party's written consent. The Council may transfer this Agreement to a successor owner of the Community Centre.

14.3 **Confidentiality.** Each party must keep the other party's confidential information confidential and use it only for this Agreement. This does not prevent disclosure where required by law, or to staff, trustees, councillors, advisers or contractors who need to know it.

14.4 **Entire agreement.** This Agreement and the Lease set out the whole agreement between the parties for the operation and occupation of the Community Centre. Nothing in this clause limits liability for fraud.

14.5 **Changes.** Any change to this Agreement must be in writing and signed by both parties.

14.6 **Notices.** Notices under this Agreement must be in writing and sent by hand, post or email to the contact details last notified by the receiving party.

14.7 **Waiver** If a party delays enforcing a right under this Agreement, it does not lose that right.

14.8 **Invalid terms.** If any part of this Agreement is invalid or unenforceable, the rest of the Agreement will continue to apply.

14.9 **Third parties.** No one other than the Council and the Charity may enforce this Agreement.

14.10 **Dispute resolution.** If a dispute arises, the parties shall first try to resolve it through a meeting between their nominated representatives before starting court proceedings, unless urgent action is needed.

14.11 **Law and courts.** This Agreement is governed by English law. The courts of England and Wales will have exclusive jurisdiction.

14.12 **Interpretation.** In this Agreement, references to writing include email, and examples are not intended to limit the general wording that comes before them.

This Agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of **PEAK EMPOWER (BORN TO SHINE)** by its authorised representative:

Signature:
Name:
Position:
Date:

Signed for and on behalf of **BOUGHTON PARISH COUNCIL** by its authorised representative:

Signature:
Name:
Position:
Date:

SCHEDULE 1 – SERVICE STANDARDS

The below table set out the service standards and targets to be implemented within the first year of the Agreement. The parties may review and amend these standards and/or targets during any annual review where increased utilisation of the Community Centre and community demand reasonably justifies revised targets.

Standard	Target
Weekly opening availability	Minimum 25 hours per week during Year 1
Community activity sessions	Minimum 2 sessions per week during Year 1

SCHEDULE 2 – PERFORMANCE TARGETS

The Charity shall use reasonable efforts to achieve the following Performance Targets during each relevant Contract Year:

Contract Year 1:

Performance Area	Target
Centre Usage	Minimum of 500 total visits to the Community Centre.
Regular hirers / user groups	Minimum of 5 regular hirers or user groups.
Volunteers	At least 1 volunteer active recruited at the Community Centre.
Community Events	At least 12 community events delivered during the year.
User Satisfaction Survey	Minimum user satisfaction level of 80% positive feedback.

Contract Year 2:

Performance Area	Target
Centre Usage	Minimum of 700 total visits to the Community Centre.
Regular hirers / user groups	Minimum of 10 regular hirers or user groups.
Volunteers	At least 2 active volunteers recruited at the Community Centre.
Community Events	At least 18 community events delivered during the year.
User Satisfaction Survey	Minimum user satisfaction level of 80% positive feedback.

Contract Year 3:

Performance Area	Target
Centre Usage	Minimum of 800 total visits to the Community Centre.
Regular hirers / user groups	Minimum of 15 regular hirers or user groups.
Volunteers	At least 3 active volunteers recruited at the Community Centre.
Community Events	At least 18 community events delivered during the year.
User Satisfaction Survey	Minimum user satisfaction level of 80% positive feedback.