

Bath & North East Somerset Council

Community Asset Transfer Policy

Sample Heads of Terms and Partnership Agreements



Sample Heads of Terms

Name of organisation: []

Introduction: []

Landlord: Bath & North East Somerset Council (B&NES)

Tenant: []

Property: Land and Buildings as shown outlined in red on the attached plan

Term: [] years.

Rent: £ [] pa [with a rent review each five years based on RPI formula]. The rent will be abated to a [] subject to the tenant satisfying the landlord that they have:

- A clear vision for the future use of the building or land.
- Prepared a financially viable business case.
- Good governance, robust financial systems and up to date policies and procedures
- A proven track record of successfully managing a community building or land, or have trustees or board members that have community and voluntary sector experience
- Contributed towards the Council's Corporate priorities.
- A clear community/social demand for the proposal.
- Directly benefiting as wide and diverse a range of local people as possible.
- An appreciation of the current Health & Safety and Fire Safety legislation.
- An understanding of Equalities legislation, including the Equality Act in relation to the accessibility of public buildings and the delivery of services
- An annual report will be submitted to B&NES providing information that will satisfy the landlord that the conditions continue to be complied with.

Permitted use: [Details will also be set out in the Partnership Agreement]

Disposal of lease: It may be permissible to assign or sublet the lease to another charitable organisation with similar aims, subject to absolute consent of B&NES. Hiring out of space is permitted providing that no landlord and tenant relationship is created.

Repair: The tenant is to be responsible for keeping the building or land in good and tenable condition throughout the term of the lease and to yield it up in this condition at the end of the term. [] is to carry out a survey to satisfy themselves as to the obligations they are taking on.

Insurance: B&NES will continue to insure the buildings or land, covering the normal risks, subject to reimbursement of the premium. The tenant will be responsible for providing their own contents and public liability insurance.

Alterations: No alterations permitted to the structure or exterior of the premises without the consent of the landlord (such consent not to be unreasonably withheld). Internal non-structural alterations permitted details of which to be notified to the landlord in advance.

Lease Break: The tenant may serve six months' written notice to bring the lease to an end to expire on each anniversary of the grant of the lease, subject to all substantive terms and conditions of the lease having been complied with. Lease to be contracted out of Landlord and Tenant Act 1954 provisions relating to security of tenure.

SAMPLE

Partnership Agreement

Introduction

This document is a formal agreement between Bath & North East Somerset Council and [xxxxxxxxxxxxxx] defining the main responsibilities of each party for the running of [xxxxxxxxxxxxxx].

As a community asset it is intended to complement and be consistent with the relevant policies of Bath and North East Somerset e.g. Equality and Diversity.

This agreement is made the [xxxxxxx] between Bath & North East Somerset Council (The “council”) and the present officers of the [xxxxxxx]

Bath & North East Somerset Council and [xxxxxxxxxxxxxx] have agreed to work together in the operation of a [xxxxxxx] at [xxxxxxx] (“The Centre”) for the benefit of the inhabitants (“the beneficiaries”) of xxxxxxx and the environs in the county of Bath & North East Somerset (hereinafter called the “area of benefit”).

This agreement witnesses:

1. The agreement starts on {date} and will be reviewed every x years on the anniversary of this date and in conjunction with the review of the open market rent. The current rent is £xxxx of which a subsidy of £xxxx will be made by the Council. The balance of £xxx being the subsidised rent due from the xxxxx.
2. The xxxxxxx will:
 - a) Have a clear vision for the use of the building or land.
 - b) Good governance, robust financial systems and up to date policies and procedures.
 - c) Contributed towards the Council’s Corporate priorities.
 - d) Directly benefiting as wide and diverse a range of local people as possible.
 - e) Being a democratic organisation in the way it conducts its affairs and makes decisions.
 - f) Manage its affairs through a proper governance structure, holding Annual General Meetings for members and open meetings for the public where appropriate.
 - g) Undertake to ensure the organisation, management and activities contribute to best practice in respect of Equal Opportunities.
3. Specifically the [xxxxxxx] will:
 - a) In managing and operating the [xxxxx], endeavour to ensure it is open to all

groups and individuals.

- b) Demonstrate its commitment to Equal Opportunities in any literature or publicity issued, including the advertisement of posts and the services/facilities offered.
- c) In relation to matters of employment, operate within current legislation and work towards best practice in relation to paying staff the proper rate for the job with job descriptions, contracts of employment, itemised pay statements and appropriate insurances.
- d) Keep in force insurances covering the [xxxxx] responsibilities for contents, public liability and employer's (where appropriate), and any activities for which the [xxxxx] has liability.
- e) Obtain and keep in force the appropriate licences for all activities in the [xxxx] and in connection with the work of the [xxxxx].
- f) Demonstrate satisfactory levels of financial administration:
- g) The [xxxxxx] will be expected to maintain properly accounting procedures. Documentary evidence will be kept for the books of account and will include invoices, receipts, bank statements and cheque books stubs.
- h) A projected Annual budget for the next financial year is produced.
- i) Independently audited accounts are produced.
- j) Refrain from publicising any material which in whole or part appears to be designed to affect public support for a political party or whose objectives contravene the aims of the [xxxxxxxxxx]'s constitution.
- k) Provide an annual report including financial accounts to the Council.

NOTE - Additional information will be added relevant to the applicants agreed outputs and outcomes.

4. The Council will:

- a) Allocate an Officer who will act as a link to the [xxxxxxx], provide advice, guidance and assistance on request, or redirect enquiries as required.
- b) Monitoring the activity of the organisation against the outputs and outcomes agreed.
- c) Attend any relevant meetings of the [xxxxxx] as required.