

**Submission to Milton Keynes Council's Audit Committee,
Tuesday 20th June 2017.**

**Submission by Shenley Brook End & Tattenhoe Parish Council and Ward
Councillors with regard to:**

- 1) Tattenhoe Pavilion**
- 2) Westcroft and Furzton Pavilions**

The purpose of this submission is to:

- ✓ Set out the business models and strategy for Shenley Brook End & Tattenhoe Parish Council (the Parish Council) to take over the three Community Assets known as Tattenhoe Pavilion, Westcroft Pavilion and Furzton Pavilion and
- ✓ Outline the concerns of the Parish Council and the Ward Councillors with regard to the current operation of these Community Assets.
- ✓ Ask the Audit Committee to take action to investigate Hertsmere's poor performance under its contract with MKC

This paper makes a submission on two distinct models, one for Tattenhoe Pavilion and one for each of Westcroft & Furzton Pavilions.

Background

The Pavilions are currently run by Hertsmere Leisure under a contract managed by Milton Keynes Council. Service delivery standards are very poor and despite continuous attempts to work with Hertsmere and MKC to rectify the position, very few improvements have been made. Cleaning standards are unacceptable, there have been electrical safety issues, security and entry issues, poor supervision of users, non-existent handover standards. All these issues are long term, stretching over a number of years. The result is that the facilities are underused; playgroups have moved on, complaints are frequent, and the Youth Leader at the Parish Council has to spend a considerable time cleaning up before he can safely use the facilities.

In short, the community is getting a raw deal.

Hertsmere receive an annual grant, currently £320k from tax payers. According to the terms of the contract this should be allocated to delivering community services from the Pavilions. However, despite many attempts to track this, Ward Councillors have been unable to see where and how this money is being spent.

The contract terms with Hertsmere fail to measure performance in a meaningful way - it is, therefore, impossible to hold Hertsmere to account.

Against this background and repeated attempts and failures to rectify the situation, the Parish Council in conjunction with Ward Councillors proposed an alternative model for

management of the pavilions which they believe would deliver real community value to residents. This is described below.

What the Parish Council and the Ward Councillors would like Audit Committee to consider

- We believe that the Pavilions are a valuable asset for communities but they are not being effectively utilised, despite the obvious and growing demand for these facilities.
- We believe that significant amounts of tax payer's money have been and are being wasted. In an attempt to address this, Councillors requested an internal audit report on the effectiveness of the Hertsmere contract. However, this report has failed to deal with even the most basic complaints of Hertsmere's inadequacies and has not even raised the fact that there have been a series of documented and evidenced complaints about Hertsmere's performance over several years.
- We request that the Audit Committee investigate this matter, via an external audit investigation.

The Parish Council strategy on community assets.

The Parish Council formally agreed to progress an Expression of Interest to take over the Westcroft and Furzton Pavilions, as recorded in the Full Parish Council minutes dated 31st October 2016, item 14, and the Tattenhoe Pavilion as recorded in Full Parish Council minutes dated 30th January 2017, item 11. Unfortunately, Milton Keynes Council (the Council) declined to proceed with this Expression of Interest.

The Parish Council already has a successful track record in managing the Emerson Valley Community Centre. This asset came to Parish Council ownership in 2004 and was managed by others on our behalf for two 5 years terms. In 2014 the Parish Council took on direct management of the asset, which has proved to be a very successful model. This has required considerable amount of hard work, attention to detail & some capital investment and the centre is now fully utilised seven days a week and is making a small surplus.

The model adopted by the Parish Council has proven to be highly successful and the Parish Council now wishes to replicate this model in the management of Furzton and Westcroft pavilions. The Parish Council believes that it is proven that managed in this manner and with their ability to understand & respond to the needs of the community they serve, this will give a better result for the community.

The operational model that the Parish Council would adopt for Furzton & Westcroft.

The successful business model used at the Emerson Valley Community Centre (EVCC) would also be used for the Westcroft and Furzton Pavilions.

- Each centre to be set up as a separate charity with a board of trustees, made up of Parish & Ward councillors and local residents
- A management committee made up of user group representatives and Parish Councillors formed to oversee the day to day running of the centres. This management committee would report back to the board of trustees
- Part time staff employed as key holder/booking clerks and cleaners.

Please see agreements for Trust and Management Committee attached as Appendix A & B. The purpose for providing these agreements is to evidence to the members of the Audit Committee that the Parish Council has the expertise and local knowledge to manage effectively and ensure the sustainability and future success of the Furzton and Westcroft Pavilions.

Why these assets would be better managed by the Parish Council.

Furzton and Westcroft Pavilions are beset with problems under the current management operation. These problems are ongoing, and over the last three years efforts to rectify this situation have had very limited success. These buildings are not being utilised to their full potential and this has had a detrimental effect on the surrounding community, the few user groups that remain and the wider area of Milton Keynes. The buildings are poorly kept and Furzton, in particular, is not fit for purpose. Some examples of the issues are listed below.

- Cleanliness – Playgroup has now moved out of the area due to negative response when addressing safety and cleanliness in the Westcroft pavilion.
- The Youth Group has now relocated due to ongoing and, in their opinion, unresolved issues at Furzton
- Problems in both buildings with safety and electrics
- Contacting key holders for both buildings to open up for booked sessions.

The Parish Council acknowledges that a different management model would be required for Tattenhoe Pavilion.

The operational model that the Parish Council would adopt for Tattenhoe Pavilion.

The model used for the smaller pavilions of Westcroft and Furzton, which could both be deep cleaned to enable us to commence building up the usage to generate funding, to finance major works, would not work for Tattenhoe. The Parish Council would manage Tattenhoe Pavilion with MK Dons Sports and Education Trust and Tattenhoe Football Club as partners in a consortium. Tattenhoe Pavilion is in need of more major works and the consortium would discuss, with MK Council, the state of the building and get major problems such as the leaking roof sorted out before they would be in a position to take this building over.

The business model would include MK Dons SET using their expertise in the sports areas and their Chief Executive will work with the consortium to utilise his expertise and knowledge to put the pavilion on a better footing to fill the bookings (the Astro turf is virtually unused at weekends). Tattenhoe Football Club, who is the main user of the Pavilion, would be very involved in the running of the facility. Their Chairman and fellow committee members would run the café with volunteers and run other events such as tournaments, cycling events, and mini marathons etc. which were run successfully in past years, before the present management took over.

Why this asset would be better with the Parish Council and the consortium.

Tattenhoe Pavilion is beset with problems under the current management. This has been an ongoing problem and over the past few years efforts to rectify this situation have had very limited success. The building is not being utilised to its full potential and this has had a detrimental effect on the surrounding community. This facility has never been marketed as a local community building and the Parish Council would want to ensure that this was remedied and that the community of the Parish would use the pavilion and its facilities and see it as “their Pavilion”. Currently, Tattenhoe Pavilion has had users from as far afield as Bedford and Luton in the past and now Milton Keynes College have taken over part of the sports field for their Academy football team so that part of the sports field is no longer available to the local community. There is a great need for facilities for all activities in Tattenhoe, not just the sports field. The attitude to bookings at present by Hertsmere is very unhelpful. The Parish Council and ALL the Ward Councillors firmly believe the right solution is for the Parish Council to take control of these assets.

Appendix A

EMERSON VALLEY COMUNITY CENTRE TRUSTEES
and
Emerson Valley Community Centre Management Committee

AGREEMENT

For the Management of the
Emerson Valley North Community Centre
Milton Keynes

1. Agreement

This agreement between Emerson Valley Community Centre Management Trustees' (the Trustees') and Emerson Valley Community Centre Management Committee sets out the arrangements for the management of the Emerson Valley Community Centre (the Centre), whose address is given below.

1.1 Addresses

The address of the centre is Emerson Valley North Meeting Place. 2 Roeburn Crescent, Emerson Valley, Milton Keynes.

The Management Committee address is Emerson Valley Community Centre Management Committee c/o 1 Wimborne Crescent, Westcroft, Milton Keynes MK4 4DB

The Trustees' address is Emerson Valley & Tattenhoe Community Centre Trustees' c/o 1 Wimborne Crescent, Westcroft, Milton Keynes MK4 4DB.

2. Management of the Premises

The Trustees' will appoint a management committee to manage the premises as a Community Hall and Meeting Place only, on behalf of the Trust in accordance with the terms and conditions in this agreement.

3. Commencement and Term

The Management Committee will manage the centre for 5 years from 1st June 2015 unless either party serves 28 days' notice of termination as set out below.

4. The Management Committees' Obligations

The Management Committees' obligations are to:

- 1 Manage the Centre and ensure that it is used only as a Community Hall and Meeting Place unless the prior written consent for different use has been obtained from the Parish Council
- 2 Charge fees for the use of the Centre according to the fee scales determined by the Management Committee and approved by the Trustees' having regard to what is a reasonable charge for the hire of similar buildings for community recreation or civic purposes in the Milton Keynes area
- 3 Ensure that the use of the Centre is properly authorised and that users observe the terms of hire and use the facilities in a proper manner according to the nature of the use
- 4 Allow access to the Centre for the Parish Council, its agents, contractors, employees, and all others authorised by it at any reasonable time and on reasonable notice except in case of emergency
- 5 Participate in an annual monitoring visit to be carried out by an officer from the Parish Council and act upon joint findings
- 6 Ensure that the Centre is kept clean and tidy in accordance with the reasonable standards required by the Parish Council
- 7 Ensure that users of the Centre comply with all regulations governing the care of children published by Milton Keynes Council
- 8 Not carry out any alterations or improvements to the Centre without informing the trustees who will obtain the prior written consent of the Parish Council
- 9 Pay all business or other rates and taxes which may be charged in respect of the Centre or a proper proportion of Business rates or other rates and taxes applicable to it.

- 10 Pay all charges for water, electricity, gas and any other services consumed/used at the Centre
- 11 Provide insurance cover of the Centre for the following:-
 - Public liability and loss suffered by or injury caused to any third party visiting or using the Centre. This public liability and third party cover will be for a minimum level of cover of £5,000,000.00 for any single incident with no limit to the number of claims which may be made in any year
 - in the event that the Management Committee has employees, employers liability for a minimum level of cover of £10,000,000.00
- 12 Provide the Council with copies of the insurance policies specified in clause 11 and copies of annual certificates
- 13 Keep the Council fully indemnified from and against all actions costs claims demands and liability whatsoever in respect of injury (including fatal injury) or damage to person or property due to or arising from the act neglect or default of the Trustees', the Management Committee or its employees
Items 11, 12 & 13 will be arranged by the Parish Council with their Insurers and the Committee recharged with the cost.
- 14 Provide to the Trustees:-
 - information as to any incidents at the Centre without delay
 - copies of all relevant documents reports and minutes of all meetings held, as required by the Parish Council and Trustees who will pass copies on to the Council.
 - details of any maintenance requirements
- 15 Maintain an incident book in which all matters involving injuries or accidents involving persons or property are promptly recorded

- 16 Ensure that all equipment used for all activities by the employees or users permitted to use the Centre is kept safe and secure
- 17 Comply with all statutory requirements in particular the relevant legislation concerning equalities and take all reasonable steps to ensure that all employees of, and contractors engaged by, the Management Committee or users permitted to use the Centre obey these requirements. When requested by the Trustees produce written evidence of such compliance.
- 18 Ensure that any person using the Centre to coach or train young people under the age of 18 years is registered on the Milton Keynes Council Community Group Registration Scheme and holds a card which can be presented to the Trustees' showing proof of membership. A Register of user groups on this Scheme will be kept by the Management Committee
- 19 Comply with the provisions of the Health and Safety at Work etc. Act 1974 and any subsequent legislation or regulations and with the Parish Council's policy for safety standards and procedures in public buildings
- 20 Use its best endeavours to enforce the no-smoking ban within the Centre
- 21 Maintain proper books of account in relation to the Centre in a competent manner, ensure that a monthly Income & Expenditure report is submitted to the trustees' and an annual set of accounts is prepared and submitted to the charity commission.
This service to be provided free of charge by the Responsible Financial Officer of the Parish Council who will also provide monthly cashflow and expenditure spreadsheets to the Committee
- 22
 - i) Not allow any member of the Management Committee to make any application for any licence or a club registration certificate under the Licensing Act 1964 without the Parish Council's prior written approval
 - ii) Not allow the sale of alcohol on the premises
- 23 Maintain fire extinguishers at the Centre and comply in all respects with the reasonable requirements of the Council as regards fire precautions and all requirements of the fire officer

- 24 Be responsible for the proper disposal of waste from the Centre
- 25 Maintain all internal fixtures and fittings within the Centre, e.g. light fittings, sanitary ware, but excluding the items mentioned under Councils Obligations in clause 4.5 of the Management agreement between the Parish Council and the Trustees.
- 26 Repair minor defects to the flooring and otherwise regularly maintain the floor coverings but excluding re-sanding and other major maintenance which are part of the Councils obligation under Item 4.2 of the Management agreement between the Parish Council and the Trustees
- 27 Decorate the interior of the Centre
- 28 Establish and maintain regular contact with User Representatives and allow representation at Management Committee Meetings.
- 29 Keyholders
- 29.1 The Management Committee will appoint at least two keyholders who shall retain at least one set of the keys to all buildings, doors, gates, padlocks, etc at the Centre
- 29.2 Details of the keyholders shall be given to the Facility's Officer at the Council who will inform the alarm company of the details and any subsequent changes
- 29.3 One full set of keys to all doors, gates and padlocks etc to the building shall be retained by the Council. Any subsequent changes to the keys shall be provided to the Council without delay.
- 30 Appoint personnel on terms to be settled between the Trustees, Management Committee and the individual to assist in the running and care of the Centre provided that at no time shall the individual reside at the Premises.
- 31 To hold a minimum of four meetings per year and to keep minutes of all meetings held and to provide a copy to any trustee if requested.

5. Budgetary Control

- i) Emergency and day to day expenditure can be incurred by the committee up to a value of £250 per month as included in the approved cash flow
- ii) All expenditure over £250 per month must be approved by two Trustees
- iii) Where a single item of expenditure is likely to exceed £500 three quotations must be obtained for approval by two Trustees to ensure best value.

6. Termination of Agreement

This agreement may be terminated by either party giving 28 day's written notice to the other.

Signed on behalf of the Emerson Valley Community Centre Trust

Chairman

Date

Signed on behalf of the Emerson Valley Community Centre Management Committee.

Chairman

Date

Appendix B

SHENLEY BROOK END & TATTENHOE PARISH COUNCIL

and

EMERSON VALLEY COMUNITY CENTRE TRUSTEES

AGREEMENT

For the Management of the
Emerson Valley North Community Centre
Milton Keynes

2. Agreement

This agreement between Shenley Brook End and Tattenhoe Parish Council (the Council) and the Emerson Valley Community Centre Trustees' (the Trustees') sets out the arrangements for the management of the Emerson Valley Community Centre (the Centre), whose address is given below.

1.1 Addresses

The Council's address is Shenley Brook End & Tattenhoe Parish Council, 1Wimborne Crescent, Westcroft, Milton Keynes MK4 4DB.

The Trustees' address is Emerson Valley Community Centre Trustees' c/o 1 Wimborne Crescent, Westcroft, Milton Keynes MK4 4DB.

The address of the centre is Emerson Valley North Meeting Place. 2 Roeburn Crescent, Emerson Valley, Milton Keynes.

2. Management of the Premises

2.1 The Trustees' will appoint a management committee to manage the premises as a Community Hall and Meeting Place only, on behalf of the Council in accordance with the terms and conditions in this agreement.

5. Commencement and Term

The Trustees' will manage the centre for 5 years from 1st June 2015 unless either party serves 28 day's notice of termination as set out in clauses 6 & 7 below.

6. The Council's Obligations

The Council will:-

- 4.1 permit the Trustees' to use and manage the Centre free of charge
- 4.2 repair and maintain the structure of the Centre including glazing and social area flooring,
- 4.3 decorate the exterior of the Centre as determined by the Council's planned maintenance schedule
- 4.4 provide buildings and contents insurance cover at a level recommended by the Council's insurance company.
- 4.5 maintain and replace any defective or damaged parts of the heating, ventilation systems, plant, drainage, water and electrical services
- 6.6 maintain all external pathways within the curtilage of the Centre
- 4.7 resurface the external paved areas and re-fence the external grassed and paved areas within the perimeter of the premises when necessary by agreement

5. The Trustees' Obligations

The Trustees' will appoint a Management Committee who will

- 5.1 manage the Centre and ensure that it is used only as a Community Hall and Meeting Place unless the prior written consent for different use has been obtained from the Council
- 5.2 charge fees for the use of the Centre according to the fee scales determined by the Management Committee and approved by the Trustees' having regard to what is a reasonable charge for the hire of similar buildings for community recreation or civic purposes in the Milton Keynes area
- 5.3 ensure that the use of the Centre is properly authorised and that users observe the terms of hire and use the facilities in a proper manner

according to the nature of the use

- 5.4 allow access to the Centre for the Council, its agents, contractors, employees, and all others authorised by it at any reasonable time and on reasonable notice except in case of emergency
- 5.5 participate in an annual monitoring visit to be carried out by an officer from the Council and act upon joint findings
- 5.6 ensure that the Centre is kept clean and tidy in accordance with the reasonable standards required by the Council
- 5.7 ensure that users of the Centre comply with all regulations governing the care of children published by Milton Keynes Council
- 5.8 not carry out any alterations or improvements to the Centre without the prior written consent of the Council
- 5.9 pay all business or other rates and taxes which may be charged in respect of the Centre or a proper proportion of Business rates or other rates and taxes applicable to it.
- 5.10 pay all charges for water, electricity, gas and any other services consumed/used at the Centre
- 5.11 provide insurance cover of the Centre for the following:-
 - 5.11.1 Public liability and loss suffered by or injury caused to any third party visiting or using the Centre. This public liability and third party cover will be for a minimum level of cover of £5,000,000.00 for any single incident with no limit to the number of claims which may be made in any year
 - 5.11.2 in the event that the Management Committee has employees, employers liability for a minimum level of cover of £10,000,000.00
- 5.12 provide the Council with copies of the insurance policies specified in clause 5.11 and copies of annual certificates

5.13 keep the Council fully indemnified from and against all actions costs claims demands and liability whatsoever in respect of injury (including fatal injury) or damage to person or property due to or arising from the act neglect or default of the Trustees', the Management Committee or its employees.

Items 5.11, 5.12 and 5.13 will be arranged by the Parish Council with their Insurers and the Committee recharged with the cost.

5.14 Provide to the Council:-

- information as to any incidents at the Centre without delay
- copies of all relevant documents reports and minutes of all meetings held, as required by the Council
- details of any maintenance requirements

5.15 maintain an incident book in which all matters involving injuries or accidents involving persons or property are promptly recorded

5.16 ensure that all equipment used for all activities by the employees or users permitted to use the Centre is kept safe and secure

5.17 comply with all statutory requirements in particular the relevant legislation concerning equalities and take all reasonable steps to ensure that all employees of, and contractors engaged by, the Management Committee or users permitted to use the Centre obey these requirements. When requested by the Council produce written evidence of such compliance.

5.18 ensure that any person using the Centre to coach or train young people under the age of 18 years is registered on the Milton Keynes Council Community Group Registration Scheme and holds a card which can be presented to the Council showing proof of membership. A Register of user groups on this Scheme will be kept by the Management Committee

5.19 comply with the provisions of the Health and Safety at Work etc. Act 1974 and any subsequent legislation or regulations and with the Council's policy

for safety standards and procedures in public buildings

- 5.20 use its best endeavours to enforce the no-smoking ban within the Centre
- 5.21 maintain proper books of account in relation to the Centre in a competent manner, ensure that an annual set of accounts is prepared and submitted to the charity commission
This service to be provided free of charge by the Responsible Financial Officer of the Parish Council who will also provide monthly cash flow and expenditure spreadsheets to all Trustees.
- 5.22 i) not allow any member of the Management Committee to make any application for any licence or a club registration certificate under the Licensing Act 1964 without the Council's prior written approval
- ii) Not allow the sale of alcohol on the premises
- 5.23 maintain fire extinguishers at the Centre and comply in all respects with the reasonable requirements of the Council as regards fire precautions and all requirements of the fire officer
- 5.24 be responsible for the proper disposal of waste from the Centre
- 5.25 maintain all internal fixtures and fittings within the Centre, e.g. light fittings, sanitary ware, but excluding the items mentioned in clause 4.5
- 5.26 repair minor defects to the flooring and otherwise regularly maintain the floor coverings but excluding re-sanding and other major maintenance requirements which are part of the Council's obligation under clause 4.2.
- 5.27 decorate the interior of the Centre
- 5.28 establish and maintain regular contact with User Representatives and allow representation at Management Committee Meetings..

6. Termination of Agreement by the Council

6.1 This agreement may be terminated by the Council giving the Trustees' 28 days written notice in the event of any of the following:-

6.2 a persistent breach of the terms of this agreement by the Trustees'

6.3 if, after proper warning, the Trustees' fail to comply with any reasonable lawful directions relating to this agreement and the use of the Centre given by the Council in writing

7. Termination of Agreement by the Trustees'

This agreement may be terminated by the Trustees' giving Council 28 day's written notice to the Responsible Financial Officer to the Council.

8. Access by the Council

8.1 The Council shall have the right of access to the premises in any emergency and also the right to use the premises as a Polling Station, or enable Milton Keynes Council to do so, when required.

9. Service of Notices

9.1 Any notice required to be served on the Council shall be properly served if sent by special delivery to the Responsible Financial Officer to the Council at the Council's address stated in clause 1.1 and signed on behalf of the Trustees' by its Chairman or Secretary

9.2 Any notice required to be served on the Trustees' shall be properly served if sent by special delivery to the Trustees' home address.

10. Appointment of Personnel

10.1 The Management committee may appoint personnel on terms to be settled between the Trustees, Management Committee and the individual, to assist in the running and care of the Centre provided that at no time shall the individual reside at the Premises.

11 Keyholders

11.1 The Management Committee will appoint at least two keyholders who shall retain at least one set of the keys to all buildings, doors, gates, padlocks, etc at the Centre

11.2 Details of the keyholders shall be given to the Facility's Officer at the Council who will inform the alarm company of the details and any subsequent changes.

11.3 One full set of keys to all doors, gates and padlocks etc to the building shall be retained by the Council. Any subsequent changes to the keys shall be provided to the Council without delay.

12. Non creation of a tenancy.

12.1 It is agreed that there is no intention on behalf of the Council or the Trustees' or this management agreement to operate as a tenancy of the Centre.

Signed on behalf of the Council

Chairman _____

Date _____

Signed on behalf of the Emerson Valley Community Centre Trustees

Chairman _____

Date _____