Caistor Town Council – Community Facilities Management Policy

1. Purpose
This policy sets out how Caistor Town Council manages its community assets in partnership with local organisations. It aims to ensure consistency, fairness, and sustainability while maximising community benefit.

2. Principles
- **Fairness & Transparency** – Agreements will be clear, consistent, and proportionate to the benefit derived.
- **Community Benefit** – Facilities are primarily for the benefit of Caistor residents and local groups.
- **Shared Responsibility –** Day-to-day management is delegated to community organisations where appropriate, while the Council retains responsibility for the long-term fabric of buildings.
- **Sustainability** – Arrangements will support the long-term viability of both facilities and user groups.

3. Types of Agreement
The Council will use one of the following arrangements depending on the facility:
1. **Management Agreement** – for facilities operated by a charity or community group on behalf of the town council (e.g. Town Hall).
2. **Lease** – for facilities operated by a separate entity on an exclusive basis (e.g. Sports & Social Club).
3. **Licence –** for shared, seasonal use of facilities, or where the land is open to the public (e.g. sports clubs using pitches).

The Council will apply a consistent approach to setting rents, licence fees, or contributions. Charges will take account of: (a) the scale and exclusivity of use, (b) the financial capacity of the organisation, and (c) the cost of maintaining the facility. This ensures transparency and proportionality across all facilities.

4. Responsibilities
4.1 Council Responsibilities
The Council will normally retain responsibility for:
- Structural fabric of buildings (roof, walls, foundations, major capital repairs).
- Statutory compliance relating to building ownership (e.g. asbestos register, fire safety of fabric).
- Insurance of the building structure.
- Provision of a budget for long-term building upkeep.

4.2 Community Organisation Responsibilities
Community organisations managing facilities will normally be responsible for:
- Day-to-day running and management of the building/facility.
- Utilities, cleaning, caretaking.
- Routine maintenance and minor repairs.
- Public liability insurance and insurance of contents.

- Health & safety in relation to their activities and users.
- Annual reporting to the Council (accounts, usage data, maintenance undertaken).

Where responsibility for insurance may overlap (e.g. damage arising from both user activity and building structure), the respective liabilities will be clarified in the individual agreement to avoid ambiguity. Organisations must promptly notify the Council of any incident likely to give rise to a claim.

5. Specific Facility Arrangements

5.1 Town Hall (Charity Community Group)

- The Town Hall is operated under a Management Agreement with the charity group.
- The charity is responsible for: daily operation, bookings, utilities, routine maintenance, contents insurance, and public liability insurance.
- The Council retains responsibility for: the building fabric and structural works.

Council Office Use

- The Council retains use of one room within the Town Hall for office purposes at no cost.
- This office space will be assigned a **notional rental value**, based on local market rates for comparable premises.
- The notional rental value will be reviewed at the same 3-year interval as the Management Agreement.

Offsetting Arrangement

- The notional rental value of the Council's office will be treated as an **in-kind contribution** by the Council towards the running costs of the Town Hall.
- This contribution will be recorded in the charity's annual report to the Council to ensure transparency.
- Any financial contributions otherwise expected from the charity will be adjusted to take account of this in-kind support, with the aim of making the arrangement cost-neutral.

Agreement Terms

- A peppercorn rent may be applied to formalise the arrangement.
- The Management Agreement will be reviewed every 3 years, alongside a reassessment of responsibilities, financial contributions, and the office use valuation.

5.2 Sports & Social Club (CIC)

- Operated under a **Lease Agreement**.
- Current rent: charged per lease agreement.
- Tenant responsible for day-to-day running, internal repairs, insurance, and utilities.
- Council retains responsibility for building fabric unless specified otherwise in lease.
- Rent reviewed periodically to ensure fairness and sustainability.

5.3 Sports Facilities (Football, Cricket, etc.)

- Operated under **Licence Agreements**.
- Seasonal or (multi) annual licences grant use of pitches/facilities.
- Clubs responsible for pitch upkeep to playing standard and for public liability insurance.
- Council responsible for major infrastructure (drainage, boundary fences, pavilion fabric).
- Licence fees set to contribute towards grounds maintenance.

Unless otherwise specified, all leases, licences, and management agreements will be subject to a formal review at least once every three years, in line with the review period of this policy.

6. Fee-Setting Framework

When setting rents, licence fees, or financial contributions, the Council will apply a consistent framework to ensure fairness and transparency. The following factors will be considered:

1. **Exclusivity of Use –** whether the facility is used solely by one organisation or shared with others.
2. **Size & Scale of Facility –** the physical size of the facility (e.g. football pitch, cricket field, tennis courts) and the associated cost of upkeep, with larger or higher-maintenance facilities attracting proportionately higher contributions.
3. **Scale of Benefit –** the extent to which the facility is available to and benefits the wider community.
4. **Financial Capacity –** the turnover and reserves of the organisation, to ensure charges are proportionate and do not undermine viability.
5. **Level of Responsibility –** the extent of maintenance, management, and operational costs borne by the organisation compared to the Council.
6. **Market Value –** local rental or usage benchmarks will be used to establish a notional value, ensuring contributions are realistic and evidence-based.
7. **In-kind Contributions –** where the Council provides in-kind support (e.g. office use, utilities, or capital works), the value will be recognised and offset transparently.

Review Process

- All charges will be reviewed at least every three years, in line with the review period of the underlying agreement.
- Any changes to rents, fees, or contributions will be supported by a short written statement setting out the rationale, to ensure transparency and accountability.

7. Governance

- The Town Council will receive an **annual report** from each managing group, covering:
    - Financial accounts.
    - Facility usage statistics.
    - Maintenance undertaken.
- Agreements will include clear dispute resolution and termination clauses. The dispute resolution process will normally follow these stages: (a) informal discussion between the parties, (b) mediation facilitated by an independent third party, and (c) final determination by the Town Council. This framework ensures disputes are handled fairly, transparently, and consistently.
- A register of all agreements will be maintained and reviewed annually.

8. Review of Policy

This policy will be reviewed every 3 years or sooner if required.