

Meeting of:	<b>Cabinet</b>
Date of Meeting:	<b>Monday, 05 October 2020</b>
Relevant Scrutiny Committee:	Learning and Culture
Report Title:	Youth Service Hire Agreement with Glamorgan Voluntary Service (GVS)
Purpose of Report:	To approve the hire agreement between the Youth Service and GVS for use of the CF61 building in Llantwit Major
Report Owner:	Councillor Kathryn McCaffer, Cabinet Member for Leisure, Arts and Culture
Responsible Officer:	Paula Ham, Director of Learning and Skills
Elected Member and Officer Consultation:	Martin Dacey, Lead officer for Social Inclusion and Wellbeing Tara Reddy, Senior Youth Manager - Universal Provision Morwen Hudson, Head of Standards and Provision
Policy Framework:	The recommendations of this report are within existing policy framework and budget
<p>Executive Summary:</p> <ul style="list-style-type: none"> <li>• The Glamorgan Voluntary Service are current lease holders of CF61 community building in Llantwit Major.</li> <li>• The agreement will allow the Vale Youth Service to hire the building two evenings per week for youth activities in the area.</li> <li>• The hire agreement was £10k pa and increases to £10,500 pa from 1 October 2020.</li> </ul>	

## **Recommendations**

1. That Cabinet agree (both retrospectively and for future reference) to the Vale of Glamorgan Youth Service taking out a 3 year licence commencing on 7<sup>th</sup> June 2019 for use of the CF61 building for the activities connected to the service from Glamorgan Voluntary Service (GVS).
2. That authority be given to the Monitoring Officer/Head of Legal and Democratic Services to negotiate and complete the licence referred to in recommendation 1 in consultation with the Section 151 Officer and the Director of Learning and Skills. A copy of the draft Licence to Hire and Occupy - Main Hall and Rooms 1 and 2 at Llantwit Major Community Centre (CF61) is attached at Appendix 1.

## **Reasons for Recommendations**

1. To ensure that the correct permissions have been sought for the occupation to date which will support youth activities to continue to run in the Llantwit Major area.
2. To provide the authority for the Council to negotiate the terms of and enter into the Licence.

## **Background**

- 1.1 CF61 is a community space located on Station Road, Llantwit Major and was the former youth service run Llantwit Major Youth Centre.
- 1.2 The CF61 building is run by Glamorgan Voluntary Service (GVS) via leasehold community use of the building.
- 1.3 GVS took over the lease last year and to ensure the continued delivery of youth provision in the area, the Youth Service use the entire building for two evenings a week at cost of £10,000 per annum. Appendix 1 refers to an increase in the Licence Fee p.a. to £10,500 from 1 October 2020.
- 1.4 The above has enabled the Youth Service to provide an open access youth club, project sessions, Duke of Edinburgh (DofE) course and school holiday activities in the building in the last year.

## **2. Key Issues for Consideration**

- 2.1 The Youth Service provide informal education and social activities for young people aged 11- 25. This includes open access youth club, accreditation and participation opportunities.
- 2.2 CF61 is currently the best option for providing youth activities in the area. There has been a youth club in the building for a number of years and has long been recognised by young people in the area as a base for youth activities.

- 2.3** This is the largest and most appropriate venue available in the area and will provide the service with scope to provide a number of different activities for young people due to the facilities available at the centre.
- 2.4** The agreement supports collaboration with GVS and the aim is to work together on community projects going forward.
- 2.5** The agreement covers the following arrangements:-
- Designated Times: weekly sessions of use during the licence period on Monday between the hours of 3.30pm and 9.30pm and Wednesday between the hours of 4.30pm and 9.30pm.
  - Licence Period: a period of 3 years from and including 07 June 2019 until the date on which this licence is determined in accordance with clause 5.

### **3. How do proposals evidence the Five Ways of Working and contribute to our Well-being Objectives?**

- 3.1** The Youth Service focusses on preventing young people from becoming NEET, this is set out in the Youth Engagement and Progression Framework and the Welsh Government Child Poverty Strategy. It helps support the national and local indicator of percentage of young people in education, employment or training, under the Well-being of Future Generations Act 2015.
- 3.2** The Vale of Glamorgan Council's Corporate Plan (2020-2025) outlines that the first of our wellbeing objectives is to work with and for our communities. Objective one mentions effective engagement with the community to understand the diverse needs. The Youth Service provision looks to clearly enable the progression of the aforementioned objective.
- 3.3** Active engagement in the community and with the voluntary sector are important. This agreement will support the service to work collaboratively with GVS and the local community.

### **4. Resources and Legal Considerations**

#### **Financial**

- 4.1** The proposed licence fee has been increased from £10,000 to £10,500.
- 4.2** Youth Service has allocated budget within the core budget to pay for the agreement.

#### **Employment**

- 4.3** There are no employment considerations

### **Legal (Including Equalities)**

- 4.4** The licence document will be reviewed by Legal and Estates colleagues prior to signing.

### **5. Background Papers**

None.

**Dated:**

**2019**

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**LICENCE TO HIRE AND OCCUPY**

**Main Hall and Rooms 1 and 2 at Llantwit Major Community Centre (CF61)**

between

**Glamorgan Voluntary Service**

and

**Vale of Glamorgan Council**

This licence is dated

## Parties

- (1) **GLAMORGAN VOLUNTARY SERVICES** of Barry Community Enterprise Centre, Skomer Road, Barry, Vale of Glamorgan CF62 9DA (Charity Number 1163193) **(Licensor)**
- (2) **VALE OF GLAMORGAN COUNCIL** of Civic Offices, Holton Road, Barry, Vale of Glamorgan CF63 4RU **(Licensee)**

## Agreed terms

### 1. Interpretation

The following definitions and rules of interpretation apply in this licence.

#### 1.1 Definitions:

**Centre:** all that land and buildings known as Llantwit Major Community Centre (CF61) Station Road, Llantwit Major

**Common Parts:** such roads, paths, entrance halls, corridors, staircases, landing and other means of access in or upon the Centre the use of which is necessary for obtaining access to and egress from the Property

**Common Facilities:** such facilities including toilets and kitchen area at the Centre as shall from time to time be designated by the Licensor for such purposes as are usually attributed to such facilities or as may be specified from time to time by the Licensor

**Designated Times:** weekly sessions of use during the Licence Period on Monday between the hours of 3.30pm and 9.30pm and Wednesday between the hours of 4.30pm and 9.30pm

**Licence Fee:** £10,000.00 per annum payable in accordance with clause 3 or such other amount as the Licensor may from time to time determine and agree with the Licensee in accordance with clause 4. This fee will increase to £10,500.00 per annum with effect from 1 October 2020.

**Licence Period:** a period of 3 years from and including 07 June 2019 until the date on which this licence is determined in accordance with clause 5.

**Permitted Use:** Vale of Glamorgan Youth Service activities

**Property:** the Main Hall and Rooms 1 and 2 at the Centre

- 1.2 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.3 Unless otherwise specified, a reference to laws, statute or statutory provision is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.4 A reference to **writing** or **written** excludes fax.
- 1.5 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.6 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.7 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England and Wales.

## **2. Licence to occupy**

- 2.1 Subject to clause 3 and clause 4, the Licensor permits the Licensee to occupy the Property for the Permitted Use for the Licence Period during the Designated Times in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use) together with the right to use the Common Parts and Common Facilities
- 2.2 The Licensor and Licensee acknowledge agree and/or warrant that:
- (a) the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant or employer and employee or partnership or trading address is created between the Licensor and the Licensee by this licence;
  - (b) the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property;
  - (c) the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 2.1 may only be exercised by the Licensee and its employees, officers, agents and representatives;
  - (d) the Licence Fee covers use of the Property, the toilets and the kitchen area, plus tables chairs and other equipment as required

- (e) all equipment and materials stored and located at the Centre and owned by the Licensor during the Licence Period will remain in the ownership and possession of the Licensor and will not be used for other purposes other than in connection with the Permitted Use unless otherwise agreed or permitted in writing with without the Licensor's Chief Executive or a member of the Licensor's senior management team;
- (f) the Licensee shall be responsible for any damage caused to the Property; the Centre or the Licensor's equipment during the Designated Times and as a result of the Permitted Use and the Licensor reserves the right to request a reasonable additional fee to cover the cost of making good any defect or damage caused.
- (g) this agreement does not imply that the Licensee may use the Licensor's name neither does it consent to imply or state the Licensor's support, management or otherwise of the Licensee and its activities under the Permitted Use;
- (h) this agreement does not imply use of the Centre's address for any personal activities by staff, volunteers, clients or agents of the Licensor
- (i) this agreement does not imply use of the Licensor's public liability insurance outside of the Centre

### **3. Licensee's obligations**

The Licensee agrees and undertakes:

- (a) to pay to the Licensor the Licence Fee on annual quarterly basis throughout the Licence Period
- (b) not to use the Property other than for the Permitted Use except that the scope of the Permitted Use may be varied or extended with the prior written consent of the Licensor;
- (c) to keep the Property clean, tidy and clear of rubbish and to leave the Property in a clean and tidy condition and to remove the Licensee's equipment and goods from the Property at the end of each of the Designated Times;
- (d) not to obstruct the Common Parts, or make the Common Parts and Common Facilities dirty or untidy and to leave any rubbish on them;
- (e) not to use the Property for any political activity or campaigning that would conflict charitable aims and objectives of the Licensor;
- (f) not to make any alteration or addition whatsoever to the Property;
- (g) not to do or permit to be done on the Property anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or other users of the Centre or any owner or occupier of neighbouring property;

- (h) not to cause or permit to be caused any damage to the Property, the Centre, the Licensor's equipment.
- (i)
  - i. to observe any reasonable rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Property, the Common Facilities and the Common Parts and in particular to comply with the Licensor's health and safety policies; •
  - ii. to observe and comply with all GVS instructions, Government Advice and advice from Public Health Wales regarding safety relating to COVID 19 or any other occasion when an epidemic or pandemic is declared and to accept responsibility to ensure the safety of staff, volunteers and all users of the building under the terms of this sub-clause.
- (j) to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
  - (i) this licence;
  - (ii) any breach of the Licensee's undertakings contained in clause 3; and/or
  - (iii) the exercise of the Permitted Use and any rights given in clause 2;

#### **4. Licensor's obligations**

The Licensee agrees and undertakes:

- (a) not to vary the Licence Fee at any time during the first 12 months of the Licence Period and thereafter not to vary the Licence Fee without giving the Licensee 3 months' notice of the intention to do so and not to vary the Licence Fee more than once a year during the last two years of Licence Period;
- (b) to inform the Licensee as soon as reasonably practicable of any changes to the opening hours of the Centre or any other issues or events that would interfere with the Licensee's Permitted Use

#### **5. Termination**

5.1 This licence shall end on the earliest of:

- (a) the end of the Licence Period; or
- (b) the expiry of any notice given by the Licensor to the Licensee at any time on breach of any of the Licensee's obligations contained in clause 3; or
- (c) the expiry of not less than 3 months' notice given by the Licensor to the Licensee or by the Licensee to the Licensor.

5.2 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

## **6. Notices**

6.1 Any notice or other communication given under this licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the relevant party as follows:

- (a) to the Licensor at the address at the beginning of this agreement; and
  - (b) to the Licensee at the address at the beginning of this agreement;
- or as otherwise specified by the relevant party by notice in writing to each other party.

6.2 Any notice or other communication given in accordance with clause 5.1 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or other communication is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.

6.3 A notice or other communication given under this licence shall not be validly given if sent by e-mail.

6.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **7. Limitation of Licensor's liability**

7.1 Subject to clause 7.2, the Licensor is not liable for:

- (a) the death of, or injury to the Licensee, its employees, customers or invitees to the Property; or
- (b) damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Property; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Property in the exercise or purported exercise of the rights granted by clause 2.

7.2 Nothing in clause 7.1 shall limit or exclude the Licensor's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

**8. Confidentiality**

8.1 Each party undertakes that it shall not at any time during this agreement, disclose to any person any confidential information concerning the business, affairs and clients of the other party unless expressly permitted to do so by the other party.

**9. Entire agreement**

Until such time as an alternative licence is agreed in writing this licence constitutes the whole agreement in respect of the occupation of the Property.

**10. Third party rights**

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

**11. Governing law**

This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**12. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

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

Signed for and on behalf of  
GLAMORGAN VOLUNTARY SERVICE  
[Licensor]

Signed by for and on behalf of  
VALE OF GLAMORGAN COUNCIL  
**[Licensee]**