

Haringey Community Centres Network / LBH meeting 12.9.2023

Brief draft notes

Attendees:

- Dave Morris - Lordship Hub + Chair of HCCN
- Leyla Laksari – Living Under One Sun / Down Lane Community Café and Hub
- Jess Crowe – Director of Culture, Haringey Council Strategy and Engagement
- Jonathan Kirby – Assistant Director, Haringey Council Capital Projects and Property
- Tejas Patel - Manager, Community Hub Wood Green
- Debra Mendes – Hornsey Vale Community Centre

Introductory remarks:

Dave Morris, for the HCCN, explained that the HCCN had pressed for this 'follow-up' meeting after a number of constructive HCCN/LBH meetings and discussions over the previous 4 years, the last being 18 months ago. These discussions are essential as both sides recognise that the Community Centres sector is a crucial service supporting the borough's residents, which should be fully recognised and working together with the Council to achieve common aims. Centres, many with out of date and unsustainable leases, were really struggling to survive financially even before the covid pandemic and now cost of living crisis further seriously impacted on their functioning and financial health. Despite this the staff and volunteers continue to provide an incredible and unique range of vital services and facilities to their communities. He appreciated that the Council has been reviewing its relationship with the whole voluntary sector and public, having adopted a co-production policy of community/Council collaboration. The covid pandemic had put much of this work on hold, but Centres couldn't wait for that all to be finalised. There was an immediate need for a new and sustainable deal for Centres, many of whom were needing to extend and renegotiate their leases. He ended by pointing to the very constructive negotiations held last year, saying that what had been agreed then, or which had been deferred for further consideration by the Council, should be the starting point for this meeting.

Jess Crowe and Jonathan Kirby put the Council's position. Jess said that she agreed with what the HCCN was saying. The Council was actively reviewing the situation this month (September). What was urgently needed was a set of basic principles of a new and positive Council/Centres relationship, such as enshrined by the draft Heads of Terms under discussion (see below). This, the Council recognised, was a starting point for flexible negotiations with individual Centres as and when needed, bearing in mind each had its own unique historical and physical circumstances to take on board. Jonathan added that he recognised the situation was complex, that there was a need for stability and certainty for Centres and the wider voluntary and community sector, and that Council buildings needed to be used and maintained effectively. He suggested the need for: a. drafting generic principles b. finalising the drafting of a model Heads of Terms template c. pursuing Lease negotiations with individual Centres needing extension of their leases (which was already the case with some Centres).

There then followed a discussion about the best way to recognise the incredible amount of 'social value' generated by Centres, for individuals and communities, including also attracting outside grant funding into Haringey. Dave circulated copies of Council proposals - a useful and practical matrix about how to financially measure this 'social value' in a simple way (see attached) - which had come out of previous discussions. Impact assessments could be made. There were also points made about previous and current funding models (eg circular funding, peppercorn rents, full rent offset due to services provided) versus unsustainable market rent models and full repairing leases.

We then revisited the original model 'Heads of Terms' proposals by the Council for new leases (in bold), our original feedback from last year (not bolded), and any further thoughts/update from this meeting (in italics):

The new draft model Heads of Terms for Community Impact Lease - headlines

- **Lease term: starting point of 5 years – negotiation for up to 25 with business case & rationale (e.g. capital investment)**
 - Original Feedback: HCCN prefer the 25yr lease to be the default or at least the expectation
 - *Thoughts from latest meeting: Council to review, and may consider a 5yr starting point with 25yr guaranteed after that, or if some grant funding was dependent on it. Tenant/lessee might have to show continuing Social Value.*
- **Tenant not able to assign: but may share occupation or formally sub-let part of the property subject to obtaining Landlord's formal consent in a form of a Licence**
- **No structural alterations**
- **Community Impact Rent: discount of 40% on community market rent – only offered for tenants offering community benefit**
 - Original Feedback: HCCN seek value of community services provided to be able to offset rent up to 100%
 - *Thoughts from latest meeting: Council recognise that 40% may be too inflexible, and need to recognise where a range of positive services are provided.*
- **Possible negotiation for initial rent-free period**
- **Rent review at five years, Community Impact discount applied after rent reviewed**
- **Landlord insures building and pays premiums**
 - Original Feedback: Welcomed
- **Landlord responsible for all external repairs & maintenance and statutory compliance works**
 - Original Feedback: Welcomed
 - *Thoughts from latest meeting: Council buildings were being checked by Property Services in the light of the RAAC concrete crisis. HCCN said tenants/lessees need guarantees of alternative temporary sites needed if major works are needed at any site. This should also be in any new lease.*
- **The general waste and recycling collection will be arranged by the Council as Landlord under its Corporate Contract with the Waste Management company**
 - Original Feedback: Welcomed
- **Tenant liable for business rates & utilities**
- **Use: tenant to permit 200 hours per annum of free use of space to share with other voluntary and public sector organisations directed by the Landlord**
- **In the event of a Borough wide emergency, epidemic or pandemic to permit the Landlord to use the building for emergency services at no additional cost**
- **The Tenant will have an option to break, for any reason, at any time after the first year by giving 3 months notice**
- **If the Council requires the site for redevelopment then notice to be served will not be less than 12 months**
 - Original Feedback: Concern about this. If it goes ahead, can commitment for Council to find alternative premises in these circumstances, be included?
 - *Thoughts from latest meeting: As above*
- **The Landlord will request to see a Business Case for new and existing community and voluntary sector organisations**
- **The Lease will be excluded from the security of tenure provisions of Part 11 sections 24-28 of the Landlord and Tenant Act 1954 (right to renew)**
- **The Tenant can request to extend the lease for a maximum period of 5 years. The request must be made in writing within the last 6 months of the existing lease term.**
 - Original Feedback: this should be stronger, the default position being extension – Council should have to provide reason not to renew lease – “Council could not reasonably refuse”
 - *Thoughts from latest meeting: See first bullet point above...*

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- **Promoting, supporting and coordinating the Voluntary and Community Sector**

Contract for this work is up for renewal. HCCN reps said that any new contract should enshrine the need to empower, not just to inform and service the sector - and to actively support/strengthen existing networks like the HCCN. Should be accountable to the VCS sector. Council said the key was to strengthen the sector's capacity.

- **Neighbourhoods**

The Council are considering re-visiting neighbourhood/ward-based options for engagement etc (eg. as existed 15-20 yrs ago). This is a separate but related issue to the above.

- **Next steps:**

- The Council will consider the points raised and discussed at the meeting
- A follow-up LBH/HCCN meeting in 6-8 weeks with a focus on Lease Heads of Terms