

Cabinet 18 December 2019	 TOWER HAMLETS
Report of: Ann Sutcliffe, Corporate Director, Place	Classification: Unrestricted
Tower Hamlets Cemetery Park (Excluding the Soanes Centre), Southern Grove E3; Grant of Long Lease	

Lead Member	Mayor John Biggs, Lead Member for Asset Management
Originating Officer(s)	Alan McCarthy, Interim Head of Asset Management Ralph Million, Senior Strategic Asset Manager Patrick Azikie, Strategic Asset Manager
Wards affected	Mile End
Key Decision?	Key
Forward Plan Notice Published	02 October 2019
Reason for Key Decision	Significant financial implications from the grant of a long lease at a peppercorn rent. The decision is outside the scope of delegated authority.
Strategic Plan Priority / Outcome	<ol style="list-style-type: none"> 1. People are aspirational, independent and have equal access to opportunities; 2. A Borough that our residents are proud of and love to live in; 3. A dynamic outcomes-based Council using digital innovation and partnership working to respond to the changing needs of our Borough.

Executive Summary

The report proposes that a new 30 year lease of Tower Hamlets Cemetery Park (excluding the Soanes Centre) is granted to the Friends of Tower Hamlets Cemetery Park, hereinafter referred to as the Friends. The Friends will undertake a project to improve the Lodge then use and let out space within the Lodge on short term hire agreements.

Recommendations:

The Mayor in Cabinet is recommended to;

1. Agree that the Council will grant a new lease to the Friends for a term of 30 years at a peppercorn rent, covering the Cemetery Park, but excluding the Soanes Centre and on the main terms set out in paragraph 3.8.
2. Agree to delegate authority to the Corporate Director of Place to agree the remaining terms of the lease and minor variations to the terms set out in this report.
3. Note the equalities considerations as set out in section 4.

1. REASONS FOR THE DECISIONS

- 1.1 The report proposes that a new lease, for a term of 30 years, is granted to the Friends. In April 2018 the Friends, via their appointed architects, made a planning application for the change of use of the Lodge from caretaker's premises to mini cinema, workshop/exhibition space including some alterations and extensions. Spaces within the lodge building can be let out to other organisations on short term hire agreements. Planning permission was granted on the 21st June 2018.
- 1.2 The decisions will secure the long term future of the site and the position of the operator. A Cabinet decision is required because the grant of the lease represents a disposal of Council land and at less than the best consideration reasonably obtainable, which is outside the scope of officer delegated decision making.

2. ALTERNATIVE OPTIONS

- 2.1 There are three main options;
 - Do nothing. This would result in the Friends facing difficulties with fund raising for the project to improve the Lodge and long term planning.
 - Grant a shorter lease. This is unlikely to be acceptable to the Friends as it would not enable the benefits of a long term lease to be realised.
 - Agree the proposals in this report. This would enable a series of benefits to be realised, in particular enabling the Friends to raise funding and develop long term plans for the site along with having the ability to raise income via short term hire agreements for space within the Lodge.

3. DETAILS OF THE REPORT

- 3.1 Tower Hamlets Council took over the ownership of the park in 1986. It was declared a Local Nature Reserve in May 2000, along with adjacent open land on Cantrell Road and Ackroyd Drive. It is designated a Site of Metropolitan Importance for Nature Conservation and a Conservation Area. The high brick walls which surround it are on the national register of listed buildings, as are seven individual memorials (all Grade II). Covering an area of about 27 acres (10.93 hectares), it was one of seven large private cemeteries to be established in the 19th century to alleviate overcrowding in existing parish burial grounds. Regarded as the seven great cemeteries of the time, the cemeteries are often referred to as “The Magnificent Seven”, a term coined by the architectural historian Hugh Meller in 1981. A plan showing the extent of the land to be covered by the lease is at Appendix 1. The key terms of the proposed lease are set out at Appendix 2 and summarised in paragraph 3.8.
- 3.2 The Soanes Centre to the west of the park is the base of Setpoint London East, an organisation that provides workshops, promoting science and technology, for primary and secondary students. The building is located immediately to the right of the entrance on Southern Grove, opposite the grave of the Soanes family. It is also the temporary home of the Friends but will be excluded from the site demised to them. Setpoint is a completely separate organisation and currently does not have a formal agreement for their occupation but will do in due course. As such, their building will be excluded from the site to be demised to the Friends.
- 3.3 The Friends is a group of local people who came together in 1990 due to their concern over the perception of neglect by successive public sector owners. Their main objectives are to encourage greater use of this inner urban green space as a sanctuary for people and a place of biodiversity.
- 3.4 The Friends have been managing and maintaining the Cemetery Park under a Service Level Agreement (SLA) with the Council since 2004. Under the agreement, the Friends carry out works to the satisfaction of the Council (through the Head of Arts, Parks and Events). The works are set out in the management plan and associated work plan with clearly defined outputs, which is reviewed annually. The management plan, work plan and any subsequent revisions form part of the SLA. The performance and completion of the works are subject to a joint monitoring procedure between the Council and the Friends. A copy of the current SLA is attached to this report as Appendix 3
- 3.5 Payment of £31,900 per annum, as provided for in SLA, are made to the Friends on a quarterly basis in arrears and only on submission of a quarterly invoice. Payment is subject to the continued and satisfactory provision of the services covered by the SLA.
- 3.6 For a number of years, the Friends have expressed a wish for the run down former caretaker lodge within the park to be refurbished and leased to them

as a more permanent and long term base to run their activities and services from. The misalignment between the scope of the current SLA covering the wider park and a proposed lease of just the Lodge meant officers proposed granting the Friends a long term lease of the entire park instead, with the exception of the Soanes Centre. The Friends have engaged constructively with the Council to take this forward. The reasons for this approach include;

- Some current and potential future funding is contingent on having long term security of tenure. The Council recognises that short term leases/arrangements present issues in terms of raising further and more significant capital funding, and the proposal in this report will provide the certainty that the Friends have requested. Many capital funding providers require a minimum lease terms of 25 years as a condition of funding. Supporting the Friends in successful fundraising will generate improved services to Borough residents at no cost to the Council.
- Long term planning. The Friends employ three full time staff and are supported by over 2,600 volunteers. They run a broad range of over 150 fun and educational events each year. As a mature and substantial organisation, it would like appropriate security of tenure to be able to plan for the long term.
- Track record as custodian of the site. The Friends have managed and maintained the Cemetery Park for many years and have grown and improved its activities over this period in partnership with the Council. It has demonstrated good governance and a sound financial track record with a sustainable business model during this period.
- The Friends and Council are both committed to any long lease which will enable the Friends to raise funding to continue to manage and maintain the Cemetery Park at little cost to the Council

3.7 Following lengthy discussions with the Friends, proposals for the terms of a new lease has been provisionally agreed, subject to approval from the Mayor in Cabinet. The terms of the new lease to the Friends are intended to give them the security they need to implement their vision for the future, whilst ensuring that the Council has enough influence to control future change, where it is appropriate to do so.

3.8 The heads of terms are included at Appendix 2. These include the following key provisions;

- A term of 30 years at a peppercorn rent.
- No assignment or sub-letting, except for short-term lets and hire agreements.
- The Friends to be responsible for the internal repair and maintenance of the lodge building, and in accordance with the SLA, the maintenance of the park grounds.
- The Friends to maintain appropriate insurances such as public liability insurance.
- There is a SLA between the Council and Friends, which provides payment to Friends in return for certain management and maintenance services performed by Friends.

- The lease will contain a break option enabling the Council to terminate the lease in the event that the Council ceases or reduces the funding for the Friends to carry out the maintenance of the park, the Council terminates the SLA or, there is a breach by the Friends of the SLA,
- In the event that the Council terminates the lease, the Council may serve an option notice on the Friends, offering to grant them a new lease of the lodge building only, at a market rent.
- The Council's approval is required to significant alterations.

3.9 The grant of the proposed lease to the Friends constitutes a disposal of land at less than the best consideration reasonably obtainable. The Council has a power to do so, provided that the grant of the lease is considered by the Council to "help it to secure the promotion or improvement of the economic, social or environmental well-being of its area." The amount of the undervalue must be less than £2m. Valuation advice was commissioned from a consultancy, Avison Young in 2018 and Council officers can confirm that the undervalue in this case is less than £2m. The grant of the lease will help to achieve these well-being objectives.

3.10 The work of the Friends covers a wide range of activities. Its core activity is;

- Managing a woodland, Cemetery and nature reserve. In a Borough of increasing population and dense urban development, all open space is to be valued. The Cemetery Park offers both open space and access to historic grave stones which make it a particularly valuable asset which the Council wishes to sustain in the long term. The Friends state that "This woodland cemetery is a unique place of transformation: a people's cemetery, a place for remembrance, a sanctuary for humans as well as nature, a place for festivals, field studies and forest schools. Always changing with the seasons it is rooted in the history of the East End, a place of rich heritage that is full of possibilities and freedom for all". In addition, it has been designated a Site of Metropolitan Importance for Nature Conservation. It is regarded as one of the seven great cemeteries of the time (now known as the "Magnificent Seven" as coined by architectural historian, Hugh Meller, in 1981).

3.11 The Friends offer significant, consistent, indispensable community benefit to the Borough for an annual payment from the Council of £31,900 which has remained the same since 2006 and does not cover the cost of one staff member. This is via the SLA for managing and maintaining the 31 acre nature reserve and heritage site that is the Cemetery Park. The amount only represents a small part of the costs needed to protect and care for the Cemetery Park and is substantially less than the likely costs to be incurred by the Council in managing the space directly.

The Friends also run the following community programs:

- 'Grounded Ecotherapy', a horticulture wellbeing group based in Bethnal Green. Every Friday, it provides outdoor practical nature conservation

activities for those that have experienced addiction, homelessness and mental distress.

- A community cohesion programme based in Shandy Park and Swedenborg Gardens. It aims to bring neighbours together to meet and talk using nature as the driving engagement theme. It currently reaches over 2505 people across 150 partners.
- Supports nature based science workshops to over 7000 schoolchildren annually, 90% of which are Tower Hamlets schools.
- Fundraise to generate over £150,000 per year of in-kind contributions to THCP.
- The Friends continue to ensure that their work meets those most in need. They are about to launch new activities in the Cemetery Park that target two particularly vulnerable groups which are the elderly and young families.

Three members of their staff (and supporting board of Trustees, who are volunteers) currently deliver a significant number of community activities outside of the responsibilities of the SLA, many of which focus on those more in need and vulnerable. These include:

- Delivering 150 public events per year, 100 of which are offered free of charge for over 1500 participants.
- Welcoming and working with 2600 volunteers every year to manage the Cemetery Park for wildlife, people and education.
- Partnering with over 40 organisations in Tower Hamlets and the surrounding boroughs.

- 3.12 The land to be demised under the lease to the Friends includes open space. As such, the 1972 Local Government Act requires the Council to publicise its intention to make the disposal, through the grant of a lease, and to consider any objections received.
- 3.13 The notice was published in editions of the Docklands and East London Advertiser for four consecutive weeks commencing on 05 September 2019. No objections were received by the closing date of 26 September 2019.
- 3.14 As stated in paragraph 3.4, there is an SLA in place between the Council and the Friends relating to the Cemetery Park. Under this SLA, the Council contributes £31,900 pa towards the Friend's management and maintenance of the site to defined standards, and to ensure public access. The Council retains responsibility for tree maintenance. The SLA arrangement will continue following the grant of the new lease and will be reviewed in accordance with its terms and the Council's normal procedures. As noted in paragraph 3.8, if there ceases to be, whether through an SLA or other agreement, payments to the Friends for those services, then they can surrender the lease of the Park aspect of the demise.
- 3.15 In Planning terms, the Cemetery Park is a Local Nature Reserve and a Site of Metropolitan Importance for Nature Conservation. Since 2005 there have

been four planning applications, as recorded on the public register, the most recent being for the change of use of the former caretaker's lodge in April 2018. The other three relate to minor works undertaken on the Soanes Centre.

4. EQUALITIES IMPLICATIONS

- 4.1 The Cemetery Park provides a valuable resource, a place for remembrance, sanctuary for humans as well as nature, a place for festivals, field studies and forest schools. These aspects are of particular importance to those without access to private open space or to more distant, rural facilities.
- 4.2 In accordance with the provisions of the Service Level Agreement, equalities monitoring will be undertaken by the council's Parks department as part of a quarterly monitoring plan.
- 4.3 The Friends will aim to ensure that no volunteer or employee, either current or potential, is discriminated against either directly or indirectly on the grounds of age, gender, sexual orientation, ethnicity, race, colour, nationality, cultural origin, religion, disability, experience of mental distress, HIV status, caring responsibility, class, education, employment status, political belief or unrelated criminal conviction (this is not an exhaustive list).
- 4.4 The trustees will be responsible for implementing the equal opportunities policy. This may be delegated to a sub group (HR and personnel sub-committee). The co-ordinator will report to the group or committee. The equality and diversity policy will need to be reviewed annually. All aspects of the policy are monitored as an ongoing practice. An annual review will be carried out by the management committee.
- 4.5 The Friend's charitable objectives include the following with equalities implications;
- to preserve, protect and maintain the landscape of the Tower Hamlets Cemetery Park and Ackroyd Drive Greenlink Local Nature Reserve (the Cemetery Park) including its monuments and biodiversity as a place historic importance and nature reserve for the benefit of the public;
 - to advance the education of the public in particular people living, working or studying in Tower Hamlets through projects and activities provided by the Charity, and by partnering organisations whose aims are complimentary to the objectives of the Charity.

5. OTHER STATUTORY IMPLICATIONS

- 5.1 These have been covered in the main body of the report. Paragraphs 3.9 and 3.12 refer. There are no other statutory implications.

6. COMMENTS OF THE CHIEF FINANCE OFFICER

- 6.1 It is proposed to lease Tower Hamlets Cemetery Park to the Friends, including the Lodge for a thirty year period, charging a peppercorn rental.
- 6.2 This lease does not represent the best financial consideration for this land, with a professional independent market valuation indicating an annual rental of £17,754 being achievable. Over the life of the lease period this would result in a loss of income totalling £532,620 should there be a lessee in situ for the full life of the lease period.
- 6.3 Financial consideration is not the only factor in determining this decision and Council legislation allows for a reduced consideration as long as there is an improvement in well-being of the area and the financial loss is not greater than £2m. Based on the independent valuation, this lease is compliant with LBTH policy

7. COMMENTS OF LEGAL SERVICES

- 7.1 The proposed structure of the letting is the best mechanism for the Council to achieve its objectives;
- 7.2 The Local Government Act 1972 General Disposal Consent (England) 2003 permits disposals at less than best consideration where, the disposal secures the promotion or improvement of the economic, social or environmental wellbeing of its area. This applies provided the undervalue does not exceed £2m. Paragraph 3.9 of this report confirms that the proposed undervalue is less than £2m.
- 7.3 As the disposal is of open space, a requirement to publish a notice of the intended disposal in a local newspaper circulating in the area in which the land is located (for two consecutive weeks), is required under Section S123 (2A) Local Government Act 1972. Paragraphs 3.11 and 3.12 of this report confirm that this requirement has been satisfied.

8. COMMENTS OF THE CORPORATE DIRECTOR, CHILDREN AND CULTURE

- 8.1 The Council's Arts Parks and Events service are fully supportive of the proposal to lease to Friends of Cemetery Park. We have a long established working relationship with this group who have provided an excellent service of maintaining the park and engaging the public in activities there.
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Linked Reports, Appendices and Background Documents

Linked Report

- None

Appendices

- Appendix 1 – Site Plan
- Appendix 2 – Heads of Terms
- Appendix 3 – Service Level Agreement(SLA), 2018

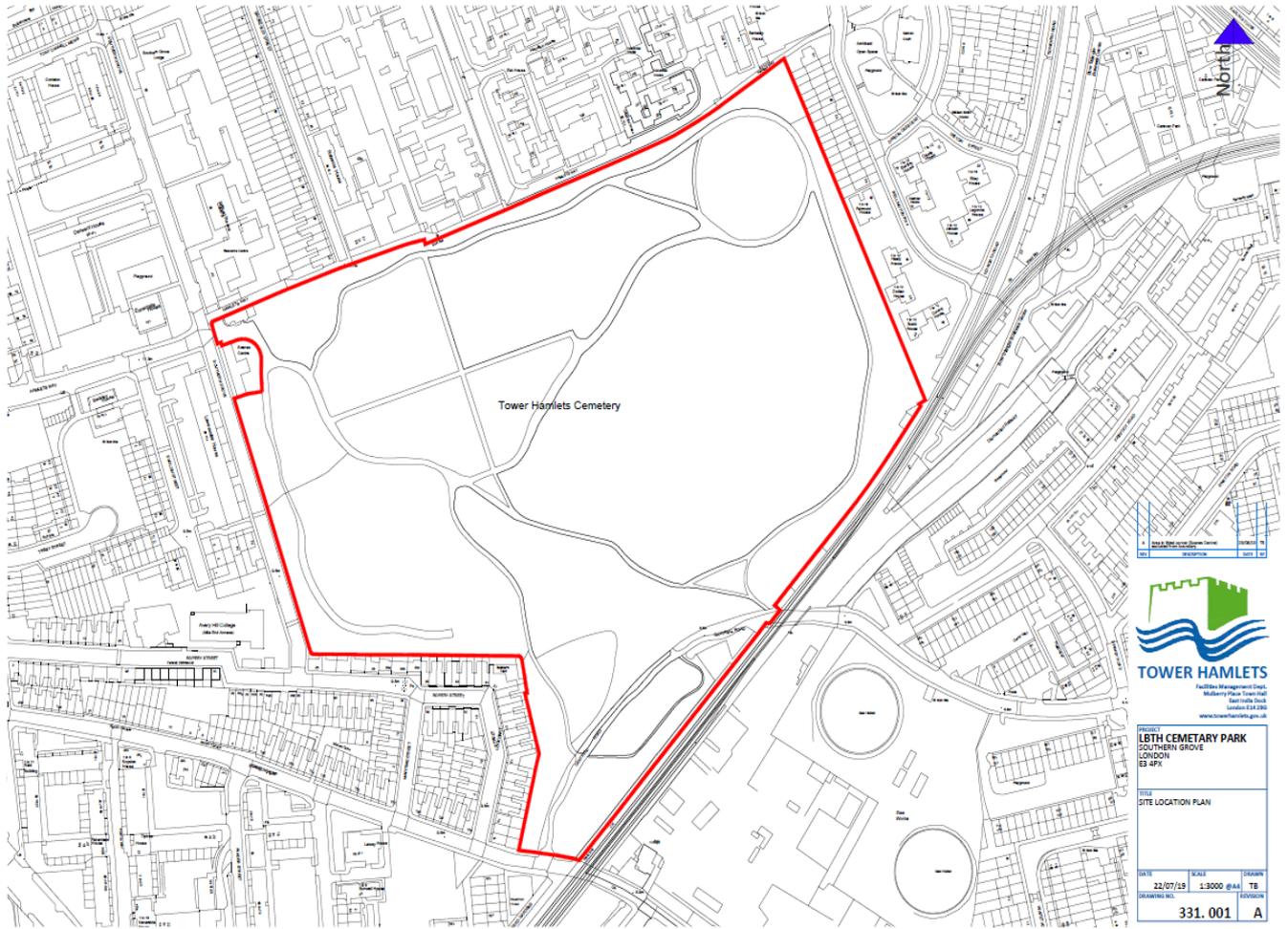
Background Documents – Local Authorities (Executive Arrangements)(Access to Information)(England) Regulations 2012

- None

Officer contact details for documents:

Patrick Azikie, Strategic Asset Manager, 020 7364 2546

Appendix 1; Site plan



Appendix 2; New Lease to FoTHCP – Heads of Terms

Tower Hamlets Cemetery Park, Southern Grove, London E3 4PX

LANDLORD:	London Borough of Tower Hamlets “The Council”.
TENANT:	Friends of Tower Hamlets Cemetery Park and Trustees
DEMISE:	The premises known as Tower Hamlets Cemetery Park, (excluding Soanes Centre) Southern Grove, London E3 4PX
TERM:	30 Years
BREAK CLAUSE:	See conditions
RENT:	Peppercorn. Exclusive of outgoings
REPAIR:	<p>To manage and maintain the Cemetery Park in accordance with the obligations set out in the current SLA and subsequent ones as the Landlord will reissue on a 3 yearly basis.</p> <p>The Council will be responsible for the external fabric and structure of the lodge such as the roof and walls. The Friends will be responsible for the internal repair and maintenance of the lodge.</p>
FIXTURES AND FITTINGS:	The Friends to put and keep the lodge fixtures and fittings in good and substantial repair and condition and shall replace the landlord’s fixtures and fittings as and when necessary with new ones which are of a similar description of no lesser quality.
INSURANCE:	<p>The Friend to maintain appropriate insurances, including a minimum of £5million in public and employer’s liability for the services provided, and to indemnify the Council against any claim or litigation arising as a consequence of the actions or negligence of the Friends in relation to their undertakings within the Local Nature Reserve (LNR)</p> <p>The Council will maintain a minimum of £5million public liability insurance for the site.</p> <p>The Council will insure the lodge building (excluding tenant’s fixtures & fittings) to their full reinstatement value</p>

(to include five years' loss of rent and service charge). The Council's costs of insuring will be recovered from the Friends.

COMPLIANCE:

The Friends to comply with all laws relating to the Cemetery Park and lodge and its occupation and use with particular reference to health & safety, fire, gas, water and electrical safety laws.

PERMITTED HOURS:

Subject to the park's opening hours

OUTGOINGS:

The Friends will be responsible for insurance of fixtures & fittings and all other outgoings arising directly as a result of the occupation of the lodge.

ALIENATION:

No assignment or subletting of the whole permitted.

Short term third party use of individual spaces within the Lodge may be permitted using licence and hire agreement templates which will be appended to the lease, subject to Council approval.

Subject to obtaining all relevant consents and subject to no landlord and tenant relationship being created, occupation of the lodge can be shared between FoTHCP and its associated companies and charities linked to the activities within the demise. Licence agreements will be issued for a set term subject to Council's approval

ALTERATIONS:

Any alterations to the lodge should be with the landlord's prior written consent.

USE:

Use of the lodge to be in accordance with the existing Service Level Agreement. Other uses: Exhibition space and ancillary office; cafe; cinema associated with FoTHCP within Use Class D2 (Assembly and Leisure) of the 1987 Use Classes Order as amended.

To comply with Council policy on inappropriate uses.

DISPUTE RESOLUTION:

this will be in accordance with the breach and termination clause contained within the SLA.

CONDITIONS:

The grant of the lease is for both the Cemetery Park and the Lodge, but excluding the Soanes Centre.

An agreement for lease will be put in place under which the lease will be granted following completion of an agreed scheme of works at the Lodge, the Friends obligation to manage and maintain the Cemetery Park will continue to be undertaken in accordance with the provisions of the SLA.

Internal repair and maintenance of the lodge will also be undertaken by the Friends.

The Council will continue to undertake its obligations as set out in the SLA.

The lease will contain a break option enabling the Council to terminate the lease in the event that the Council ceases or reduces the funding for the Friends to carry out the maintenance of the park, the Council terminates the SLA or, there is a breach by the Friends of the SLA.

In the event that the Council terminates the lease, the Council will serve an option notice on the Friends, offering to grant them a new lease of the lodge building only, at a market rent.

EXCLUSION OF 1954 ACT: 1954 Act security of tenure provisions to be excluded

LANDLORDS SOLICITOR: Legal services, Tower Hamlets Town Hall
Mulberry Place, 5 Clove Crescent
London E14 1BY.

TENANT'S SOLICITOR: TBC

LEGAL COSTS: Each party to bear their own costs.

**SERVICE LEVEL AGREEMENT
BETWEEN THE FRIENDS OF TOWER HAMLETS CEMETERY PARK AND
THE LONDON BOROUGH OF TOWER HAMLETS**

1. General Information

- 1.1 This Agreement is made between London Borough of Tower Hamlets, Mulberry Place, 5 Clove Crescent, London E14 2BG and the Friends of Tower Hamlets Cemetery Park, The Soanes Centre, Tower Hamlets Cemetery Park, Southern Grove London E3 4PX.
- 1.2 This agreement defines the arrangements between The London Borough of Tower Hamlets (hereinafter referred to as the Council) and The Friends of Tower Hamlets Cemetery Park (hereinafter referred to as the Friends), to pursue the group's objects, and specifically to undertake agreed works within the boundaries of the Cemetery Park, Scrapyard Meadows and Ackroyd Drive Green Link which together comprise the Local Nature Reserve (LNR).
- 1.3 Under this agreement, the Friends (through the Chair & Trustees) will undertake to carry out works to the satisfaction of the Council (through their designated representative, the Head of Arts, Parks and Events). The said works will be set out in the management plan and associated work plan with clearly defined outputs, which should be reviewed annually. The management plan, work plan and any subsequent revisions will form part of this agreement. The performance and completion of the works will be subject to a joint monitoring procedure between the Council and the Friends.
- 1.4 Payments, as provided for in this agreement, will be made to the Friends on a quarterly basis, in arrears, and only on submission of a quarterly invoice. Payment will be subject to the continued and satisfactory provision of the services covered by this agreement. The agreed annual sum of £31,900 will form part of this agreement.

2. Authorised representatives

Lead Officers for the agreement shall be:

For the Council:-

Head of Arts Parks & Events

Address: London Borough of Tower Hamlets
Arts Parks and Events
Brady Centre
192-196 Hanbury Street
London, E1 5HU

Telephone: 0207 364 7910

Email: Stephen.murray@towerhamlets.gov.uk

For the Friends:- The current Chair of the Friends of Tower Hamlets Cemetery Park

Address : (c/o)The Soanes Centre
Tower Hamlets Cemetery Park
Cemetery Park
Southern Grove
E3 4PX

Telephone: 0208 983 1277

Email: contact@fothcp.org

3. Purpose and period of the Agreement

3.1 The purpose of this agreement is:

- To maintain the park lands to an acceptable standard with regard to grounds maintenance, free of litter, controlling weeds and maintaining pathways. (more detailed schedule below)
- To support, promote and facilitate community involvement/business volunteers in the management and development of the Park.
- To provide and improve habitats to support a diverse flora and fauna in line with the Council's Biodiversity objectives and to safeguard the site's status as a Local Nature Reserve and Site of Metropolitan Importance for Nature Conservation.
- To provide an annual management plan incorporating an agreed work plan.
- To work in partnership with the Council to achieve Green Flag Community Award for Tower Hamlets Cemetery Park.
- To provide an educational resource for the use of schools, Friends, volunteers, and the wider community.

3.2 The agreement will be for a rolling three year period to run concurrent with the Council's Financial Year, commencing 1st April 2018 and concluding on the 31st March 2021. At the conclusion of the three year period the agreement can be renewed subject to the agreement of the Friends of the Tower Hamlets Cemetery Park and the Local Authority. Renewal will be through mutual agreement, but will be dependent upon the Friends' fulfilment of their service commitments and compliance with the terms of the agreement.

4. Service Specification

Specification for maintenance by the Friends

- 4.1 The Memorandum and Articles of Association of the Friends is considered pertinent to this agreement, and the Objects set out therein will form the guiding principles for the services provided under this agreement.
- 4.2. The Friends will produce a management plan for the LNR, identifying the service targets and objectives for the year to come. The plan must indicate measurable outputs, and will be subject to agreement with the Council. The plan should include, but is not restricted to, the following activities:

Litter and dog mess Clearing.

- Keep all open areas, paths, path edges and woodland areas clear of litter and dog mess
- Empty and maintain bins
- Operate a plan for recycling

Trees/hedges/shrubs

- Inspection of trees close to pathways and open areas twice a year (Feb and Aug) and report any issues to LBTH tree officer.
- Maintain hedges and shrubs so as to provide good views, a tidy site with good range of habitats for birds and other wildlife

Pathways

- Maintain and repair as required public paths. Resurface as required (recycled sand / crushed concrete etc)
- Manage path side vegetation

Promoting biodiversity

- Clear any invasive plants
- Plant bulbs and wild flowers
- Work with the Council's biodiversity officer to produce annual plans
- Maintenance and development of grassland, woodland, and aquatic habitats

Signage

- Maintain signage, cleaning and repairing as required
- Clean graffiti off signage and other structures
- Ensure it is clear to the public where they can and can't go

Benches/fences/gateways

- Maintain all benches in reasonable and safe condition and repair if needed
- Maintain fences alongside walking areas and routes through the park and repair if needed
- Maintain gateways into the park to a safe and usable standard and repair if needed, with the exception of the main gate on Southern Grove. This gate should be monitored by FoTHCP and any issues or required repairs to be referred to the Tower Hamlets Parks Department for action.

4.3 The Friends will employ (in a paid or voluntary capacity) appropriately skilled specialists, managers, supervisors and staff to co-ordinate and implement the actions identified in the management plan.

Records

4.4 The Friends will maintain and provide audited accounts as required by the Council, normally on an annual basis. Such accounts must clearly record and identify how any funds provided by the Council have been utilised in the provision of the services.

4.5 The Friends will maintain records of membership and participants in training and activities, including details of area of residence, age, sex and ethnicity, and will provide the Council with any reports that may be required from time to time in this regard.

Application of funds

4.6 Funding provided by the Council through this agreement must be utilised within the bounds of, and for the maintenance and improvement of the LNR and the services provided therein. Any variation of this requirement must be agreed by the Council, in advance, and specified as part of the agreed management plan.

Target group and equal opportunities

4.7 The services will primarily (though not exclusively) be provided for the general population of London Borough of Tower Hamlets, including schools, local residents, the Business Community and other members of the public.

4.8 The Friends must maintain a policy of equality of opportunity for its officers, friends, employees and participants. When planning maintenance and development activities the group must take full account of the access needs of participants, current and potential users. In circumstances where the activities of the Friends are likely to cause either temporary or longer term restrictions to access, such activities must be brought to the attention of the Council and will be subject to formal agreement before implementation.

Facilities and operating hours

- 4.9 The main gate and vehicle access of the Cemetery Park is currently locked, and is normally open between the hours of 8.00 am to dusk, all year round. This arrangement is subject to review by the Council. The Friends and the council can initiate changes to these arrangements following, discussing and agreed between both parties.
- 4.10 The Friends may carry out meetings and activities relevant to the delivery of the agreed services, at any appropriate time of the day or night, including within the designated closure times, and will be provided with keys to facilitate access. The Friends must take all due care to prevent nuisance to local residents and be considerate of local needs when accessing, maintaining and leaving the site.
- 4.11 It is noted that the Friends use the Soanes Centre for management and staff meetings and storage. This agreement does not currently extend to the Friend's use of the Soanes Centre, which is subject to independent arrangements between the Friends and the current leaseholder to the Council. Funds provided through this agreement must not be used in respect to payment for accommodation without prior consent of the Council's representative.

5. Responsibilities of the Friends

- 5.1 To implement the agreed Work Plan effectively and efficiently.
- 5.2 To ensure that suitable staff are recruited and trained.
- 5.3 To satisfy quality and performance standards agreed under this Agreement.
- 5.4 To provide agreed monitoring and financial information as required by the Lead Officer or nominated representative.
- 5.5 To provide agreed information where reasonable and practicable and within mutually agreed timescales, including quarterly reports, statistical information and up-dates on agreed targets. All park furniture assets to be recorded detailing number of litter bins, benches, signs, lamp columns etc.
- 5.6 To advise the Council's nominated representative, of any difficulties which the Friends may be experiencing, in undertaking the required work as outlined within the agreement. The Council must be informed as soon as possible, in order that appropriate action can be undertaken.
- 5.7 To seek approval prior to any changes to the work plan.
- 5.8 To comply with all statutory and other provisions to be observed and performed in connection with the Services.

- 5.9 To maintain appropriate insurances, including a minimum of £5million in public and employer's liability, and to indemnify the Council against any claim or litigation arising as a consequence of the actions or negligence of the Friends in relation to their undertakings within the LNR.
- 5.10 All work to be carried out within a framework agreed with the London Borough of Tower Hamlets. Where sub-contractors are used for the delivery of the service, they must conform to the terms of this agreement and observe all relevant legislation and industry codes of practice. The Friends must carry out and maintain records of Risk Assessments for all activities that are undertaken under the terms of this agreement.
- 5.11 Both parties agree to work proactively to adopt and strengthen the partnership approach between the London Borough of Tower Hamlets and the Friends of the Cemetery Park, to achieve the partnership objectives of improved public participation and enjoyment, and to enhance biodiversity, through sensitive management regimes.
- 5.12 The Friends must maintain and produce as required, an inventory of any plant or equipment, or stock materials purchased under the agreement.
- 5.13 The Friends will permit and facilitate access by the Council's nominated officer (s) to all parts of the site as required to ensure tasks outlined within this SLA are being honoured.
- 5.14 To ensure necessary policies and procedures are in place, in particular safeguarding, and health and safety for staff, volunteers and the public.
- 5.15 To ensure an application process (passed by the Council) is in place for community use and that permission from the Council is sought for private and commercial hire. (currently via the Arts and Events service who will inspect plans before approving)

6. Responsibilities of the Council

- 6.1 The Council's designated officer, or their agreed representative will liaise with the designated lead officer of the Friends of Tower Hamlets Cemetery Park, to develop the partnership approach, and for the purpose of monitoring the level and quality of service provided under the terms of the Agreement.
- 6.2 The Council will meet with the Friends At least six months prior to the end of this agreement in order to agree arrangements for the following three year period. The Council will pay the agreed level of funding to the Friends in accordance with section 1.4 of this agreement.
- 6.3 The Council retains overall responsibilities as freeholder of the Cemetery Park and will maintain a minimum of £5million public liability insurance for the site.
- 6.4 The Council will advise the Friends in advance of any events, activities or maintenance operations planned for the Park

7. Funding

- 7.1 Funding is for the period as set out in section 3.2 of this agreement. Funds may be used to purchase any equipment, materials, labour and other facilities necessary to deliver the service (unless specifically excluded by this agreement).
- 7.2 In the event of the Friends not spending the full annual allocation by the end of a financial year or in the event of an anticipated under-spend, the Friends must notify the Lead Officer or nominated representative from the London Borough of Tower Hamlets, without delay.
- 7.3 Payment for each quarter will be made in arrears, on submission of an invoice for each quarter accompanied by the required service and financial monitoring information. Payments may be delayed, suspended or cancelled if satisfactory monitoring information is not received as requested.
- 7.4 The Friends will use the agreed funding wholly and exclusively for the purposes set out in the Agreement unless previously agreed and confirmed in writing with the London Borough of Tower Hamlets.
- 7.5 Where the Friends reduces the level of service it provides below the level of service that it undertook to provide at the time any payment was agreed, this will result in a reduced payment the following quarter.
- 7.6 The London Borough of Tower Hamlets reserves the right to suspend funding in the event of any of the following:
- Failure to attain the agreed level of activity of service
 - A cessation of service
 - Failure to provide agreed monitoring and financial information
 - Failure to observe relevant legislative requirement, or persistent failure to operate good practice in delivery of the services.
 - Any other failure to fulfil the terms of this Agreement
- 7.7 The Council has the right to retrieve any funds paid under this agreement which are not used by the Friends for the purpose specified in the Agreement, including in the event that the service is terminated.
- 7.8 The Friends will acknowledge receipt of funding for this service by the Council in any publicity circulated in relation to this service. A form of words for this purpose will be agreed between the Friends and the Council's representative.

8. Staffing

- 8.1 The Friends shall deploy staff and/or volunteers that are appropriately qualified, skilled and experienced and it shall ensure that all staff are properly instructed and supervised in the provision of the service.
- 8.2 All staff and volunteers working in the Service must receive appropriate induction and on-going training to enable them to carry out their duties in a safe manner.
- 8.3 The Friends will adopt appropriate and legal employment policies including Terms and Conditions of Employment, Disciplinary and Grievance, Health & Safety, Equal Opportunities, Recruitment and Retention and any other appropriate policies necessary.
- 8.4 The Friends will maintain and operate good employment practice ensuring full Job Descriptions and Contracts of Employment are issued to all members of staff.
- 8.5 It is the responsibility of the Friends to take appropriate measures to protect the public when recruiting staff and volunteers. All employees must be appropriately vetted by the Friends and hold accredited qualifications where appropriate. References and Disclosure Barring Service (DBS) checks must be taken up for all permanent employees and for any person engaged or instructed to work unsupervised with young people (under 16) and children, whether in a paid or voluntary capacity. It is the responsibility of the Friends to judge the suitability of applicants on the basis of such procedures.

9. General procedures

Quality System

- 9.1 The FoTHCP Chair and the Council representative will consider the quality monitoring aspects of the service at joint monitoring meetings. The Friends will adopt appropriate record keeping methods as necessary to provide relevant monitoring information.

Complaints Procedure For Service Users

- 9.2 The Friends must inform its service users of how they can make a complaint and that they can either use the Friends complaints procedure or the London Borough of Tower Hamlets, or both as appropriate. Both procedures must include a written record of all complaints made and any action taken. This record is to be available for inspection by the Council's authorised representative.

Confidentiality

- 9.3 The Friends and its staff and volunteers may be receiving personal and confidential information from service users. The Friends staff must not

disclose any information which comes into their possession in the course of providing the service except as may be required by law.

- 9.4 The Friends will ensure policies and procedures are in place to prevent unauthorised disclosures and comply with its obligations under the Data Protection Act 1998. Disclosure of information that has not been authorised will be considered as a serious breach of the terms of this Agreement and could result in the termination of the Agreement as outlined in paragraph 11.

Health & Safety

- 9.5 The Friends shall comply with the requirements of the Health & Safety and Work etc Act 1974 and of any other Acts Regulations or Orders about Health & Safety.

Equal Opportunities In Service Delivery

- 9.6 The Friends is required to have, maintain and operate an Equal Opportunities Policy. The Friends is expected to liaise and co-ordinate its activities with other voluntary and statutory organisations in Tower Hamlets, in order to improve access to its service for people from Black and Minority Ethnic communities and members of the community living with a disability or special educational needs.

Statutory Requirements

- 9.7 The Friends must conform to all existing and new legislation, which may be applicable to this Agreement.

Insurance and Indemnity

- 9.8 The Friends is required to arrange adequate insurance cover in relation to the services provided, specifically a minimum of £5million in public liability and employers' liability.

10. Monitoring And Evaluation

Financial Monitoring

- 10.1 The Friends shall maintain a proper set of financial accounts of its activities under the service, including how the monies paid under this agreement have been spent. It shall arrange for the audited accounts to be made available to Tower Hamlets within a reasonable period of request, and not less than annually as set out in section 4.4 of this agreement.

Standard Monitoring Forms

- 10.2 The Friends shall send the Council authorised representative monitoring and information returns, as requested on forms provided by Tower Hamlets, Parks and Play Section.

Monitoring and Evaluation Meetings

10.3 Formal monitoring meetings shall take place between the Friends and the Lead Officer for Tower Hamlets Council, as and when agreed by the parties, but at least quarterly.

Variations to the Services or the Agreement

10.4 Any changes shall be negotiated via the formal monitoring meetings, and a written record kept.

Notification of Change

10.5 The parties to the agreement shall inform each other promptly of any change to their authorised representatives or Officers, or of any matter likely to affect the service users or the provision of the Service.

11. Breach And Termination

Shortfalls Or Deficiencies In Service Provision

11.1 Where shortfalls or deficiencies in service provision have been identified or where other conditions of this Agreement are not being met, the Friends will be notified and a meeting arranged between the Friends and the Councils authorised representative.

11.2 Where there is a failure to rectify the shortfall or meet the conditions within the agreed timescale, the matter will be referred to Tower Hamlets Corporate Management Board to decide what further action should be taken.

Breach Of Agreement

11.3 If either party to the Agreement believes that the terms of this Agreement have been broken it will submit written details of the alleged breach and, unless the matter is otherwise resolved, a meeting will be arranged between the Council and the Friends to discuss the alleged breach.

11.4 If there is agreement that a breach has taken place, the action required to remedy the breach and the timescale for such action will be agreed and recorded in writing.

11.5 If there is no agreement, or the agreed action is not implemented, the alleged breach will be referred to the Head of Arts, Parks and Events for a suggested resolution.

11.6 If there is a persistent and serious failure to meet the terms of the Agreement, the Agreement will be terminated. Decision to terminate the Agreement will rest with the Head of Arts, Parks and Events.

11.7 In the event that the Agreement is terminated in accordance with Clause 11.6 above, the Friends shall be entitled to payment for services properly carried out for the period up to the date of termination. For the avoidance of doubt the Council will not accept liability for any other losses, expenses incurred by the Friends on account of such determination.

Termination

11.8 Either party may terminate this Agreement giving eighteen months' notice in writing to the other party or a lesser period if both parties agree.

11.9 Either party may terminate this Agreement immediately by notice in writing to the other in the event of the following:

- A permanent and unavoidable cessation of the Service
- A persistent failure to fulfil the terms of the Agreement

- A serious breach of the terms of the Agreement

11.10 However, in fairness to both parties of this Agreement, and at the first indication of any such possibility, the implications of not being able to fulfil their obligations should be discussed without prejudice at the very earliest opportunity.

Assets

11.11 If the agreement is terminated as a result of performance failure or cessation, or through the winding up of the Friends, any assets secured by the Friends through this agreement will revert in ownership to the Council, who may in turn designate an appropriate community group to which those assets should be donated.

12. Declaration

We, the undersigned, have read and fully understand this Agreement. We have undertaken appropriate consultation with our respective organisation, and are empowered to agree the terms and conditions which have been negotiated.

Signed on behalf Tower Hamlets, Parks and Play Section (The Council)

Signature: 

Name:Stephen Murray.....

Position:Head of Arts Parks and Events.....

Date:20th June 2018.....

Signed on behalf of the Friends of Tower Hamlets Cemetery Park (The Friends)

Signature:

Name:

Position:

Date:

Signed on behalf of Legal Section, London Borough of Tower Hamlets

Signature:

Name:

Position:

Date: