

<b>Report on</b>	Community Development
<b>Date of Meeting</b>	12 <sup>th</sup> May 2018
<b>Reporting Officer</b>	Claire Linney
<b>Contact Officer</b>	Claire Linney

<b>Is this report restricted for confidential business?</b>	Yes	
If 'Yes', confirm below the exempt information category relied upon	No	X

<b>1.0</b>	<b>Purpose of Report</b>
1.1	To seek Committee approval for Good Relations and Community Festivals rolling grant award recommendations.
1.2	To agree the Peace IV Partnership recommendations.
1.3	To consider a partner initiative with the Southern Health and Social Care Trust and community regarding a new learning disability base in Dungannon.
1.4	To consider the request to continue to support the VPRS scheme storage provision (£273 annual contribution) supporting the transfer of Refugees into accommodation and to resettle in Northern Ireland.
1.5	To agree GDPRP (Government Data Regulation Protection) requirements for community development.
1.6	To update on Community Development.
<b>2.0</b>	<b>Background</b>
2.1	Community Grants Rolling Programme - The Grant Aid Programme for the 2018/19 financial year facilitates applications being made on a rolling basis for Community Festivals and Good Relations.
2.2	Peace IV Local Action Plan 2017 – 2020 and Partnership oversees the delivery of the Plan and recommendations to Council.
2.3	As part of a community planning approach and partnership, Council Community Development has been in liaison with the Southern Trust regarding the provision of day opportunities for people with learning disabilities in Dungannon.
2.4	VPRS is a scheme supporting the transfer of refugees into accommodation and needs for families resettled in Northern Ireland. There was agreement previously by Council in 2017 – 2018 to support the provision of storage space for food and other commodities provided by charities (lead charity Kiltonga) which will be used

	to assist this programme. Annual cost of £273.00 for Mid Ulster as part of its good relations and support for integration.
2.5	As part of the GDPR requirement all sections have to update their current policies and processes to take account of the new legislative requirements.
2.6	Community Development Update - An update is provided on the following areas: Community Support – Grants, Support, Village Planning, Community Centres, DFC Neighbourhood Renewal Peace IV and Good Relations PCSP
<b>3.0</b>	<b>Main Report</b>
3.1	<p><b>Community Grants Rolling Programme</b></p> <p>There are 14 Community Festival applications recommended for awards totalling £8,299.</p> <p>There are 9 Good Relations applications recommended for awards totalling £6,490.</p> <p>Please refer to Appendix 1 for detail.</p>
3.2	<p><b>Peace IV</b></p> <p>Recommendation from the Peace IV Partnership for decision making:</p> <p>Cross Border Literary Programme- A cross border literary summary specification is presented for agreement to go to quotation. This is an update on the previously agreed specification in that Mid Ulster District Council will quote for its own facilitation and Sligo County Council will quote for their own facilitation with linkages established. It is proposed to go to quotation as per the summary specification with a maximum budget of £20,000 for facilitation and management support for the programme. Please see Appendix 2 for the Cross Border Literary Summary Specification.</p> <p>Grants Phase II – A total of 5 grants were submitted as part of the phase II grants process. These were assessed and presented to the Peace IV Partnership for recommendation. A list of the proposed grants and maximum award allocations (pending a final expenditure check on eligible costs as per SEUPB guidelines) are presented in Appendix 2 for agreement. The maximum total grant expenditure award to be approved is £148,340.10.</p>
3.3	<p><b>Data Protection – Grants Policy</b></p> <p>An update insertion is proposed for the Community Grants Policy that was previously agreed through Committee and Council in February 2018.</p> <p>‘Data Protection - The Council will hold the Community Groups main contact details provided by the Group as part of their community application process. We</p>

	<p>will continue to hold these on our database for the sole use of updating you of other potential grant funds and general Council community news and updates re grant conditions. Any group that does not wish for their details to be held for this purpose can have these removed off the main database and only held for grant processing accordingly.</p> <p>Group (personal details) for grant processing will be retained for a period in accordance with the Council's Retention and Disposal Policy.</p> <p>Group (personal details) for the main database to update groups of other grant funds and community news will be held until a group informs Council to remove them. Council will also update the database and confirmation of holding of details annually as part of its grants process.</p> <p>Groups (Personal details) will not be shared with any other organisation except as outlined in this policy statement above or in accordance with the law.</p> <p>Consideration is sought to continue to support the VPRS storage scheme to help with accommodation and other needs for families resettled in Northern Ireland and in Mid Ulster. The annual cost of £273.00 as part of the Good Relations support for integration and diversity.</p>
3.4	<p><b>Learning Disability Day Care Partner Opportunity</b></p> <p>Southern Health and Social Care Trust has been engaging in partnership with a number of partners to seek to develop greater day Opportunities for people with a learning disability; also contributing to the Mid Ulster Community Plan. To date a range of activities have been provided where people with learning disabilities attend a varied number of activities on a sporadic basis throughout a week. An opportunity to provide a pilot 'Base Model' where people with disabilities can attend the same location each day and then attend a range of activities within and from the facility. This allows for social engagement, a more planned schedule of engagement and integrated support packages where people are attending events together. It is proposed for consideration that Council would partner with The Southern Health &amp; Social Care Trust to provide the model with the Trust providing transport, resource support and access to a range of activities; and Council would provide a room location. The proposed location is Gardner's Hall community room (2 room facility in the centre of Dungannon town); the current usage of the second room is low and it the allocation will not impact on current service provision. The local community who have priority access to the building will still have this; they mainly use the other community room. The proposed usage will be daily Monday – Friday 9.00 to 3.30pm to allow the room to be available again in the evening for wider community use. Please see attached a proposed SLA (Service Level Agreement) in Appendix 3. For consideration and agreement.</p>
3.5	<p><b>Community Development Update</b></p>
3.6	<p><u>Community Support</u></p> <p>Council grant letters of offer are being processed for groups with engagement and support on delivery.</p>

	<p>Community Development officers continue to work with groups across the District on a range of funding and development opportunities.</p> <p>Neighbourhood Renewal: DFC projects for 2018 – 2019 are ongoing.</p> <p>The development of a poverty initiative for Mid Ulster is progressing and an update will be provided to Committee when engagement has taken place with key agencies re potential partnership funding.</p> <p><u>Peace and Good Relations</u>  Grant assessment and processing ongoing.  Development of the Plan has commenced in delivery. The DOA grant is being prepared to open in the near future to groups.</p> <p>Peace IV delivery is ongoing engaging and supporting grant activity on the ground with groups, working with partners in the delivery of programmes, overseeing project contracts- Post Primary Schools Programme and the Cross Border Heritage Programme, and working with procurement on the tendering of the Arts Engagement Programme and Sports Engagement Programme.</p> <p><u>PCSP</u>  Development of the Plan has commenced in delivery. PCSP working group meetings continue to be facilitated, along with partner programmes.</p>
<b>4.0</b>	<b>Other Considerations</b>
<b>4.1</b>	<p><b><u>Financial &amp; Human Resources Implications</u></b></p> <p>Community Local Festival awards <b>£8,299</b>  Good Relations awards <b>£6,490</b></p> <p>Peace IV Cross Border Literary Programme maximum budget of £20,000  Phase II Grants to a maximum budget of £148,340.10 (pending a final expenditure check on eligible costs as per SEUPB guidelines).</p> <p>VPRS Support £273.00</p> <p><b><u>Professional Support</u></b>  None.</p>

<b>4.2</b>	<b><u>Equality and Good Relations Implications</u></b> None
<b>4.3</b>	<b><u>Risk Management Implications</u></b> None
<b>5.0</b>	<b>Recommendation(s)</b>
5.1	To approve the grant award recommendations under the Community Local Festivals grants and Good Relations Grant as per Appendix 1 <b>£8,299</b> and <b>£6,490</b>
5.2	To approve the Peace IV Partnership recommendations for the Cross Border Literary Programme procurement to a maximum budget of £20,000 and Phase II Grants to a maximum budget of £148,340.10.
5.3	To agree the additional statement as detailed within the report to the Community Grants Policy 2018 – 2019.
5.4	To consider support to the VPRS storage scheme at a cost of £273.00 from Good Relations budget to Kiltonga Charity.
5.5	To consider approval for the partner delivery and SLA with the Southern Health and Social Care Trust for the provision of a pilot Day Opportunities base in Dungannon.
5.6	To note the community development update report.
<b>6.0</b>	<b>Documents Attached &amp; References</b>
6.1	Appendix 1 Rolling Grant Programmes award recommendations
6.2	Appendix 2 Peace IV Cross Border Literary Summary Specification, and Peace IV Phase II Grant Award Recommendations
6.3	Appendix 3 Gardeners Hall Service Level Agreement

## Appendix 1

### Community Local Festival – May 2018

No	Organisation Name	Organisation Aim	Title Of Event/project	Band	Request	Award
1	Annaghmore LOL 2033	Cultural	Annaghmore Family Fun Day	6	£1,200	£600
2	Ballinacross LOL 1713	Cultural	Ballinacross Community Fun Evening	6	£900	£450
3	Derrygortreavy Vintage Club	Community	Derrygortreavy Vintage Rally & Fun Fair	3	£875	£700
4	Derrytresk Players	Cultural	Night of Champions: Fundraiser	4	£830	£581
5	Desertmartin Accordion Band	Cultural	Desertmartin Community Fun Evening	6	£900	£450
6	Friends of St.Brigid's PS Assoc	Community	The 'Big Lunch'	3	£1,198	£958
7	Gortagilly Musical Society	Cultural	Evening of Traditional Cultural Music	7	£900	£360
8	Killymuck LOL 236	Cultural	Community Music Event	7	£600	£240
9	Maghera Vintage Rally	Community	Maghera Vintage Rally	4	£1,200	£840
10	Mid Ulster Old Time Horse & Pony Club	Community	Annual Moneymore Horse & Community Festival 2018	3	£1,875	£960
11	Parkview Community Group	Community	Party in The Park 2018 !!	6	£1,000	£500
12	Pomeroy After Schools	Community	Easter Festival	7	£1,400	£480
13	Pomeroy Players	Cultural	Spring Festival	5	£800	£480
14	Rainey Endowed School Rugby Fundraising Committee	Community	Colour Run	4	£1,000	£700
						<b>£8,299</b>

Score	Band	%
30-39	7	40%
40-49	6	50%
50-59	5	60%
60-69	4	70%
70-79	3	80%
80-89	2	90%
90+	1	100%

## Good Relations - May 2018

No	Organisation Name	Organisation Aim	Title Of Event/project	Band	Requested	Award
1	Ballinderry AOH	Cultural	Our Marching Bands	3	£1340	£960
2	Caledon Womens Instiute	Community	Womens Institute - Our Community Matters !	5	£1090	£655
3	Campa Chill Dreasa	Community	Campa Chill Dreasa	5	£1787	£720
4	Coagh & District Local History Group	Community	Our World - Our History	3	£1400	£960
5	Coagh Community Crossroads Club	Community	Enniskillen - Culture & Community	4	£835	£585
6	Moneymore WI	Community	Annual Trip	5	£545	£330
7	Stewartstown community group	Community	Youth Development - Village & rural	6	£1250	£600
8	The Lighthouse (Magherafelt) Ltd	Community	Community Outreach	3	£1200	£960
9	Gortalowry Parent & Toddler Group	Community		5	£1295	£720
						<b>£6490</b>

Bands	Score	%
7	30-39	40%
6	40-49	50%
5	50-59	60%
4	60-69	70%
3	70-79	80%
2	80-89	90%
1	90+	100%

## **Appendix 2**

### **Appointment of Management and Facilitation of PEACE IV Cross Border Literary Programme**

#### **1.0 INTRODUCTION**

Mid Ulster District Council invites tenders to provide facilitation and management of a component of the PEACE IV Cross Border Literary programme under its PEACE IV local authority action plan theme Building Positive Relations.

The contract is for the delivery of cross border engagement of people and groups in Mid Ulster with people and groups in Sligo through the linkages of the poet laureates; WB Yeats and Seamus Heaney. Mid Ulster District Council is seeking to further develop linkages between the areas through sharing and development of information and experience of both the Seamus Heaney Homeplace (Mid Ulster) and Yeats Countryside (Co. Sligo) and their literary programmes. The successful bidder will need to take a partnership approach to liaise with the Sligo County Council facilitator (Sligo County Council is appointing a facilitator to deliver a similar programme of linkages) to ensure facilitation of cross border exchange trips and workshops and to guarantee the overall programmes cross border outcomes.

This programme envisions that it will bring people and communities together from across the border and make a positive contribution to building a cohesive society and developing sustainable cross border linkages.

The programme is part funded by the European Union ERDF fund through Special EU Programmes Body (SEUPB).

The timeline for completion of delivery of the Programme is to commence June 2018 and complete September 2020.

Tentative links have been established between Councils and other groups on literary connections of Seamus Heaney Home Place and Yeats Country. There also have been cross border community engagement linkages established between Mid Ulster groups and Sligo groups. This programme will seek to strengthen links and develop sustainable models for these to continue into the future.

#### **2.0 SCOPE OF WORK/SERVICE REQUIRED**

The programme will focus on developing shared literary links and developing these through a cross border partnership approach.

The programme will:



1. Develop and facilitate sustained linkages between groups of interest in Mid Ulster with groups of interest in Sligo County. This will include coordination and management of the visits and workshops led by Mid Ulster; and linkage with the Sligo facilitator re the relevant groups and people of interest in Sligo and identification of relevant visits and workshops.

Facilitate the linkages between groups of interest, developing relevant connections, developing cross border visit itineraries and facilitating group visits and follow up. It will involve engagement of cross community throughout all parts of the programme. It will be ensuring a cross representation of people and groups of interest to take account of cross community contact time requirements in all areas of delivery.

The visits will include for facilitated workshops providing for discussion on the development of a shared literary trail concept and to inform and advise on the proposed joint signage element of the programme.

There will be 4 planned Mid Ulster visits to Sligo County to link to festivals and places of interest with connections to Yeats. Partnership working with Sligo County Council Facilitator is key for these visits and for groups of interest from Yeats to be involved in the project. This will further develop linkages that can assist further cross border joint projects. The facilitation role will also seek to support the Sligo facilitator in advising on reciprocal visits and linking groups and people and advising on appropriate Seamus Heaney visits and workshop links.

The contract will include the management of all logistics associated with the visits; including engaging relevant people and groups to the programme, organising and facilitating all visits and workshops. All engagement of people and groups and all logistics of visits and programme itineraries, prior to procurement, will be agreed with Mid Ulster District Council. Budget provision for all logistics has been provided for within the contract.

2. Facilitate sharing of good practice between Councils in the development of both Seamus Heaney Homeplace (literary centre) and Sligo Yeats countryside experience whilst ensuring authenticity to the poet laureates. Alongside this it will be to develop a greater understanding of the shared literary connections and the influence of the poet laureates to their literary works; including other significant Ulster Scots (Rabbie Burns) and Irish poets.

3. Develop a literary trail concept promoting and linking Seamus Heaney HomePlace and Yeats Country, through a trail map. The content of the trail map will be developed through research and facilitated discussion with key people and through the cross border visit workshops. The design and production of the map will be delivered through Mid Ulster Council.

4. Advise on potential joint signage for the co - promotion of Seamus Heaney Homeplace and countryside with links to Yeats. Content of potential signage will be informed through the cross border exchange visits and the workshop discussions within. The design and production of the signage will be delivered through Mid Ulster District Council. Engagement with the Sligo facilitator will be important re their advisory role in the development of signage for Sligo to ensure consistency in links between both areas. Note for information only, Council as part of the wider cross border literary programme are establishing shared linkages on the experience of both poet laureates through the delivery of linked literary festivals (Mid Ulster literary festival in development and Sligo Tread Softly). These links have commenced between Mid Ulster District Council Seamus Heaney Homeplace and Sligo Arts Department and joint programming in development.

#### Monitoring

The programme must take into account monitoring required to achieve outcomes/indicators as noted later in the document. This will require an initial consultation meeting with groups of participants in each area to deliver a baseline which will be used throughout the programme and will record attitudinal change and inform targets at final evaluation. A final evaluation of the programme will be required.

#### Targets:

- Minimum 4 Mid Ulster Visits facilitated and organised and facilitated and feedback evaluated. A minimum requirement of an overnight stay per visit for each group of people engaging. Workshops should detail discussion around Literary Trail concepts/Poet Laureate Linkages and Literary Festival Best Practice Models.
- Minimum 15 people (same target group from community interest groups and arts groups in Seamus Heaney and literary works) from Mid Ulster to be engaged in two of the exchange visits (one over night and on day visit) and literary workshops with the same group of participants from Sligo County Council. Workshop costs and facilitation whilst engaging in Sligo must be organised and coordinated as part of this tender.
- Minimum 15 people from Mid Ulster with wider interests in linkages through festivals and tourism to be engaged in an exchange visit and literary workshop to Sligo taking account of best practice engagement with groups and people from Sligo (overnight visit) Workshop costs and facilitation whilst engaging in Sligo must be organised and coordinated as part of this tender.
- Minimum 10 people (people and groups engaging in sustainable working relations with other Sligo people and groups) from Mid Ulster to be engaged in the fourth exchange visits and literary workshops (overnight visit).

- Number of workshops and site visits per exchange visit is minimum 2 and these must be facilitated as part of the contract.
- Cross border concept literary trail concept developed from the facilitated sessions and exchange visits (Mid Ulster District Council will be responsible for design & print).
- Document providing advice/guidance on a shared signage concept for Seamus Heaney Homeplace and Countryside.
- Links to be established with the literary festivals delivered in Mid Ulster and Sligo to allow for cross border engagement and sharing of best practice. It is anticipated some of the visits should coincide with the literary festivals.

Note for information only: Mid Ulster District Council and Sligo County Council are working in partnership to establish the links between Seamus Heaney literary festival (Mid Ulster District Council developing as part of PEACE IV local authority action plan) and Tread Softly. This partnership will ensure cross linkages of literary artists and performances visiting between literary programmes. The festival participation will include for wider participation.

#### **Contact Time**

1. The successful bidder must endeavour to achieve a cross-community participant engagement target of 70/30 split CNR and PUL community participation from Mid Ulster participants in all visits and programme delivery. Programmes to be delivered on a cross-community, and/or cross-border basis, with variation between the two main community backgrounds among the cohort of participants not normally more than 20%.
2. Each participant engaged in exchange trips must engage in a minimum of 26 hours contact time of 26 hours cross community over a 6 month period. This will be facilitated through workshops and exchange visits and this must be adhered to within the programme.

Indicators that should be utilised:

- Increase in the number of people who believe they have a greater appreciation and increased understanding of their own and diverse culture.
- Increased belief that culture and literary can play a vital part in continuing to support communities in collaborating together.
- Increase in the number of people who feel better able to participate together in cross community and cross border engagement.

The programme budget is in the region of £20,000 and will include for all costs.

The tender will be assessed against the following criteria. Quality 70% and Price 30%.



## Phase II Grants

Craic Theatre	My Selfie	Clonoe Camera Club	The objective of this project is to promote positive relations characterised by respect and where cultural diversity is celebrated and people can live, learn and socialise together; free from prejudice, hate and intolerance by getting young people to have a great appreciation and understanding of their own and others cultures & traditions through photography. The project aims to have positive impact on changing negative attitudes and behaviours relating to culture and traditions leading to a cohesive society going forward.
Lough Neagh Partnership	Community Connect	Rural Community Network Ltd	This project will facilitate young people and adults in a rural and urban development areas to develop new cross community friendships and engage with local institutions to increase tolerance and respect for different cultures.
Peace Players	Mid Ulster Champions for Peace Programme		The project will bring together young leaders from neighbouring Catholic and Protestant areas for sustained, meaningful and purposeful contact, interaction and dialogue. The programme of integrated sports and community relations conversations and capacity building proposed will involve young leaders working together on mixed Champions for Peace Teams. This will ensure young leaders from different backgrounds and not competing against each other; rather they are competing, importantly learning together. Sports focused training sessions will involve basketball, scorer, rugby and Gaelic football coaching along with teambuilding games and activities. Importantly the programme will include both accredited and non-accredited training. Over the course of the project, participants will be supported in taking an ever-increasing role in the design and delivery of cross community peace building through sports programmes with young participants.

			The sessions will delivered over a 12-month period and will incorporate both formal and informal training coupled with experimental learning opportunities.
Rainey Parents Forum	Rainey Endowed School Cross Community Programme and Summer Sports Events		To promote positive relations by providing access to variety of sports music and language to allow young people to celebrate their cultural diversity and language to allow young people to celebrate their cultural diversity and learn to live and socialise together; free from prejudice, hate and intolerance. This will help to increase the level of awareness of other cultures and traditions and new ethnic minority communities. To increase the percentage of people with a positive attitude and perception of using and accessing shared facilities and spaces thereby increasing the perception that public space is a shared space and open to all.
Rural Development Council	SMART Schools- New Thinking for Rural Schools (Mid Ulster Pilot)		SMART Schools is an innovative pilot programme designed to facilitate 'new thinking' towards the sustainability of small rural schools within and across the MID Ulster Council District. The programme will target 9 rural primary schools, geographically dispersed across the District and operating within the Controlled, Maintained and Irish Medium Sectors (this represents approximately 10% of all rural primary schools in Mid Ulster). There is no integrated provision within rural Mid Ulster. The programme is targeted specifically at the school governance structures. The programme will commence in June 2018 and end in February 2019. It will focus on local leadership & capacity, building positive relationships and developing sustainable solutions. The programme will offer a minimum of 34 contact hours over a 6 month period with work plans, the SMART Schools Network and projects extending beyond this. All training and capacity support will be delivered on a cross community basis.

## Grant Awards

Organisation Name	Total Score Awarded	Maximum Grant Award (based on applicable costs)	Notes
Craic Theatre	66	£24,982.72	HCD confirmed tier to all members and confirmation to proceed (error in tier ticked and request by Group in email). Costings need to be confirmed to ensure eligible expenditure re guidance.
Lough Neagh Partnership	76	£22,140.00	Need to clarify contact time for all activities within the project. Local activities in 2 District areas but states participant contact time over full programme. Costings need to be confirmed to ensure eligible expenditure re guidance. Overnight residential need to clarify number of hours have been included in the contact time.
Peace Players	64	£38,217.38	Need to confirm how the project will recruit the participants. Clarify that the 150 participants for the engagement activities for the leaders to put their learning into action will be 50 per area. Confirm cross community targets of 60/40 is for leaders and also the children. Costings need to be confirmed to ensure eligible expenditure re guidance.
Rainey Parents Forum	60	£13,000.00	Confirm Access NI. Need to clarify if each day of the summer week of activities that there will there be 50 children in the morning and a separate group of 50 children in the afternoon.

Organisation Name	Total Score Awarded	Maximum Grant Award (based on applicable costs)	Notes
			<p>Need to state the condition in the LoO that each participant will receive the minimum of 26 hours of cross community contact time over a period of 6 months and each group session will have a cross community target of minimum 60/40.</p> <p>Confirm that the activities for engagement of each group will include both music and sport or will different groups avail of one.</p> <p>Need to clarify the recruitment of the children – through the schools or wider community.</p>
Rural Development Council	68	£50,000.00	<p>HDC updated the panel of the query by RDC; if they were eligible to apply under MUDC PEACE IV grants as they are involved in a PEACE IV regional project. SEUPB clarified as long as it was a new activity and not an extension of the regional project. This was reported to partnership and the clarification issued out to all regional projects.</p> <p>Need to clarify additional criteria if more schools are interested in the project than allowed for in application.</p>
		<b>Total maximum Grants approved</b> (as per eligible items expenditure) <b>£148,340.10</b>	

#### General Notes

Important targets are clearly defined in letter of offer and community background split and that these are closely monitored

If there are a range of activities within programmes it will be required that the community background split applies across all areas of activity.

There will be a further call of funding in September 2018.





## Appendix 3



### Gardeners Hall Service Level Agreement

#### **SHORT PARTICULARS OF AGREEMENT:**

##### **COMMENCEMENT:**

The Service Level agreement between the below listed PROVIDER and CONSUMER hereby commences on: **1st April 2018 to 31st March 2019**

##### **DURATION:**

One year, renewable annually in April.

##### **Tenant:**

Southern Health & Social Care Trust  
Bannvale Site  
10 Moyallen Road,  
Gilford BT63 5JX

##### **Landlord:**

Mid Ulster District Council.  
Dungannon Office, Circular Road, Dungannon, Co. Tyrone, BT71 6D1.

##### **PROPERTY:**

Gardeners Hall  
Victoria Road  
DUNGANNON  
BT71 7AR

##### **PERMITTED USE:**

As a community base for day opportunities activities provided by Southern Health and Social Care Trust staff for the period of Monday – Friday 9.00am to 3.30pm.

##### **RENT:**

The facility will be provided **free of charge** by Mid Ulster District Council through a partnership agreement.

#### **TERM AND CONDITIONS**

##### **THE PROVIDER AGREES:**

1. To yield to the consumer the space that includes all that is the ground floor room and use of the toilets and kitchen area, hereafter referred to as the "premises" for the purpose of Day Opportunities

use.

2. To permit unrestricted access to and from the premises via the designated pedestrian entrance/exit points located at the front of the building.
3. To permit access to the premises those permitted by the consumer under the terms and conditions of hire in relation to community/public use of the space.
4. To permit the officers, staff and authorised agents acting on behalf of the consumer access at all reasonable times to the premises as associated to any third part use of the premises.
5. To make available to the consumer the premises Monday to Friday each week:, fifty - two weeks of the year.
6. Available hours shall in general, but not exclusively, be between 09.00am to 3.30pm Monday to Friday, however Council use of the hall shall take precedence, and dates of any such requirement use of the hall, Monday to Friday between 09.00am to 3.30pm, shall be notified to the Consumer by Community Development (The designated representative of the provider), 2 months in advance. (The Consumer shall also provide a designated representative with whom contact may be made). Where this occurs hours shall be available to the consumer at other times of the day by arrangement.
7. MUDC will insure and henceforth keep insured to the full value thereof the premises against loss and damage by fire together with public liability insurance and such other risks appropriate to the use of the premises.

#### **THE CONSUMER AGREES:**

1. To observe the terms and conditions contained in the agreement and to use the premises solely for the purpose of Day Opportunities activities.
2. The agreement will be reviewed on an annual basis.
3. Not to assign or otherwise part with the possession of the premises are any part thereof without the prior consent in writing of the PROVIDER.
4. The Consumer will insure all users and programme activities against any associated liabilities arising.
5. The Consumer shall comply with all requirements of the Police Service of Northern Ireland, the Fire Authority, or other persons having jurisdiction in relation to the Premises and shall observe and perform all requirements of any applicable legislation or bye laws, or other health and safety provisions for the welfare of visitors to or users of the Premises.

6. Not to cause permit or suffer upon the premises or any part thereof any damage, nuisance or annoyance to the provider.
7. Not to make any addition to or alteration to the premises nor remove any doors, cupboards, partitions, or cut any wall or the floor, and in the event of any act done in breach of this provision, to restore and make good the breach immediately following notice of the problem.
8. To take all necessary steps and measures to ensure and maintain at all times the security of the premises.
9. The premises and equipment shall be left clean, tidy, and in order after each use, Dangerous, hazardous, inflammable, or explosive materials shall not be stored in the premises
10. To follow all Council policies with regard to the display of flags or emblems on the premises.
11. To provide a designated representative of the CONSUMER with whom contact may be made by the designated representative of the PROVIDER, to ensure efficient and accountable communication.

IT IS HERBY AGREED that this arrangement does not confer a tenancy upon the Consumer, and that the Provider remains throughout the possessor of the premises.

IN WITNESS: THE PROVIDER and CONSUMER hereby agree to the terms and conditions of the Service Level Agreement and in observance as such acknowledge with the registering of authorised signatures.

On Behalf of the PROVIDER: \_\_\_\_\_

**Date:** \_\_\_\_\_

On Behalf of the CONSUMER: \_\_\_\_\_

**Date:** \_\_\_\_\_