

VCS Premises Policy and Procedures

Council Premises Leased to Voluntary and Community Sector (VCS) Organisations

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Introduction

The council's VCS Strategy includes a commitment to supporting the sector through taking a strategic approach to providing premises. This strategic approach also commits the council to making best use of resources through a fair and equitable approach towards organisations using all or part of a council owned building.

The business rationale to support a fair policy for the leasing of premises in its ownership enables the council to:

- 1. Meet the current legal requirement to secure both best value and best consideration;
- 2. Make the basis of any subsidies clear and transparent;
- 3. Ensure that community premises in the council's ownership are fit for purpose, particularly as regards health and safety and preventative maintenance;
- 4. Recover the costs of maintenance and repair of premises, or make clear where responsibility for these lies with the tenant;
- 5. Demonstrate a fair, consistent and justifiable approach to letting premises to voluntary and community sector organisations;
- 6. Maximise the utilisation of community premises conducive to optimum local benefit, encouraging shared use of premises where possible;
- 7. Formalise tenancy agreements based on standardised contractual models, and
- 8. Reduce the amount of council management time spent on running community assets.

The council initiated a full review of its portfolio of community premises in December 2015 which reported in November 2016. The full Cabinet reports can be found at,

http://democracy.towerhamlets.gov.uk/documents/s93867/5.6%20-%20Community%20Buildings%20Cabinet%20Report.pdf, and

http://democracy.towerhamlets.gov.uk/documents/ s79780/5.2a%20Ccommunity%20Buildings%20Management.pdf. In July 2017 the council agreed to initiate further work to bring all premises owned by the council within the scope of the arrangements agreed previously for community premises. Following further consultation with VCS organisations, revised arrangements were agreed together with a Statement of Policy and Procedures. This report can be found at,

http://democracy.towerhamlets.gov.uk/documents/ s123865/5.4%20Premises%20leased%20to%20VCS%20Organisations.pdf.

Scope of the Community Portfolio

The council has a property portfolio which is let at commercial rates to provide valuable additional income towards meeting the cost of delivering services to local residents. There are also council owned premises that are used primarily for delivering services to local residents either directly by the council or by other organisations through service agreements or public service contracts. In addition, the council has identified premises whose primary function is supporting locally based voluntary and community sector organisations to provide facilities and services for the community, rather than to generate a commercial income. These premises, described as being in the council's Community Premises Portfolio, may be leased to recognised voluntary and community sector tenants at the council's standardised 'community rent', currently £14 per annum per square foot, and the tenant may be eligible to be considered for the council's community benefit rent reduction scheme (CBRR) set out separately in this document. The council recognises that VCS organisations may also be tenants of premises that are not in the community premises portfolio. The 'community rent' will not apply to these premises and the occupiers will not be eligible to seek CBRR.

The current Community Premises Portfolio is listed at Appendix 8.

In exceptional circumstances the council may agree to premises being added to the community premises portfolio. The to be considered the premises must,

- 1. Be currently occupied by a VCS organisation;
- 2. Be different in nature from premises where the council would expect to generate a commercial income such as shops, railway arches, office facilities, and parking/garaging facilities, and not be required by the council for offices or direct service delivery, and
- 3. Not be used for the delivery of statutory services through a public service contract.

The council will also take into consideration the potential cost to the council tax payer through rental income foregone.

New premises that come into the council's ownership designated for community use, such as premises passed to the council through s106 agreements, that do not already have a specified use may be considered for inclusion in the community premises portfolio.

Vacant Premises

Where premises in the community portfolio are vacant, the council will offer the opportunity to lease the building asset out in Para 3.6 of the council's Property Procedures for Disposals and Lettings (2019)

Lease Terms

Occupiers of council owned premises must have a formal agreement with the council that governs the terms of their occupancy. The council will normally offer a short term lease of three to five years on the basis of the standard principal lease terms set out in appendix 1. Where an organisation does not require or may not be able to have exclusive use of a building full time, the council may issue a licence to occupy which has limited security but may be sufficient for the organisation's needs and allow other occupation to make better use of the resource.

The council may allow occupation under a tenancy at will in circumstances where a lease is not appropriate such as a short term occupancy, or in anticipation of a lease being negotiated. The period of a tenancy at will not exceed six months.

An organisation occupying a council building that does not have a lease or other appropriate occupation agreement will not normally be eligible to receive council funding.

Stepped Rent

Many VCS organisations have occupied council premises on terms where the rent has been a peppercorn or a nominal amount. The transition from paying a limited contribution for their building to paying a market rent may present financial challenges for some organisations. The council may therefore offer a graduated or 'stepped' increase in rent over the period of the new lease. Details of how this operates are set out in Appendix 2. The offer of stepped rent is considered in consultation with the relevant council service. Where necessary business planning advice and mentoring is offered to minimise the impact of the introduction of charges. This is normally by referral to Tower Hamlets Council for Voluntary Service (THCVS), funded by the council as part of the THCVS infrastructure support contract.

Community Benefit Rent Reduction

The council recognises that the activities of many organisations which occupy its premises provide valuable community benefits. In recognition of this, the council will offer a rent reduction of up to 80% of the rent payable to organisations which meet specific eligibility criteria and can demonstrate their activities provide community benefit.

The rent reduction scheme was set up in consultation with the VCS to provide a transparent and consistent method of assessing the community benefit. It is open to all organisations which hold short term (3-5 year) leases with the council subject to specified exceptions set out below.

The council recognises that organisations may derive part of their funding from economic activity but all or part of its other activities could be considered to have community benefit. Where an organisation may be able to meet the community benefit criteria in part, the council may offer 40% or 20% rent reduction depending on the proportion of activity which meets community benefit criteria. Appendix 3 sets out how this partial rent reduction is assessed.

For example, if an organisation occupies premises where the annual rent is £10,000, based on an area of 714 sq ft at £14.00 per sq ft, CBRR would apply as set out below,

	80% CBRR	40% CBRR	20% CBRR
Full rent value	10,000	10,000	10,000
CBRR	8,000	4,000	2,000
Net rental due	2,000	6,000	8,000

Rent is normally invoiced quarterly. The invoice would show the full amount of the rent, the CBRR discount applied and the net amount due. Organisations are expected to acknowledge this discount in their annual accounts and should instruct their accountants accordingly.

CBRR Eligibility criteria

To be eligible for CBRR, an organisation must,

- 1. Occupy a building in the council's 'Community Portfolio' with a lease of three to five years or occupy a building outside the community portfolio which the council has agreed may be within the CBRR scheme;
- 2. Be community led
- 3. Demonstrate good governance;
- 4. Be capable of managing a building;
- 5. Be willing to share space;
- 6. Show how their activities contribute to the Tower Hamlets Plan outcomes, and
- 7. Embrace diversity, work to improve community cohesion and reduce inequality;

The criteria are as set out in full in appendix 4.

CBRR Application Process

When a new lease is being negotiated with a VCS organisation for a building in the community portfolio the council will invite the organisation to apply for CBRR. This will happen early in the process to allow the organisation to apply for CBRR and for it to be assessed and determined before the lease is agreed.

The organisation will complete an application form that will test its eligibility against the published criteria using the council's standard Organisation Assessment Form. Where the building to be leased will be hired out to other organisations, community groups or local residents the organisation must either have or be working towards achieving a quality mark relevant to managing premises that will be used by others. Where premises are used in other ways such as administrative offices or activity space solely to deliver the applicant organisation's services, other nationally recognised quality assurance standards may be acceptable.

Where the potential benefit to the organisation exceeds £20,000 per annum, it will also be required to complete a social value assessment.

Where an organisation fails to meet the quality assurance criteria but has an assessment which indicates it could meet the required standard within a maximum of twelve months and meets all other requirements, the council may agree the rent

reduction on condition that the organisation meets the required standard within a specified timescale. If the organisation fails to meet the standard within the specified timescale the rent reduction will be withdrawn. The standard break clause in the lease would give the organisation the opportunity to then surrender the building back to the council without incurring a premium though it would remain liable for any outstanding debts and other liabilities to the council.

The decisions on CBRR will be made by a panel comprised of,

- Head of Revenue Services (Chair)
- Head of Corporate Strategy & Policy
- Head of Asset Management
- Chief Executive, TH Council for Voluntary Service

The Terms of Reference for the CBRR Panel are asset out in Appendix 5.

Rent Reduction Agreement

Organisations granted a rent reduction will enter into a grant agreement which will sit alongside but be separate from the lease. This agreement will set out the amount of rent reduction and the terms on which it is given. It will also set out the monitoring requirements.

Where an organisation is given a rent reduction conditional on achieving a satisfactory quality standard, the grant agreement will be for the term agreed for the organisation to achieve that standard, not the full lease period. It will be extended for the full lease period if the organisation achieves the required standard in the specified timescale.

Monitoring and review

On-going eligibility for the community benefit rent reduction will be reviewed annually for the duration of the lease. The review may include site visits as well as analysis of Annual Reports and Accounts. The funding agreement will set out the monitoring requirements that will include details of activities undertaken throughout the year to demonstrate continued community benefit, use of the building, governance and management requirements and quality assurance. If an organisation cannot provide evidence that it continues to provide the community benefit for which the rent reduction had been awarded, CBRR may be withdrawn by the CBRR Panel and the organisation will be required to pay the full rent. If the organisation subsequently considers that it is providing a community benefit, it will need to reapply for the rent reduction.

CBRR Exclusions

There are some exclusions for eligibility for CBRR.

1. Day care for under fives

Day care for pre-school children is provided in a range of settings and may be funded through direct contribution from parents and/or government support schemes for parents. It is recognised that the council is required to ensure there are sufficient such facilities available. However, by reducing the cost to parents through rent subsidy for its own premises and not others, the council is open to challenge that the basis of this support is not based on any assessment of need. However, the council will consider applications for CBRR from organisations providing day care for under fives where other activities also take place in the premises as set out in Appendix 6.

2. Promotion of faith

Premises used solely for religious services or other services limited only to the congregation will pay full rental value based on the permitted use. However, where a building is not used solely for faith related activity, this will not prevent an allowance being made for parts of the building that are made available for use by other members of the community or general community use. Eligibility for CBRR in these circumstances is set out in Appendix 7.

3. Other funding

Organisations whose rent is met in full through their current council funding or funding provided by another public body will not be eligible for CBRR.

4. Economic activity

Premises that are used to generate income for but are ancillary to an organisation's charitable or community benefit objectives such as a charity shop or bar.

- 5. Other leasing arrangements including,
 - A lease of less than three years and longer than five years;
 - Ground rent only, and,
 - Any other agreement with the council which is not a standard lease as set out in this policy.

Appendices

Appendix 1	Principal Lease Terms
Appendix 2	Step Rent Arrangements
Appendix 3	Proportionate Rent Reduction
Appendix 4	CBRR Eligibility Criteria
Appendix 5	CBRR Assessment Process and Procedure
Appendix 6	Premises used for Day Care for Under Fives
Appendix 7	Faith Based Organisations
Appendix 8	Community premises portfolio

Appendix 1 Principal Lease Terms

1. Length of lease

Where applicable, the building would be let on a standard form of lease for a period to be agreed. In most cases this would be for 3 to 5 years. By defining a term this may give occupiers sufficient security to plan services and invest in the property, in such things as furnishings or internal decoration.

For some, particularly medium or larger organisations, there is the opportunity to seek grant funding from organisations outside the council e.g. Big Lottery Fund etc. In these circumstances, funders may insist that leases are in place for longer periods, commonly 25 years; these could be accommodated in appropriate cases. In all leases with a term more than 5 years there would be a landlord's break option, on notice, if the property was required for redevelopment or as otherwise appropriate. The law provides remedies if the tenant breaches the terms but these could be specified in the lease.

Where organisations are in receipt of funding (either through grants or service contracts) solely from the council, leases will not run beyond the period for which the grant funding or the service contract is expected to terminate.

2. Break clauses

In certain circumstances, for example where there is a possibility of the property being required for redevelopment or other purposes, or there is a link to provisions in a service contract, there may be a clause inserted giving the landlord the option of breaking the lease before the end date.

There will also be a tenant's break clause as standard. This will allow tenants to respond to changes in the organisation's financial circumstances and allow an organisation to return the building to the council without premium if it loses council funding. This will generally take the form of a rolling break after one year, on six months' notice.

3. Rent

Rent will be based on open market value based on permitted use. Rent for general community use will be referred to as 'community rent'. This is currently set at £14psf and will be reviewed periodically in line with market conditions.

In very limited circumstances, the council may enter into a lease based on a peppercorn or nominal rent. However, these will be limited to Tenants and Residents Associations (TRAs) as recognised by Tower Hamlets Homes Limited (the council's arms-length housing management company) for the purposes of discharging their statutory functions.

4. Landlord and Tenant Act 1954

All leases will be excluded from the security of tenure provisions of the Landlord and Tenant Act 1954, meaning that there is no right to renew leases. This has the effect of reducing slightly the open market rental value for the property. For some larger organisations paying full market rental and on standard commercial terms, this exclusion may be waived by negotiation.

5. Outgoings

The tenant will be responsible for all outgoings including charges for services (gas, electricity, water, rates etc.) and will be responsible for the costs of statutory testing where carried out by the council, internal redecoration and security.

6. Repairs

The council will carry out external repairs and recover the cost. In order to keep the cost of the recharge down, once any initial repairs have been undertaken, the council will only be responsible for maintaining the building to the extent that it is wind and watertight plus periodic redecoration to preserve the fabric of the building. Repairs beyond this will be at the council's discretion following consultation with the tenant.

7. Internal repairs

The tenant will be responsible for decorations and cleaning. Responsibilities for other internal repairs and maintenance will be agreed for each tenant, based on competence and experience. If the council takes these responsibilities it will recover costs through a recharge. The council will carry out statutory testing and recover costs through a recharge.

8. Insurance

The council will insure the building only and recover the cost from the tenant. The tenant will be responsible for contents and all other insurance, including plate glass if fitted.

9. Sharing use of the property

Tenants will be encouraged to allow other bona fide groups to use the accommodation. This could form part of the assessment of community benefit. The lease will regulate this type of sub-user by requiring them to enter into a prescribed form of licence with the tenant, setting out the obligations of the licensee. Council officers will assist with a suitable standard form of licence.

The council may also take steps to ensure that support is in place to help groups to publicise the availability of space within a building. This may include assistance with website design and links from the council website, or advice and one off grant support to help with advertisements, posters and other publicity via the Communities Team.

Assignment and sub-lettings of the whole or parts is prohibited.

10. Governance

The tenant organisation will be properly constituted with named persons responsible for overseeing the tenant's obligations. The lease will be granted to a recognised legal entity or to trustees of unincorporated organisations. Guarantors may be required in some cases.

Appendix 2 Stepped Rent Lease Agreements

A stepped rent arrangement is a mechanism to give a transitional period for a rent increase to take effect. In essence, the level of rent rises over the period of the lease at times and at levels agreed at the beginning of the lease. The steps reflect the low start in comparison to the full market rent and increase to the market rent in the final year of the lease.

In a commercial setting the principle is that the equivalent to full rent payments are made over the course of the lease term but stepped to make it less of a financial burden in the early years when a business may be starting up. Where the lessee is a VCS organisation the value of the community benefit it provides will be acknowledged by the council through an element of subsidy incorporated into the stepped rent arrangement.

The council's stepped rent scheme gives an annual increase over the period of the lease. The starting point is the current rent plus 30% of the increase in year one with incremental 20% rises and 100% in the final year, as illustrated below. The effect of providing this transition would be to give a rent subsidy over the period of the lease of up to 32%. The burden of funding the subsidy will be met by whichever budget the rent is credited to, whether HRA or GF.

Where the rent has previously been a peppercorn or there has been no formal lease, the increase will be the new rent. For the purposes of the illustration below it is assumed a lease is already in place with a rent of £1,000 per annum. The new rent at renewal is £8,000, an increase of £7,000

Year	Rent payable	% of rent increase	Initial rent	Incremental increase	Saving on market rent
Year 1	£3,100	30%	£1,000	£2,100	£4,900
Year 2	£4,500	50%	£1,000	£3,500	£3,500
Year 3	£5,900	70%	£1,000	£4,900	£2,100
Year 4	£7,300	90%	£1,000	£6,300	£700
Year 5	£8,000	100%	£1,000	£7,000	0
Total					£11,200

This example is for illustrative purposes to demonstrate the principle and could vary according to the circumstances and lengths of individual leases.

Stepped Rent will only be considered where a VCS organisation is excluded from the council's rent reduction scheme. It will not be considered where an organisation is eligible for the rent reduction scheme but fails to meet the organisational and community benefit criteria.

Each case will be considered on its merits, but the organisation must meet the same organisational and governance requirements as required for the rent reduction scheme and the premises not used for commercial purposes.

The application process follows the same format as the rent reduction scheme with the opportunity to apply for stepped rent being offered with the offer of lease terms. The decision will be made by the CBRR Assessment Panel

Where the council agrees a stepped rent, the decision will be reported alongside the reporting of rent reductions to the Grants Determination Cabinet Sub-Committee for information.

Appendix 3 Proportionate Rent Reduction

Activities that may be considered to be economic such as charity shops, bars and other trading activities are excluded from CBRR. This is consistent with other council support such as rate relief. There are other activities such as the provision of child care and faith based activity that may also be excluded from the scheme. However, these activities may take place in premises where the tenant organisation is also providing activities that have wider community benefit. The council will therefore consider in certain circumstances granting CBRR at a lower rate to take account of the community benefit activity.

The standard rent reduction where a building is exclusively used for community benefit activity is 80%. The rent reductions for mixed use are;

- 40% rent reduction where the use for community benefit activity is 50% 99%, and
- 20% rent reduction where the use for community benefit activity is 25% 49%.

If the market rent for a building is £10,000, the lessee pays:

£2,000 if the building is used solely for community benefit activity;

£6,000 if the building is used over 50% for community benefit activity and

£8,000 if the building is used over 25% for community benefit activity.

The assessment of community benefit is based on the proportion of community use, calculated either in time or in space used for the different activities.

Time apportionment applies where a building is used for activities that are ineligible for CBRR, but which may also be used for community benefit activity, for instance in the evenings and at weekends.

Space apportionment applies where there is a mix of use at the same time and a significant proportion of space is used for community benefit activity.

The organisation is required to demonstrate in its application for CBRR the proportion of either,

- Activity space which is devoted to community benefit activities (activity space excludes common areas and staff kitchen facilities but will include kitchens which are ancillary to activity rooms), or
- 2. Available opening time solely devoted to community benefit activities (time where both community and ineligible activities take place is not eligible).

To qualify for a proportionate rent reduction, organisations must be able to meet the criteria set out in the rent reduction scheme for their community benefit activity.

- 1. The lessee can meet organisational standards criteria set out in rent reduction scheme
- 2. Activities meet the community benefit requirements set out in the rent reduction scheme

Annual monitoring of community benefit will include confirmation that the proportion remains as initially agreed or more.

Appendix 5 CBRR Eligibility Criteria

The applicant organisation must be able to demonstrate that it is:

- 1. Community-led (i.e. its proposed/existing governance arrangements must demonstrate that it has strong links with the local community, and that members of the community are able to influence its operation and decision-making processes);
- 2. Appropriately constituted and capable of demonstrating good governance through open and accountable processes, with adequate monitoring, evaluation and financial management systems;
- 3. Capable of sustainably, legally, and safely managing an asset and delivering services from it;
- 4. Capable of demonstrating the social, economic, and environmental benefits they deliver through their activities and that these clearly link to the council's own desired outcome for the borough as expressed in the Tower Hamlets Plan;
- 5. Able to demonstrate how they will embrace diversity, work to improve community cohesion and reduce inequalities;
- 6. Willing to offer space and support to other smaller local groups;
- 7. Able to demonstrate how the organisation contributes to the Voluntary and Community Sector Strategy Action Plan, and,
- 8. Willing to agree to the principles of the Tower Hamlets Compact.

Appendix 6 CBRR Assessment Panel Terms of Reference

Role

Tower Hamlets Council recognises that the local community sector is a valuable and important asset that delivers important services and benefits to local residents. Tower Hamlets Council is committed to ensuring this community value is appropriately recognised and reflected in its community premises lettings policy.

The purpose of the CBRR Assessment Panel is to,

- Ensure the fair and transparent application of the council's Community Benefit Rent Reduction (CBRR) policy;
- Assess individual applications;
- Make decisions on whether an applicant has met the requirements of the eligibility criteria, and,
- Monitor the CBRR programme.

Membership

The decisions on CBRR will be made by a panel comprised of,

- Head of Revenue Services (Chair)
- Head of Corporate Strategy & Policy
- Head of Asset Management
- Chief Executive, TH Council for Voluntary Service

Responsibilities:

- To consider and make decisions regarding applications for CBRR;
- To request and consider any supplementary information considered necessary to make decisions;
- To advise the Grants Determination Sub-Committee of decisions made and the reasons for those decisions;
- To consider the findings of the annual review process and monitoring reports, and
- To provide the GDCSC with all relevant information required to determine any appeal made by an organisation unsuccessful in its CBRR application.

Frequency of meetings:

The Assessment Panel will meet as and when applications are received and at least twice a year to consider the findings of the annual review and monitoring.

Appendix 5

Appendix 6 CBRR provision for Early Years Settings

Proportionate CBRR (See App C) may apply where the activities of a child care provider are clearly different from full time child care providers and can be shown to have a wide community benefit. This might include holiday provision, additional support for parents and carers or other activities that benefit the families of children that use the child care. It may also include making the premises available to other community groups for their activities.

The council will not provide CBRR where premises are used exclusively or mainly for early years child care.

Public subsidy for day care for children under 5 is funded through central government and administered by the local authority. Providers may be schools, private companies or not-for-profit organisations. The government funding may be supplemented by parental contribution and, where the provider is a not-for-profit organisation, funds may be available from other funders such as trusts and foundations.

Additional public subsidy from a local authority based simply on a child care provider leasing its premises from that local authority with no other consideration of need could be considered as giving it an unfair advantage over other providers. This may reasonably be considered to conflict with the public law principles of fairness and reasonableness.

It may be argued that a local authority could provide support to childcare providers in areas of particular need where provision is inadequate to meet local need of there is a need for specialist provision. This would be based on a needs assessment and decided on a case by case basis. Simply leasing premises from a local authority would not, in itself, be justification for rent subsidy.

The council has made provision in the CBRR scheme for organisations that are providing a mix of activity that is excluded from CBRR, such as government funded child care, and activity that could be considered to have wider community benefit. CBRR may be provided at a lower rate, 40% or 20% depending on the proportion of eligible community activity. Full details are set out in appendix C above.

Appendix 7 Faith Based Organisations

Faith based organisations were historically the cornerstone of social welfare services in many areas. Prior to the establishment of statutory social services, many key social welfare services were run by faith organisations and this involvement in community based services by faith based organisations continues. The Covid 19 epidemic also demonstrated the capacity of faith based organisations to respond positively and effectively to changing social needs.

Local authorities and central government continue to support education and social welfare activities run by faith based groups through contracts and grants. This continuing support is based on the principle that publicly funded services must be open to people who do not necessarily share the faith of the organisation delivering the service and that the services are delivered in a manner that does not promote the organisation's faith. Due regard must be paid to this principle. Schemes set up by public bodies to support activity which might be deemed to be promoting faith activity or the promotion of a specific faith have been successfully challenged, including Tower Hamlets Council's faith buildings scheme.

Many faith based organisations in Tower Hamlets deliver services that are inclusive and serve the wider community. Some are supported through grants and contracts with the council. However, some of these services are delivered from premises which are also used for worship and the broader promotion of faith. The council has therefore drafted criteria which will enable organisations whose premises are used for faith related activity to be eligible for CBRR for services that are inclusive and may have a wider community benefit.

- 1. Where a building used solely for worship and faith-related activities e.g. Arabic/Islamic classes, bible classes etc, it will be let at full market value.
- 2. Where a building is leased to a faith based organisation but solely used for inclusive community based activity with no faith based activity, it will be let at full market value but the organisation may be eligible to apply for CBRR.
- 3. Where a building used for worship and faith related activities also has separate space that is used by the local community for a wider range of activities, generally accessed via a separate entrance, the council will carry out an apportionment of the building. This will determine the proportion of the building that may be eligible for community benefit rent reduction (which it is the responsibility of the organisation to apply for).
- 4. Where there is shared use of the same space, a reduced rate of 40% or 20% CBRR may apply using the principles set out in Appendix 3, Proportionate Rent Reduction

Inclusive activity

A faith based organisation seeking public funds would normally be required to demonstrate that the activities it is seeking funds for are inclusive and open to all rather than being exclusive, open only to congregants and therefore deemed to be integral to the faith base of the organisation. However, where an organisation is serving a specific local area where the majority of the population are active members of a particular faith, it becomes more difficult to determine whether an activity is secular in its intention but, because of the characteristics of the population it serves, appears to be exclusive to those who follow a particular faith.

For the avoidance of doubt, the council will consider a faith based organisation's activities to be inclusive where,

- a) Activities are funded by the council and subject to monitoring and evaluation where an assessment is made regarding inclusivity of activities;
- b) The organisation can provide evidence such as attendance records that its activities are inclusive;
- c) The organisation can show through published material such as its annual report that activities are inclusive, or
- d) The organisation can show it has made reasonable efforts to encourage inclusive participation through promoting its activities in publicly accessible places and minimising religious symbolism in areas where inclusive activities take place.

An assessment of whether activities are inclusive will be included as part of the annual monitoring of CBRR.

Appendix 7

Appendix 8 Council Premises Included in the Community Portfolio

Current Lessee/Occupier	Address 1	Address 2	Postc ode
COMMUNITY			
Attlee Adventure Playground,	Attlee Adventure Playground	Lolesworth Close	E1
Barley Mow Veterans Club	Barley Mow Veterans Club	40 Three Colt Street	E14
Bethnal Green Weightlifting		229 Bethnal Green	E2
Bowhaven	William Place Centre,	1 William Place, Roman	E3
Breakthrough (Deaf-Hearing	Trinity Welfare Centre,	Key Close	E1
Children Education Group	Harkness House,	101, Christian Street	E1
Compass Point Community	Compass Point Community	38a, Sextant Avenue,	E14
Delafield Mother Tongue	Delafield House	Christian Street	E1
Dorset Estate Social Club	Dorset Estate Social Club	Ravenscroft Street	E2
Emmott Close Senior Citizens	Emmott Close OAP Club	27 Emmott Close	E1
Ensign Youth Club,	Ensign Youth Club	1 Wellclose Square,	E1
Fern Street Settlement		71 Fern Street	E3
Greater Sylhet Development & Welfare Council (U.K.)		135 Commercial Street	E1 6BJ
Highway Club,		3 Lowood Street	E1
Legal Advice Centre	Legal advice centre	104 Roman Road	E2
London City Mission	St Johns Park Playground	Manchester Road	E14
Malmesbury Community	Caxton Community Centre	Malmesbury Road	E3
Mudchute association	Mudchute Park And Farm	Pier Street	E14
Osmani Trust	Osmani Centre,	58, Underwood Road	E1
Pollyanna	Raines House (First Floor)	21, Raine Street	E1W
Shadwell Community Project:	Activity Hall Portacabin,	Glamis Road	E1W
Spitalfields Farm Association	Spitalfields City Farm	Buxton Street	E1 5HJ
Stepney City Farm	Stepping Stones Farm	Stepney Way	E1
Stifford Centre Ltd	Stifford Community Centre,	2-6, Cressy Place	E1
Wapping Bangladeshi		Tench Street	E1W
Weavers Adventure Playgroup	Weavers Field Adventure	Viaduct Street	E2
Weavers Community Forum	Weavers Community Centre	10, Shacklewell Street	E2
FAITH/COMMUNITY			

Current Lessee/Occupier	Address 1	Address 2	Postc ode
Docklands Community		111-113 Mellish Street	E14
Dorset Community Association	Dorset Library	Diss Street,	E2
FAITH			
Bishop's Way Community	St. James (Wellington) Estate	73, Bishops Way	E2
Globe Town Mosque and	Globe Town Mosque and	100, Roman Road	E2
Redcoat Community Centre,	Redcoat Community Centre,	256 Stepney Way	E1
Turners and Locksley TRA		r/o 40 Turner Road	E3 4LE
Wapping Bangladesh	Wapping Riverside LHO	19, Prusom Street	E1
PLAYGROUP			
Avebury Playgroup	Avebury Playgroup,	Roberta Street	E2
Limehouse Project Ltd	Cheadle Hall	Copenhagen Place	E14
Matilda House Nursery and	Matilda House Nursery	St Katharines Way	E1W
Ranwell Playgroup	Ranwell East Playgroup,	1, McCullum Road	E3
Scallywags Parent Run	Canal Club (temporarily	Waterloo Gardens	E2
Somali Integration Team t/a Chicksand Friendly Club	Chicksand Friendly Club	Hanbury Street	E1 5JY
Tate House Playgroup	Tate House Playgroup,	Mace Street	E2
Vernon Playgroup	Vernon Playgroup,	29, Vernon Road	E3
Wapping Womens Centre	Wapping Womens Centre	Philchurch Place	E1 1PJ
	Pour Community Hub	E Jofferson Dieze	E3
Bow Community Hub	Bow Community Hub	5, Jefferson Plaza	205
Christian Street Community	Christian Street Community	Christian Street	E3
Granby Hall Community Hub	Granby Hall Community Hub	St Matthews Row	E2
Raines House Community Hub	Raines House Community Hub	21, Raine Street	E1W
Tramshed Community Hub	Tramshed Community Hub	Digby Street	E2 0LS
TRA			
Barley Mow TRA	Barley Mow Tenants Room, Brewster House	Three Colt Street	E14 8HU
Bentworth Friendship Club	Bentworth Friendship Club	Granby Street	E2
Birchfield Estate TA	Birchfield Hall	50 Saltwell Street	E14

Current Lessee/Occupier	Address 1	Address 2	Postc ode
Collingwood TRA (Collingwood Estate Friendship Club)	Collingwood Tenants Hall,	Collingwood Street	E1 5RF
Cranbrook Estates TRA	Cranbrook Community Hall	Mace Street	E2
Locksley TRA and THH	Locksley Hall,	Dora Street	E14
Longnor Estate TRA	Longnor Community Centre	2, Bradwell Street	E1
Ocean Estate TRA	Ernest Street Community Hall,	Ernest Street	E1
Ogilvie House OAP and Pitsea Estate TRA	Ogilvie House Hall	1, Stepney Causeway	E1 0JP
Park View Estate TRA	The Glasshouse Community	161, Old Ford Road	E2
Royal Mint Tenants & Residents Association	Royal Mint Friendly Club	Royal Mint Place	E1 8LS
Shadwell Garden TRA	Shadwell Gardens Community	129, Shadwell Gardens	E1
Sidney Estate TRA	Flat 2 Jarman House	Jubilee Street	E1 3BL
St Matthias TRA	St Mathias Meeting Rooms,	Cottage Street	E14
St Vincent's Estate TRA	St Vincents TRA Portacabins	Gill Street	E14
Teesdale & Hollybush	Kedleston Walk Clubhouse	Kedleston Walk	E2
Will Crooks TRA and SPLASH	Will Crooks Welfare Centre	1-3, Wades Place	E14
Wingmore and Gascoine Neighbourhood Group	Dunmore Point Community Centre	Gascoigne Place	E2 7NP
VCS occupied premises not in community premises	2 nd & part ground floor	82 Russia Lane	E2 9LU
Tower Hamlets Community	Offices and depot	25-27 Newall Street,	E14
Women's Inclusive Team	Mayfield House (Ground Floor)	202, Cambridge Heath	E2 9LJ
Allen Gardens Playgroup	Playgroup Building	55 Buxton Street	E1
REAL	Jack Dash House (Part)	2 Lawn House Close	E14

Appendix 8