



**SCARBOROUGH**  
BOROUGH COUNCIL

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**Business Case Approval Record for  
Eastside Community Hub**

**Summary Document Submission Date**

**12 January 2022**

## DOCUMENT CONTROL

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## DOCUMENT APPROVALS

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<b>Appraisal completed by</b>	27/10/2021
<b>Financial checks completed by</b>	27/10/2021
<b>Capital Working Group Assessment</b>	26/11/2021
<b>Regeneration Programme Delivery Board Decision</b>	30/11/2021
AGREED: <b>1.</b> The Board accepts the Eastside Community Hub Business Case with the condition: i) That project sponsor addresses the affordability of the scheme prior to the Council entering into a Grant Agreement for the Delivery Grant. ii) Outputs are confirmed and agreed in the final Monitoring and Evaluation Plan <b>2.</b> The Board recommends that the council approves the submission on the Summary Document for the Eastside Community Hub Business Case	
<b>Cabinet acceptance of RPDB recommendations and permission to submit Summary Documents</b>	14/12/2021
<b>Or ICM acceptance of RPDB recommendations and permission to submit Summary Documents</b>	
<b>Town Deal Board endorsement of Business Case</b>	16/12/2021

## SUBMISSION OF SUMMARY DOCUMENT

	<b>Date</b>	
<b>Town Deal Board Authorisation</b>	Barry Harland Chair	06/01/2022
<b>SBC Authorisation</b>	Mike Greene Chief Executive	06/01/2022
<b>Date of Submission</b>		12/01/2022

## Item 5

# Whitby Town Deal Board - 16 Dec 2021

Eastside Community Hub Full Business Case Summary

## 1 PURPOSE OF THE REPORT

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- 1.1 This report presents the Business Case for the Eastside Community Hub (ECH) to the Whitby Town Deal Board. The Board should consider whether to support the acceptance of the Business Case and recommend the submission of the Summary Document to the Department of Levelling Up, Housing and Communities (DLUHC) with the condition that further work continues to develop the project to RIBA 2 to mitigate delivery risks.

## 2 BACKGROUND

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- 2.1 The ECH project will create purpose built facilities for Whitby Boxing club and undertake improvements for Eastside Community Centre. The project will take place in two phases. Phase 1, to create a purpose build unit for the Whitby Boxing Club to enable the club to expand and provide modern facilities for more people in Whitby. Phase 2, involves the renovation and extension of the existing Eastside Community Centre to provide a more flexible space so that greater use can be made of the building for training and community use. The extension will also host a community café and reception area.
- 2.2 The applicant for the project is Eastside Community Centre. The project is being done in partnership with Whitby Boxing Club. An agreement between the two parties has been established and Eastside Community Centre are acting as Project Sponsor. They have engaged a firm of specialist architects, Abacus, to help develop and deliver the project.
- 2.3 ECH have a Towns Fund allocation of £823,051 which will contribute to the capital build of the project. Whitby Boxing Club have secured £317,000 for match funding including £117,000 contribution agreed by SBC. The remaining match comes from Sports England and Sirius Foundation. Extensions to the funding timescales have been granted by Sports England and Sirius Foundation to allow Towns Funding to be secured. However, this is conditioned that work is started before the end of the financial year. In order to achieve these conditions the Summary Document for the project must be submitted to the DLUHC on 14th January 2021.

- 2.4 SBC are the accountable body for the Towns Deal funding. If project sponsors fail to undertake the required works within the timeline or fail to carry out monitoring of the project for the period of the programme required for the Towns Fund, SBC could potentially be liable for any clawback in funding. Controls and project monitoring procedures have been put in place by the Council to mitigate the risks of project failure in an aim to prevent this occurring.

### 3 PROJECT APPRAISAL

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- 3.1 The business case presents a good case for change and a reasonable delivery model. The cost plan presented shows a slight short fall against the funding envelope. It is felt that further work is required to mitigate the risks with the project, especially concerning the level of certainty and assumptions of the construction cost estimates.
- 3.2 The Strategic Case is concise but covers the majority of the required content. The Strategic case effectively picks up the themes in the TIP. The case for change is good and identifies the 'need' through IMD stats and My Town consultation and links the proposed activities to meeting these needs. The SMART objectives are clear and fits well with the two organisation's core business
- 3.3 The Strategic fit needs further development. Currently it only quotes contributions to the TIP and Y&NY LEP Covid-19. However it does provide a reasonable explanation how it contributes to these.
- 3.4 The Economic Case was prepared by Mott MacDonald. The section provides a good examination of the options considered. The short listed options consider:
- i) business as usual or do nothing for comparison purposes
  - ii) preferred way forward which includes a purpose built boxing facility and improvements to the Community Centre and an extension; and.
  - iii) 'do something' which excludes the extension to the community centre

The risk levels of the options need to be shown alongside the benefits so there is clear understanding of the range of outcomes / scenarios with the decisions. Environmental benefits and sustainability benefits from costs and income changes should be included.

- 3.5 The preferred option and 'do something' show very similar BCRs (4.4 and 4.6) respectively. However the non-quantitative benefits could be said to be much higher with the preferred option. The economic costs of the project do not show a complete life cycle analysis of costs and the VFM indication is not robust. Further work needs to be completed on the operational elements of the project, to give a better understanding of the VFM and the sustainability of the builds and therefore ability to continue to meet project benefits
- 3.6 The Commercial Case is adequate. The project adopts the Council's Procurement Strategy. The designer, Abacus, was procured originally through a competitive process to deliver the boxing club and the contract then extended to cover both phases. Contractors for the works phase will be procured competitively. Abacus are contracted to assist with the procurement process
- 3.7. The Financial Case was prepared by Mott MacDonald. The capital costs for the preferred option shows a shortfall in funding of circa £50k. Risks are clearly highlighted and issues with affordability

are noted. The risk sum is currently set at 12.5%. The project sponsors are aware of these concerns and are developing the scheme to a higher level of certainty to mitigate these risks. It is recommended that the funding shortfall is explored through the development of a more detailed design and a cost plan that provides greater cost certainty for both the 'do something' and preferred option identified in this business case. Value engineering should be explored prior to the 'do-something' being pursued instead of the preferred option.

- 3.8 Operational costs need to be brought in specifically for the community café and new areas. Some indication of the cost of management needs further explanation and whether there is an ability to scale down or up operations where required.
- 3.9 The Management Case is reasonable. The document sets out the governance of the project. However more could be added on the project assurance. A risk register is provided in the appendices. Stakeholder engagement it well explained.

## 4 RECOMMENDATIONS

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- 4.1 In order to secure the match funding and therefore the viability of the project, the Summary Document for the Towns Fund needs to be submitted in Jan 2022. Therefore, the Board is recommended to endorse the FBC for the Eastside Community Hub and the submission of the Summary Document to DLUHC, subject to the applicant to addressing the conditions identified during the appraisal process, these being:
  - i) That project sponsor addresses the affordability of the scheme prior to the Council entering into a Grant Agreement for the Delivery Grant.
  - ii) Outputs are confirmed and agreed in the final Monitoring and Evaluation Plan

## 5 ADDITIONAL INFORMATION

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- 5.1 Full Business Case for the Eastside Community Hub

# **Towns Fund**

**Eastside Community Hub**

**Business Case**

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# Executive Summary

## Background

Eastside Community Centre Ltd (ECC) is the lead organisation for this project and will work in partnership with Whitby Boxing Club on its delivery. A signed Memorandum of Understanding to this effect has been lodged with Scarborough Borough Council. (Appendix 1).

ECC is a not for private profit company limited by Guarantee, registered in 2010. The group itself initially formed in 2006 in order to reopen the redundant Helredale children's play centre, to provide a community facility, renamed Eastside Community Centre. Following a community asset transfer of the building and surrounding area, ECC was successful in raising funds, from a number of sources, to undertake minor refurbishments to the building to make it more useable. The community centre has become a valuable and valued asset for the local community.

Whitby Boxing Club (WBC) was formed in January 2013 in response to an identified local need and became a Charitable Incorporated Organisation in 2020. The success of the club has meant that they have had to move premises several times as they have outgrown the facilities.

Successful applications were made, to Sport England and Sirius Minerals Foundation, for funding to build a boxing gym as an extension to Eastside Community centre. The plans were changed, due to issues with the land, and the facility will now be housed in a separate building on the site.

Initially this project included a Pensioners play area, in the allotment adjacent to the community centre, and refurbishment works to the Calla Beck, an area of Scarborough borough council land. Following advice that funding had been reduced the project was reassessed and it was decided that there was limited social and economic impact to be gained from the Calla Beck element of the project. This element was therefore removed from the application.

An assessment on the Pensioners play area element showed there was still a need for a safe accessible outdoor area. With emerging mental health problems emanating from the Covid-19 pandemic it was decided that this element of the project was needed urgently and could not wait for the Towns Fund funding. Other sources of funding were sought and along with ECC's own funds a scaled down version of the Pensioners play area was delivered.

## Strategic Case

Whitby Boxing Club have again outgrown their current facility hence the need for a purpose built boxing gym. The club is unable to further expand its services as it is restricted by the size of its current location, demand from the local community cannot be met and opportunities to provide structured sessions to more young people are being missed. This project seeks to provide a gym facility for the boxing club on land adjacent to Eastside Community Centre.

Eastside Community Centre has for a number of years had plans to extend and refurbish the existing building to provide a community café, additional meeting rooms and improved facilities for community use. In direct response to a range of identified community needs the community centre provides the setting for a range of training, advice and support services and community activities, many of which are delivered by local volunteers. The community centre facilities are restrictive with only the one useable room available to address the varied demands for support within the community.

The ethos of ECC is very much about providing the support, advice and training needed for the



community to help itself. This project provides the means by which these ambitions can be realised.

The project contributes to the Town Investment Plan objective of insuring a better balance of activity across the town. Whilst the significant pockets of socio-economic disadvantage in Whitby tend to be situated on the Upper Eastside of the town, the few support and wellbeing services that are located in Whitby are on the west side of town. Lack and cost of public transport, financial difficulties and mobility issues are major barriers to accessing these provisions.

The project also makes a contribution to the York & North Yorkshire LEP Covid-19 recovery plan 2020 by: Helping people back into employment; Adapting skills delivery to respond to changing demand and new ways of learning; rejuvenating public spaces.

### **Economic Case**

The economic case is based on the Green Book five case model. The options appraisal has been presents and value of money calculation have been done on the preferred option, a 'do something' scenario and do nothing. The project will be delivered by meeting spending objectives, fitting strategies, optimising value for money, cost benefits and risks, attracting suppliers and matching their capabilities, meeting sourcing policies, funding criteria and constraints and matching the change capabilities and skills of the organisations.

Working together the ECC and WBC will deliver the facilities capable of offering a broad package of support and the opportunities which address local community needs. The project significantly contributes to the vision and objectives established through the Whitby Town Investment Plan in building 'beacons of excellence' across the town in skills, art, and wellbeing.

Both organisations are run entirely by volunteers ensuring maximum long term value for money from the initial investment.

### **Financial Case**

The total project cost is £1,150,051. The project seeks to attract £823,051 (822,916) of funding from the Towns Fund which will be matched with a total of £160,000 from Sport England, £117,135 from Scarborough Borough Council (S106 & Capital receipt) and £50,000 from Sirius Minerals foundation. A total match pot of £327,135. Confirmation of match funding is provided in Appendix 2. ECC has also put forward £20,000 from its own funds to provide the initial cashflow for the project.

Costs have been estimated at £1,200,200 including 13% contingency and non-recoverable VAT. These costs have taken into account the currently unstable nature of the construction and supply industries following the Covid-19 pandemic.

### **Commercial Case**

This project will, where appropriate, link with other Towns Fund projects to ensure best value is achieved from the available funding and will look to work with a range of organisations with similar aims.

The council's procurement policy will be used to procure all services and there are no State Aid implications associated with the project.

Staffing for the new and refurbished facilities will continue to be provided by volunteers. In the longer term it is proposed that paid part time work will be available, which will be resourced through increased income generation.

### **Management Case**

The project will be led by the chair of Eastside Community Centre Ltd. Governance and delivery of this project will be overseen by a steering group made up of Directors and Trustees of both Eastside Community Centre and Whitby Boxing Club, assisted by officers from Scarborough Borough Council. Abacus project management company have been contracted to manage the project.

The land proposed for development is owned by Scarborough Borough Council and both organisations hold leases for their individual parts of site. The community centre is already serviced by utilities, the new boxing gym will connect to these existing services.

A planning application for phase one of the project will be submitted in November 2021, with the application for phase two no later than January 2022. Tendering for phase one work will begin in January with a start on site date of March 2022. Phase two works will follow on with the intention to have all works completed by the end of December 2022.

Both projects have been under development for sometime and have been subject to consultation with local residents, user groups and service providers. This consultation will be ongoing in line with the ethos of both organisations.

# Strategic Case

## 1.1 Project Description

This project seeks to provide wider opportunities to the local community of Whitby, particularly those living within the electoral ward of Streonshalh, which to date have been sorely lacking. It balances up the provision of facilities across the town, placing desperately needed facilities within the heart of the communities that will benefit from them the most.

Eastside Community Centre and Whitby Boxing Club have a trusted history of service provision in Whitby. Both organisations have outgrown their existing facilities, neither organisation can expand their services without bigger and more suitable premises.

The addition of separate meeting rooms, café facility and reception area along with refurbishment of Eastside Community Centre will provide an opportunity to run multiple activities at once. Currently, the community centre has only the one room so there is no capacity to run more than one session at a time, for example if a session is being run in the training kitchen it is not possible to run another session in the main room.

Additional meeting rooms will effectively double the capacity at the community centre, enabling a wider variety of sessions to be provided at the same time. Upgrading of the facilities in the current building will help to raise aspirations in the local community as well as providing additional space. The office/meeting space, will also provide a dedicated one-to-one room for health or social work, which could be let out on a permanent basis.

The provision of a café area would enable both facilities to be used separately, with the training kitchen and café providing opportunities for people wishing to gain experience in catering and hospitality as well as providing a much needed and anticipated café facility on the estate. The long term aim is that the café could at some point develop into a social enterprise in its own right, thereby creating a new business with paid jobs as well as training opportunities.

The Whitby Boxing club gym will enable the boxing club to expand to meet both existing need and the projected 75% increase in future membership whilst also providing the facilities expected of a 21<sup>st</sup> century boxing facility.

The Boxing club will make a major contribution towards improving fitness in the community whilst instilling the discipline and sense of belonging that many young people lack. It will also provide a source of young people coming through into the job market who will be picked up by the training and employment initiatives run at the community centre. Additionally a range of boxing club activities will feed into the health and wellbeing initiatives run at the community centre.

The allotment area will be used for gardening and other outdoor activities and the sunroom will provide shelter and a quiet space to sit surrounded by nature. Gardening and communing with nature is proved to benefit mental health and improve the feeling of wellbeing. This safe and welcoming space has proved to be especially important during recent months with some work already having been done on this element of the project through our own funds. We had hoped to develop a pensioner's playground through this project but due to funding constraints have put this on hold for the time being.

The two groups believe that this project provides a truly holistic approach to the issues which have in the past held local residents back. The project addresses historic problems with health, wellbeing, fitness, training, access to employment opportunities and social isolation.

Both organisations are sustainable in their own right through existing income generation and fundraising activities, so neither rely on external funding for their day to day activities. These new/improved facilities will further assist in the sustainability of the organisations

## **1.2 Project Objectives and Case for Change**

The case for change is clearly demonstrated by the IMD statistics for the Streonshalh ward, in which Eastside Community Centre is situated. The Streonshalh electoral ward, one of the most deprived areas in Whitby. The area has a relatively young population (average age of 41 years), high levels of lone parent families, child poverty, children with special learning needs, working aged people with no qualifications, working age benefit claimants, anti-social behaviour incidents and high levels of health inequalities.

ECC and WBC have a track record of delivering activities tailored to community needs. The existing facility, Eastside Community Centre, is no longer fit for purpose and its facilities need upgrading in order to keep pace with changing requirements and standards. Whilst the need for additional rooms had already been identified the Covid-19 pandemic has highlighted this as a significant issue. There is now pressing need to extend and improve the building to ensure the organisation can continue, and expand, the support provided to the local community.

WBC's current rented space has again been outgrown due to the meteoric success of the organisation. The current facility will not meet requirements going forward and the club is severely limited by both the existing space and the ability to improve the facilities within it.

Over recent years ECC has been successful in accessing funding through North Yorkshire County Council, National Lottery, YorHub, ESF and ERDF to pilot a number of very successful community development, health and wellbeing and training initiatives, which have been run from the community centre. These projects have provided a vital link for the community to access a range of support, advice and training opportunities they would otherwise have been able or unwilling to take advantage of.

This Project seeks to continue to deliver, and expand, their offer by providing better facilities locally, removing the barrier of needing to travel to access much needed services and activities. Both organisations have undertaken extensive work over the past few years, (Eastside Action plan 2013-2018, NYCC local insight report 2019, My Town social media consultation) to establish what type of facilities are needed in the area and what barriers need to be overcome to encourage and inspire the community.

The Streonshalh ward of Whitby has lower than average car ownership and is heavily reliant on relatively expensive public transport in order to access facilities. Household incomes are below those of the rest of the area with a high proportion of families in receipt of benefits meaning that many families can simply not afford to access fitness activities, health and wellbeing services or training to improve future employment prospects. The current situation leaves residents stuck in low paid seasonal jobs with little prospect of improving their outcomes. This project seeks to change this situation.

The objectives of the project are:

1. To increase participation in physical activities for both children and adults through the provision of a purpose built facility in the heart of the community from where the activities can be delivered. An additional 50 children/young people and 25 adults will directly benefit.
2. To increase participation in employment training through provision of a local training facility. An additional 100 people will be engaged in training.
3. To provide a permanent base from where a range of health and wellbeing services can be delivered. A total of 50 individuals, children, young people and adults, will be engaged in health and wellbeing activities.
4. To provide training and work experience opportunities in construction throughout the build process by working alongside a construction training organisation. The construction phase of the project will engage a minimum of 4 local apprentices.
5. To provide 200m<sup>2</sup> of new space for Whitby Boxing club and 230m<sup>2</sup> of space for Eastside Community centre (This is a reduction of 70m<sup>2</sup> of new space due to financial constraints of the Towns Fund programme). The ECC space to be a mix of 65m<sup>2</sup> new space (café, meeting room and reception area) additional space created by reconfiguring existing space and moving toilets to create an additional meeting room and installing a dividing wall/bi-fold doors to create separate access, improved facilities within the main hall (flooring, insulation, heating etc.).

### **1.3 Strategic Fit**

The project specifically targets the Town Deal objectives of:

- i. Building Beacons of Excellence across the town in skills, arts and wellbeing
- ii. Better balancing activities across the town

The project targets the Y&NY LEP Covid-19 recovery plan objectives of;

- i. Helping people back into employment
- ii. Adapting skills delivery to respond to changing demand and new ways of learning
- iii. Rejuvenating public spaces.

The new Boxing gym will be a purpose built facility, which Whitby Boxing Club will develop into a beacon of excellence for fitness and health, serving Whitby and surrounding areas. It will provide a much needed balance of indoor activity space on the east side of the town. The discipline and exercise regimes offered will provide distraction activities for young people who may otherwise be drawn towards unsocial behaviour.

Eastside Community Centre will build on its existing client base and reputation to develop into a beacon of excellence for skills, training, community activity, health and wellbeing. It will compliment and build on the offer from the boxing club to improve the balance of services across the town.

The refurbishment, extension and upgrading of the community centre will deliver a rejuvenated public space where people can meet, learn, exercise and generally interact.

### **1.4 Options Appraisal**

(Options Tables attached as Appendix 4)

Whitby Boxing Club has consistently outgrown its rented facilities and had to keep moving to bigger premises to enable demand to be met. Its current premises, of which they have exclusive use, have again been outgrown despite sessions being held at different times of the day and

weekends to try to accommodate the growing membership. The club currently has a waiting list of both juniors and adults.

Extensive research has shown there to be no other suitable premises in the town and as the club cannot currently meet demand it cannot possibly meet future demands without a change of premises and facilities. Previously the club explored the option of sharing the Eastside Community Centre building. However as both organisations have proved increasingly successful in the delivery of their individual services this can no longer be an option as there is insufficient spare capacity.

Eastside Community Centre has been struggling to fulfil demand for a number of years, due to the restriction of their building having only one main room. Pre pandemic it was possible to hire out the room on an hourly basis however with Covid secure measures requiring cleaning between user groups, hourly hires are no longer feasible and hires now have to be split into morning, afternoon and evening sessions instead, with an associated drop in income.

The organisation was successful in attracting funding to develop a training kitchen. However, is unable to utilise this fully due to the restriction of only having the single main room meaning this facility cannot be used independently of that main room.

ECC particularly struggle when needing childcare to enable parents to access training courses. Pre-pandemic a community room at St Peters centre, a 10 to 15 minute walk from the community centre, was used for training whilst the childcare was provided at the community centre but this was neither feasible nor acceptable for some families. Also costs were incurred in having to hire additional premises which made some sessions unviable. Since the pandemic this facility has unfortunately no longer been available to us meaning we can no longer run course/classes for parents needing childcare.

The community centre is a 1980's building which suffered years of neglect due to underfunding by the council. When it was closed it became extremely run down and ECC invested considerable time, effort and money in getting it to where it is now. The building is tired, difficult to heat and outdated but despite this, prior to the pandemic, full to capacity. It is ideally situated, in the heart of the most deprived estate, to cater for community needs but it requires substantial investment to extend and refurbish.

ECC have already lost one of the long term business hires to the Green Lane Centre, a purpose built modern business centre with a community room. Whilst our current facilities cannot compete with their modern facilities the Green Lane centre is not accessible to much of our client case as it is at the top of a steep hill and not on a public transport route. It therefore excludes the very people we were set up to help.

Eastside Community Centre has sufficient land around it to accommodate both an extension to the building, to ensure it is fit for purpose going forward, and a separate building for the Boxing Club to grow their offer. The two organisations are trusted and welcomed by the community and have built up a good working relationship between themselves. Both agree that this project provides the best option for both organisations and for the local community.

ECC has investigated demolition of the building to make way for an entirely new facility, however this would deprive the community of much needed services for a long period of time. The proposed option ensures services can continue to be delivered throughout the build period of the new boxing club facility. The facilities in the community centre will also be able to be used during the initial building work at the community centre and some services can be transferred into the completed extension during refurbishment of the main building. This plan ensures minimum disruption to vital services for the community.

### **1.5 Equality & Diversity**

Eastside Community Centre and Whitby Boxing Club do not discriminate and welcome volunteers, service users and hirers of all ages, abilities, ethnic backgrounds and genders. Current service users range in age from a few months to 99 years.

The new facilities will be fully accessible and provide the relevant facilities to encourage people of all backgrounds to participate in the full range of activities and services provided.

## 2.0 Economic Case

### 2.1 Introduction

Town Deal funding is being sought by the Eastside Community Centre to renovate, reconfigure and extend the Community Centre to provide a modern 'Community Hub'. Investment will be used to reconfigure the existing Community Centre to provide additional meeting rooms, accessible toilet facilities, a café to complement the existing training kitchen, a new reception area, additional meeting rooms and bi-folding partitions to provide a more flexible hall space that will increase the number and range of services it can offer to the local community. Town Deal money is also requested to construct a new facility adjacent to the Eastside Community Centre that provides a purpose built space for Whitby Boxing Club. This will ensure the club to relocate from its existing premises in Saint Patricks Church to a permanent home that will allow the Club to achieve its potential. Capital investment will allow both organisations to grow and better meet the needs of the deprived community they serve.

### 2.2 Need for the intervention

The need for Town Deal investment in the Eastside Community Centre and Whitby Boxing Club is summarised below which primarily focuses on improving the range and quality of services that can be offered to a disadvantaged community in Whitby:

**Improving an important community hub and asset that is in need of investment** – The Eastside Community Centre currently occupies a 1980s building that was handed over to the community by Scarborough Borough Council. A condition survey recently undertaken by Abacus Cost Management identified issues such as the roof covering being close to the end of its effective performance and not meeting current thermal standards. The condition survey also noted some minor adverse movement to the masonry external wall and floor slab that require monitoring in the medium term, as well as the need to upgrade fire safety equipment. Without Town Deal investment the Community Centre will continue to deteriorate and will no longer be fit-for-purpose if investment is not secured. Town Deal funding provides the opportunity to rectify the issues within the condition survey whilst also extending the Centre to provide a community café that will offer much needed work experience for local residents and provide a more useable hall space which would increase the Centre's capacity. This would mean the Community Centre could increase the range and number of community support sessions offered in an area of significant socio-economic challenge. These support sessions currently include hosting employability training, health & well-being sessions, mental health support groups, Youth Club & Brownies' sessions and lunch clubs. Co-locating Whitby Boxing Club next to the Eastside Community Centre will also provide opportunities to cross refer residents between the support services offered by both organisations meaning a more comprehensive package of support could be offered to individuals.

**Meeting demand for physical activity provision in Whitby** – The Streonshalh ward, where Eastside Community Centre is located, records poor health outcomes such as low life expectancy; high levels of health-related deprivation, coronary heart disease, respiratory disease and cancer. Encouraging local residents to engage in physical activity would help to address these issues. Whitby Boxing Club currently has 70 members and a waiting list that would increase the membership base by 50%. Membership numbers are currently constrained



by the size of the club's facilities as identified in a survey of local residents<sup>1</sup>. Over 60% of respondents suggested Whitby Boxing Club could improve its services to local people by offering better facilities. In addition, 35% of respondents expressed a desire to see more sessions and 27% would like to see more opportunities for women, girls and for broader age ranges. Investment to provide a purpose built home for Whitby Boxing Club will allow the Club to meet current demand for memberships and enable a wider range of services and classes to be offered.

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<sup>1</sup> Whitby Boxing Club Community Survey, 2019. A total of 188 responses were received to the survey undertaken by the Eastside Community Centre.

### 2.3 Long listed delivery options

The following long listed delivery options were considered by Eastside Community Centre and Whitby Boxing Club based upon design and cost consultancy support from Abacus. The options have been considered by Eastside Community Centre and Whitby Boxing Club based on the operational needs of both organisations and the services they are seeking to offer in the future. This was a qualitative options appraisal.

**Table E1: Assessment of the longlisted options considered by Eastside Community Centre and Whitby Boxing Club**

Option description	Critical success factors					Overall assessment – Shortlisted? (Y/N)
	Strategic fit (fit with objectives and strategic case)	Potential value for money	Supplier capability and capacity	Potential affordability	Potential achievability	
<b>WBC business as usual:</b> WBC Continue to rent existing premises.						Y – shortlisted due to fit with critical success factors despite poor strategic fit.
<b>WBC rental:</b> WBC rent additional or larger premises						N – WBC has already explored all available options within the town and immediate surrounding area. If additional premises could be found the additional cost will significantly increase running costs for the club making it unviable.
<b>WBC 200m2 purpose built facility:</b> Develop a new purpose built 200m2 facility in a separate building on land adjacent to the Community Centre on land lease by WBC from SBC						Y - WBC will be able to grow it membership in facilities meeting EBC regulations. A 200m2 facility will enable the Sport England funding offered to be drawn down.
<b>WBC purpose built smaller facility-</b> Extend the existing Eastside Community Centre to provide a bespoke facility for						N – A building of less than 200m2 would not meet the conditions attached to the Sport England funding meaning more funding would need to be requested from

Option description	Critical success factors					Overall assessment – Shortlisted? (Y/N)
	Strategic fit (fit with objectives and strategic case)	Potential value for money	Supplier capability and capacity	Potential affordability	Potential achievability	
WBC of less than 200m2.						the Towns fund.
<b>ECC Business as usual:</b> ECC continue to operate within the existing single space facility.						Y – shortlisted due to fit with critical success factors despite poor strategic fit.
<b>ECC refurbishment:</b> undertake minor refurbishments to the existing building.						N – The issues highlighted in the condition survey would not be addressed. The Community Centre would continue to deliver from a facility operating a reduced capacity due to covid-19 restrictions. This options also means ECC cannot reduce its running costs due to operating one large space and cannot increase the scale or scope of its delivery.
<b>ECC refurbishment and reconfiguration:</b> Refurbishments to the existing building. To include reconfiguring existing un-useable space to provide additional rooms.						Y - This would provide additional space by separating the current hall. It would provide a cheaper delivery option compared to the aspirational option presented below.
<b>ECC refurbishment, reconfiguration and extension</b> - develop and refurbish the Community Centre building. Extend the footprint of the building to include a new build reception/entrance incorporating a community café and toilets.						Y - This would provide additional space by separating the current hall. The extension would provide the space for a community café where additional employment and training support could be provided whilst offering a new and important facility for the local community.
<b>ECC new build:</b> Demolish the						N - The option would cause too much

Option description	Critical success factors					Overall assessment – Shortlisted? (Y/N)
	Strategic fit (fit with objectives and strategic case)	Potential value for money	Supplier capability and capacity	Potential affordability	Potential achievability	
existing building and replace with a new build.						disruption to the community. The option is too expensive. Once lost services may not return.

### Summary

In summary, the following options have been taken forward as a shortlist of delivery options for further assessment in the economic case:

Option 1 (Business as usual) – Both community organisations continue to operate from their existing premises.

Option 2 – A 200m<sup>2</sup> purpose built facility for Whitby Boxing Club and the refurbishment and reconfiguration of Eastside Community Centre.

Option 3 - A 200m<sup>2</sup> purpose built facility for Whitby Boxing Club and the refurbishment, reconfiguration and extension of Eastside Community Centre.

## 2.4 Approach to economic case

The approach taken in producing this economic case is aligned to HMT Green Book and appraisal guidance developed by MHCLG. The economic case assesses three options, these are:

**Business as Usual (BAU)** – This option is the Do-Nothing option; it represents the Boxing Club and the Community Centre without any intervention being made. As the Do-Nothing option, the two do-Something options have been compared against this option.

**Option 1** – This option includes expansion of the Community Centre to enable the growth of the Boxing Club whilst reconfiguring the Eastside Community Centre to provide a more efficient and useable space.

**Option 2** – This option is the same as Option 1, with the addition of an extension to the side of the Community Centre to provide a new community café, additional meeting room and new entrance to the Community Centre.

## 2.5 Economic benefits

The economic benefits of each option have been aligned to the theory of change and to the specific outputs of each option which have been provided by Eastside Community Centre. The impacts of this project that have been quantitatively assessed are:

- Health benefits to members of the Boxing Club.
- Volunteer time supporting the operation of the Club and Community Centre.
- Cost savings to the NHS from the operation of mental health and well-being support groups held at the Community Centre, measured through the number of ‘contacts’<sup>2</sup>
- Number of people supported into employment as a result of opportunities at the Community Centre.

The total anticipated outputs that have been quantified under each of these options is shown below.

**Table E2: Outputs by option<sup>3</sup>**

Total benefits delivered 2020/21-2030/31	<b>Business as Usual</b>	<b>Option 1</b>	<b>Option 2</b>
Number of Boxing Club members	500	1,120	1,120
Total number of volunteering hours provided	20,000	27,105	27,105
Number of ‘contacts’ supported by mental health and well-being support groups at Eastside Community Centre	-	-	7,200
Number of people supported into employment	-	36	85

In addition to the outputs set out in the table above, the Eastside Community Centre is anticipated to support people to undertake short courses and gain qualifications in subjects such as basic food hygiene and accreditation through the Construction Skills Accreditation Scheme. The Community Centre will also continue to be used to host a regular gardening group, which is likely to produce a wellbeing benefit to the regular attendees. As this benefit is anticipated to be the same under each option, it has been excluded from the quantified appraisal. These benefits have been assessed qualitatively, along with other non-quantified impacts of this scheme. Each of the quantified benefits included within the appraisal of each option is set out below.

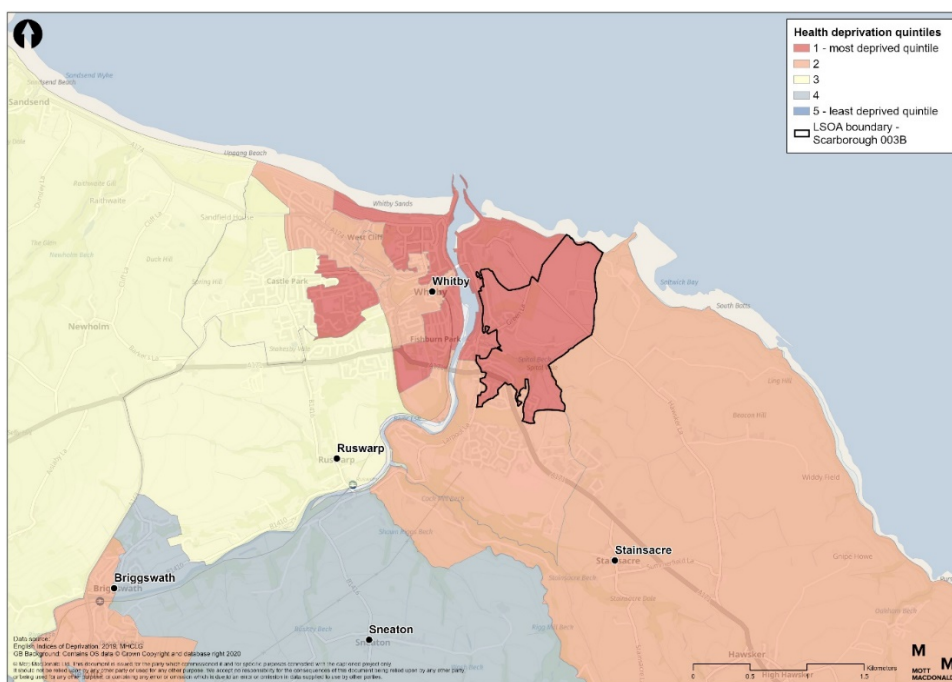
<sup>2</sup> Contacts are defined in this context to mean the number of attendees multiplied by the number of sessions attended. This definition is the same as that used by the NHS as part of its clinical commissioning.

<sup>3</sup> Gross outputs over the ten year appraisal period.

## Health benefits from additional Boxing Club members

Whitby Boxing Club's expansion will increase membership gradually from 50 to 125 members by 2024/25. This will create new opportunities for residents in the local area to improve their physical health through sports participation that may have been limited by capacity at the Boxing Club previously.

Physical inactivity is in the top ten causes of ill health nationally, leading to negative impacts on wellbeing, social and economic outcomes for individuals and communities. Within Scarborough District, 69.6% of adults are classed as overweight or obese, higher than the England (62.8%) and Yorkshire & the Humber (65.2%) averages for 2019/20<sup>4</sup>. This is also a trend among children; Scarborough has a higher proportion of overweight and obese children in Reception (26.4%) and Year 6 (37.8%) than nationally, at 23.0% for Reception and 35.2% for Year 6 students in England. Cause of death is also particularly high from coronary heart disease and respiratory disease in Streonshalh, the local ward where the scheme is located, with a Standardised Mortality Ratio (SMR) of 148.4 and 123.0 respectively, compared to the baseline 100.0 for England. In terms of deprivation, 22.7% of children in Streonshalh live in poverty, which is higher than nationally (17.1%), as well as higher rates of income deprivation and older people in deprivation<sup>5</sup>. In Streonshalh, incidence of cancer is significantly higher than Scarborough or England - colorectal and lung cancer in particular drive this trend<sup>6</sup>.



Sports participation can provide many health benefits, such as reducing the risk of cardiovascular disease, dementia and some forms of cancer. In turn, monetary benefit can be assigned to this reduced risk, which is registered as a saving to the public health service. In a recent study by Sport England, it was assessed that participation in sport and physical activity at moderate intensity in adults for 150 mins + per week reduces risk of<sup>7</sup>:

- CHD/Stroke by 35%; and,
- Dementia by 30%.

<sup>4</sup> Local Authority Health Profiles, Public Health England, 2021.

<sup>5</sup> Indices of Multiple Deprivation, MHCLG, 2019.

<sup>6</sup> Local Health, Public Health England, 2021.

<sup>7</sup> Sport Industry Research Centre (Sheffield Hallam University) & Sport England, "Social Return on Investment of Sport and Physical Activity in England", 2021.

This reduction in risk is applied to the monetary value assessed by Sport England from reducing the likelihood of heart disease, stroke or dementia to derive the economic benefit of this Town Deal scheme. As part of the study, a cost of £5,442 is attributed to the increased risk of suffering a sports related injury through participation in sport and physical activity at moderate intensity in adults for over 150 mins. This is taken from 283,826 cases of injuries being presented and recorded at Accident and Emergency departments. Given that there were approximately 33,100,000 adults who completed at least 30 minutes of exercise<sup>8</sup>, the estimated incidence of injuries is approximately 1% per active adult. For caution, and to reflect the higher risk of injury from boxing, a factor of 10% has been applied to reflect the incidence of sports related injuries which may occur to new members because of taking part in boxing activities. It is also important to caveat the number of injuries registered through emergency services, as this is likely to underestimate the average cost of all sports injuries from those not registered in Accident and Emergency departments.

Collectively, the reduced risk of CHD/Stroke and Dementia, and the increased risk of sports related injury, are combined to provide an overall health benefit for new member participation at Whitby Boxing Club.

Deadweight is assumed to be zero in this assessment, given that only the new members of Whitby Boxing Club are assessed for these benefits. Should the renovations and expansion of the site not go ahead, there would be no additional health benefit as the backlog of new members would not be addressed due to capacity issues. Displacement has been assumed at 30% for this assessment. It is assumed that some new members to the Boxing Club will already participate in 150+ mins of sport and physical activity in other ways, for example, through individual running, walking or a gym membership. Therefore, for those new Boxing Club members, the health benefit is already achieved through other forms of exercise. However, due to the sport being more specialised, and the facilities only providing this service, it has been assumed that many new members will directly receive this benefit from boxing. Together, this gives an additionality factor of 70%.

This benefit has been appraised for ten years, from the period 2021/22. It is assumed that there will be 35 new members in Year 1 (2022/23), 60 new members in Year 2 (2023/24) and 75 new members from 2024/25 onwards. It is assumed there is no decay in membership over time. As this particular benefit is a health benefit, a discount rate of 1.5% has been used, in line with the latest HMT Green Book guidance.

The total net additional, discounted health benefit is shown below, this is based on the full membership for the full ten-year appraisal period.

**Table E3: Health benefits, 2021/22 prices, present value**

<b>Health benefits from Boxing Club</b>	<b>Business as Usual</b>	<b>Option 1</b>	<b>Option 2</b>
Health benefits - Boxing Club members - Gross	£4,307,000	£9,581,000	£9,581,000
Health benefits - Boxing Club members - Net	N/A	£5,274,000	£5,274,000

<sup>8</sup> Active Lives Survey 2021, Sport England.

### Volunteer time supporting the operation of the club and Community Centre

Under each option, much of the operation of the Boxing Club and Community Centre (including the day-to-day running of the Centre and delivery of training and support sessions) is delivered by volunteers, donating their time at no cost. Whilst this labour resource is provided at no cost, it still has a value. This value could be a saving to the operation. The value of this benefit has been calculated by multiplying the volunteer hours worked per year by the legal UK minimum wage of £9.50 per hour<sup>9</sup>. The scale of benefit produced under each option is set out below.

**Table E4: Value of volunteering time**

Benefits of volunteer time	Business as Usual	Option 1	Option 2
Benefits - Volunteer time - Gross	£164,000	£219,000	£219,000
Benefits - Volunteer time - Net	N/A	£55,000	£55,000

### Cost savings to the NHS from the operation of mental health and well-being support groups held at the Community Centre

Option 2 will enable the Centre to accommodate a regular mental health support group given the reconfigured space will allow vulnerable people and those with mental health support needs to be better supported. This option is anticipated to support approximately 20 people in regular sessions. Every individual attending a session receives a support 'contact' that delivers a benefit in terms of help to support their mental health. Approximately twenty regular attendees generates over 7,000 contacts across the ten year appraisal period. The economic impact of each contact is valued at £153 (in 2020/21 prices), this is based on the average cost per contact provided by the NHS<sup>10</sup>. The value of this benefit is shown below.

**Table E5: Cost savings from mental health and wellbeing**

Mental health group benefits	Business as Usual	Option 1	Option 2
Mental health group benefits - Gross	-	£0	£930,000
Mental health group benefits - Net	N/A	£0	£930,000

### Supporting people into employment

Both Option 1 and 2 include opportunities to support people into employment, through for instance, volunteering, training or work experience provided at Eastside Community Centre. Figures provided by Eastside Community Centre highlight the increased opportunity to support residents into employment via training, volunteering and work experience opportunities provided at the community café proposed as part of Option 2. The benefit of each person entering employment because of the experience and support they received at the Community Centre has been assessed by applying the methodology proposed by the Department for Transport's WebTAG appraisal guidance, whereby the wellbeing benefit received by the person entering the labour market is equal to approximately 40% of the Gross Value Added (GVA) of the job they are entering. Applying this calculation to the number of people supported into work under each option, the impact of this benefit is shown below.

<sup>9</sup> UK living wage, as of 2021 budget, see [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/1028629/NMW-NLW\\_recommendations\\_for\\_2022.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1028629/NMW-NLW_recommendations_for_2022.pdf)

<sup>10</sup> Data provided by New Economy, Unit Cost Database



**Table E6: Employment benefits**

Employment benefits	Business as Usual	Option 1	Option 2
Employment benefits - Gross	-	£265,000	£620,000
Employment benefits - Net	N/A	£265,000	£620,000

**Total benefits**

The total quantified benefits of each option are set out below. The gross-level benefits of the BAU scenario have been subtracted from the gross-level benefits of each Do Something option to produce the net additional benefits.

**Table E7: Total quantified benefits**

Benefit type	Gross benefits	Option 1		Option 2	
	Business as Usual	Gross benefits	Net benefits	Gross benefits	Net benefits
Health benefits to Boxing Club members	£4,307,000	£9,581,000	£5,274,000	£9,581,000	£5,274,000
Volunteering	£164,000	£219,000	£55,000	£219,000	£55,000
Mental health and wellbeing	£0	£0	£0	£930,000	£930,000
Employment	£0	£265,000	£265,000	£620,000	£620,000
<b>Total benefits</b>	<b>£4,471,000</b>	<b>£10,065,000</b>	<b>£5,594,000</b>	<b>£11,350,000</b>	<b>£6,879,000</b>

**2.6 Economic costs**

The economic costs for the Eastside Community Centre project have been developed by Abacus. The full breakdown of costs is set out in the financial case. The costs used in this economic appraisal excludes inflation, assumed at 3% per annum, in line with HMT Green Book guidance. The phasing of these costs is shown below. The costs have been developed and benchmarked by Abacus and profiled against the sources of funding identified for the project within the Annex 1 document submitted to MHCLG. It should be noted that the figures provided in this section do not include the costs associated with operating the Community Centre or Boxing Club. The costs of each option, excluding inflation are shown below.

**Table E8: Nominal costs for Option 2 (2021/22 prices)<sup>11</sup>**

	2021/22	2022/23	2023/24	2024/25	2025/26	Total
Towns Fund	£382,792	£427,051	£0	£0	£0	£809,843
Match funding	£41,393	£46,178	£0	£0	£0	£87,571
<b>Total</b>	<b>£424,185</b>	<b>£473,229</b>	<b>£0</b>	<b>£0</b>	<b>£0</b>	<b>£897,414</b>

**Table E9: Nominal costs for Option 3 (2021/22 prices)<sup>12</sup>**

	2021/22	2022/23	2023/24	2024/25	2025/26	Total
Towns Fund	£214,185	£590,600	£0	£0	£0	£804,785
Match funding	£210,000	£54,028	£0	£0	£0	£264,028
<b>Total</b>	<b>£424,185</b>	<b>£644,628</b>	<b>£0</b>	<b>£0</b>	<b>£0</b>	<b>£1,068,813</b>

<sup>11</sup> The nominal cost exclude the in-kind funding Eastside Community Centre will provide for the project. Operating costs are excluded from the figures in this table.

<sup>12</sup> The nominal cost exclude the in-kind funding Eastside Community Centre will provide for the project. Operating costs are excluded from the figures in this table.

Optimism bias has been estimated at 44%, the upper bound for standard buildings, for the preferred option to reflect the degree of project development at this stage, in line with Green Book supplementary guidance. As the proposals for the scheme are at an early stage during the Towns Fund project development process there is a relatively high level of uncertainty in the costs provided. Therefore, optimism bias has been applied at this level as a cautious estimate to reflect scope creep that may still take place. The costs used in the appraisal, including optimism bias are shown below.

**Table E10: Nominal costs for Option 1 with optimism bias (2021/22 prices)**

	2021/22	2022/23	2023/24	2024/25	2025/26	Total
Towns Fund	£551,221	£614,953	£0	£0	£0	£1,166,174
Match funding	£59,605	£66,497	£0	£0	£0	£126,102
<b>Total</b>	<b>£610,826</b>	<b>£681,450</b>	<b>£0</b>	<b>£0</b>	<b>£0</b>	<b>£1,292,276</b>

**Table E11: Nominal costs for Option 2 with optimism bias (2021/22 prices)**

	2021/22	2022/23	2023/24	2024/25	2025/26	Total
Towns Fund	£308,426	£850,464	£0	£0	£0	£1,158,890
Match funding	£302,400	£77,800	£0	£0	£0	£380,200
<b>Total</b>	<b>£610,826</b>	<b>£928,264</b>	<b>£0</b>	<b>£0</b>	<b>£0</b>	<b>£1,539,091</b>

## 2.7 Value for money assessment

The Value for Money (VfM) assessment for this project is based on a ten-year appraisal period. All values have been discounted at a rate of 3.5% per annum, in line with HMT Green Book guidance. The price base year is 2021. The VfM of the core scenario is set out below, providing a BCR of 4.4-4.6 and a Net Present Social Value of between £4.32m - £5.37m. Therefore, as the BCR is greater than two, this intervention represents good value for money, according to the Green Book. The value for money of the scheme has been tested via the application of two sensitivity tests, which are:

Sensitivity Test 1 – Health benefits are 50% of those anticipated in the Core scenario.

Sensitivity Test 2 – Optimism bias is assessed to be 100%, reflecting a substantial cost overrun.

The VfM assessment in full is detailed below, the two do-something options have been assessed based on their net additional benefits, with the benefits delivered under the BAU scenario subtracted from each of the two do-Something options.

**Table E12: VfM assessment, 2021 prices<sup>13</sup>**

Value for money assessment (£m, discounted, 2021 prices)	Core scenario		Sensitivity Test 1		Sensitivity Test 2	
	Option 1	Option 2	Option 1	Option 2	Option 1	Option 2
<b><i>Economic benefits</i></b>						
<i>Health benefits to Boxing Club members</i>	£5.27m	£5.27m	£2.64m	£2.64m	£5.27m	£5.27m
<i>Volunteering</i>	£0.06m	£0.06m	£0.06m	£0.06m	£0.06m	£0.06m
<i>Mental health and wellbeing</i>	£0.00m	£0.93m	£0.00m	£0.93m	£0.00m	£0.93m
<i>Employment</i>	£0.27m	£0.62m	£0.27m	£0.62m	£0.27m	£0.62m

<sup>13</sup> The nominal cost exclude the in-kind funding Eastside Community Centre will provide for the project.

<i>Total benefits</i>	£5.59m	£6.88m	£2.96m	£4.24m	£5.59m	£6.88m
<b>Economic costs</b>						
<i>Town Deal</i>	£1.15m	£1.13m	£1.15m	£1.13m	£1.59m	£1.57m
<i>Match Funding</i>	£0.12m	£0.38m	£0.12m	£0.38m	£0.17m	£0.52m
<i>Private sector</i>	£0.00m	£0.00m	£0.00m	£0.00m	£0.00m	£0.00m
<i>Total costs</i>	£1.27m	£1.51m	£1.27m	£1.51m	£1.76m	£2.09m
<b>Net Present Value (NPV)</b>	<b>£4.32m</b>	<b>£5.37m</b>	<b>£1.69m</b>	<b>£2.73m</b>	<b>£3.83m</b>	<b>£4.78m</b>
<b>Benefit-Cost Ratio (BCR)</b>	<b>4.4</b>	<b>4.6</b>	<b>2.3</b>	<b>2.8</b>	<b>3.2</b>	<b>3.3</b>

## 2.8 Value for Money assessment summary

The VfM assessment shows that both do-something options deliver strong value for money across all appraisal scenarios, including the sensitivity tests. The Green Book advises that a BCR of > 2.0 is high VfM, meaning this scheme offers high VfM across both options under all appraisal scenarios. This analysis has found that Option 3 offers the highest value for money at 4.6:1 over a ten year appraisal period. This compares to Option 2 which produces a core BCR of 4.4:1. Whilst both options produce strong BCRs, Option 3's BCR is higher under all appraisal scenarios.

## 2.9 Non-quantified benefits

Towns Fund investment is critical to the refurbishment of the Eastside Community Centre and a new, dedicated facility for Whitby Boxing Club. The analysis above demonstrates that the intervention will provide a strong economic impact, deliver good value for money for the Town Deal investment and will deliver significant non monetised, qualitative benefits. These are summarised below:

## 2.10 Investing in Whitby's deprived communities

The Eastside Community Centre project provides a much needed opportunity to provide a sustainable future for an important community facility and enables the Eastside Community Centre to reach its potential. This Town Deal project will provide important investment in the Streonshalh ward and unlock available match funding. The ward itself contains Lower Super Output Areas (LSOAs) in the top 20% most deprived in England<sup>14</sup>, with poor levels of education, skills & training; health & disability access; and income driving this level of deprivation. As previously mentioned, poor health is a key theme of the local area, where incidence rates for cancer are higher than the national average. Mortality rates for CHD and respiratory disease are also higher than nationally, which is a trend also seen in childhood obesity. It is clear that the ward, and Whitby more generally, is in need of investment to reduce the incidence of these poor health and educational outcomes and in turn help to lift residents out of deprivation. This scheme therefore addresses the key issues in this area; Eastside Community Centre provides an opportunity to support residents to progress towards employment, gain qualifications and support to improve their health and well-being and access positive activities for young people. The Boxing Club provides an opportunity for individuals to improve their physical health, reducing the risk of poor health outcomes and improve the life chances of Whitby residents.

## 2.11 Delivering improved and wide ranging outcomes in the Eastside of Whitby

The expansion of Eastside Community Centre will enable the Centre to expand its community services, most notably in supporting the community in undertaking short courses and achieving qualifications such as basic hygiene, food preparation certificates and basic construction qualifications that provide entry to sites. It will also allow the centre to provide mental health support groups in new meeting room space that provides a suitable environment for confidential

<sup>14</sup> Index of Multiple Deprivation, MHCLG, 2019.

support sessions.

The centre is used as it provides a welcoming and familiar place where local residents are willing to engage in employment and training activity. Eastside Community Centre also provides employability and basic IT training to support local residents to progress into work and more formal training provision. The support provided is vital in improving qualification levels, supporting residents into work and helping to improve living standards in an area of socio-economic challenge. Within Streonshalh, a high proportion of working age residents are low skilled. The most recent Census data from 2011 shows that the proportion of working age individuals with no qualifications in Streonshalh ward was 25.2%, compared to 16.8% for Scarborough and 15.0% for England and Wales<sup>15</sup>. This implies that there is an education gap between the ward and the Local Authority, as well as compared to nationally, which the Community Centre can help to address. According to the latest Census data<sup>16</sup>, Streonshalh has a high proportion of part time workers (19.1%) compared to nationally (13.7%). In terms of occupational structure, very few are highly skilled. In Streonshalh, 24.8% are high skilled<sup>17</sup>, compared to 41.2% at the national level for England. For many in the working age population, to move into higher skilled employment, education and time can be a barrier to attaining this. Therefore, the Eastside Community Centre will be especially beneficial for adults with childcare needs, who would otherwise not have had access to this resource.

## **2.12 SUMMARY**

The Economic Case presents a business as usual and two delivery options for improving the facilities offered by the Eastside Community Centre and Whitby Boxing Club. Option 2 will provide 430sq.m of community space that will allow the Boxing Club to reach its potential and meet demand for new memberships. It will also provide modern and fit-for-purpose facilities to deliver a range of services such as employability support and health and well-being related services. Option 2 is estimated to generate a BCR of 4.6 and maintains the highest BCRs during sensitivity testing. The results of the economic assessment should be considered alongside the commentary in the financial case when considering which option to take forward. Option 2 currently shows a small funding deficit that will require value engineering or scope reduction to be considered.

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<sup>15</sup> Census 2011, ONS.

<sup>16</sup> Census 2011, ONS.

<sup>17</sup> Classed as SOC categories 1-3: Managers, directors and senior officials; Professional occupations; and Associate professional and technical occupations.

## 3.0 Financial Case

### 3.1 Introduction

This business case is seeking £823,051 of Towns Fund Deal funding to refurbish and extend Eastside Community Centre and construct a new premises for Whitby Boxing Club. The Financial Case is based on the preferred delivery option identified by Eastside Community Centre and Whitby Boxing Club that will provide:

- A purpose-built boxing club providing 200m<sup>2</sup> of gross internal area developed as a new build extension to Whitby Boxing Club.
- The refurbishment of the existing Eastside Community Centre that will reconfigure the existing space to provide a new meeting space, relocate the toilet facilities, provide additional storage space, enhance the kitchen facilities and install a bifold partition to provide a more functional Community Centre space.
- A front extension to the exiting building offering 65m<sup>2</sup> of new build accommodation comprising an entrance lobby, community café and new meeting room.

The Financial Case sets out how the project will be funded, the total costs of the project including inflation and the profile of funding over the delivery period. This is detailed through financial costs, revenue streams and assessments of affordability for the intervention.

### 3.2 Approach to financial case

The preferred option for improvements to Eastside Community Centre and a purpose-built facility for Whitby Boxing Club result in a total project cost of £1,200,200<sup>18</sup>. The project cost profile has been prepared by Abacus, an independent cost management consultancy, on behalf of the project steering group comprising of trustees from the Eastside Community Centre and the Whitby Boxing Club. The costs are budgetary and are based on the cost consultant's experience of similar works and projects of this nature, including capital projects of a similar nature that have also received funding from Sport England<sup>19</sup>.

#### Costs

The preferred option identified by the project steering group has a total cost of £1.2m, of which, £823,051 is requested from Town Deal funding. Town Deal money will be used to renovate, reconfigure and extend Eastside Community Centre to provide a new 'Community Hub'. The current Community Centre building will provide additional meeting rooms, accessible toilet facilities and bi-folding partitions to provide a more flexible hall space that will increase the number and range of services offered to the local community. The Community Centre will also be extended to provide a new reception area and community café that will operate as a social enterprise. A new building adjacent to the Community Centre will be funded to provide a new, dedicated, home for Whitby Boxing Club. The Club currently operates from a building with poor access and is constrained by a lack of space. This prevents the Club from meeting demand for new memberships or maximising the potential for paid events that generate important income for the Club.

The reduced funding offer from the Towns Fund required the scheme costs set out in the original TIP document to be revised to fit within the funding envelope. The project's revised cost profile as part of this business case is presented below:

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<sup>18</sup> Source: Eastside Community Hub – Feasibility Study. Abacus – October 2021.

<sup>19</sup> Source: Eastside Community Hub – Feasibility Study. Abacus – October 2021.

**Table F.1 – Scheme cost estimate<sup>20</sup>**

<b>Boxing club</b>		
1.1	Earthworks/Retaining Wall Package	
1.2	Incoming Services	
1.3	New Build (Boxing Gym) 200m2 @ £1,650.00	
1.4	Sports Equipment	
1.5	Minor External Works / Bollards / Cycle Parking / Works to Allotments.	
<b>Boxing club sub-Total (excl VAT)</b>		
<b>Community Centre</b>		
2.1	Remedial Works to ECC (see Condition Report) item	
2.2	Refurbishment Works to ECC	
2.2.1	Works to upper floor / loft space	
2.2.2	Bi Folding Partition Works	
2.3	Extension to form a Café/Entrance/Meeting Room	
2.3.1	Furniture to Café	
2.3.2	Kitchen Enhancements	
2.4	Minor External Works - Relocating Shed / Fencing to segregate Children's parties	
<b>Community Centre sub-Total (excl VAT)</b>		
	Allowance for performance bond (boxing club)	
	Main Contractor Prelims	
	Contingency/Further Inflation	
	Professional Fees (including the Feasibility)	
	Other Costs (Planning/Building Regs/Any other surveys)	
	Asbestos R&D Survey / Ground Investigation and CCTV	
<b>Total feasibility excluding VAT</b>		
	VAT	
<b>Grand total</b>		<b>£1,200,200</b>

The cost estimates provided by Abacus for the project include a number of assumptions and caveats including:<sup>21</sup>

The new Boxing Club and the Eastside Community Centre extension has been budgeted on a blended cost per square metre rate. Abacus consider the costs to provide a very high level guide for the functional area, some of which are potentially highly serviced (i.e. toilets/changing rooms). The size of the facility proposed is driven by the requirements of the Sport England grant while fitting the footprint of the available space.

The feasibility study notes that the intention is to progress the design with a target cost of £1,650/m2 for the substructure and superstructure to form the new extension footprint. Abacus note the target price is considered 'challenging' and subject to further 'clever' and 'economic' design.

The costs are based on benchmarks as at quarter three 2021 with any planning/building control approvals and any statutory upgrades included. Any necessary legal costs are excluded along

<sup>20</sup> Source: Eastside Community Hub - The annual breakdown of funding has not been provided as a construction programme has not been provide in the cost plan.

<sup>21</sup> Source: Eastside Community Hub, feasibility Study. Abacus Cost Management, October 2021.

with any Sport England Statutory Costs such as Signage.

A contingency and inflation allowance of 12.6% has been allocated across both phases of the scheme. The contingency and inflation allowance varies between the two phases – 14.9% for the boxing club and 10.2% for the Eastside Community Centre.

Abacus have made an allowance for a minor extent of external works to the new facility in the form of entrance paving slabs and any ramps required due to level changes. Drainage and CCTV surveys are required to provide a more detailed cost estimate for the external works. Abacus have noted a need to cut a significant volume of material away from the location identified for the Boxing Club. At present this is a 'budget' awaiting a geotechnical/ground investigation survey, structural engineering input and ideally a local specialist contractor costing the earthworks elements.

Abacus have assumed some/all of the material can be redistributed around the site and/or the wall can become part of the new build structure in the level of cost currently afforded to this section. Further development of this package will be studied in detail at the next stage. A report/survey to check for any contamination should be undertaken prior to any works being undertaken and might be a requirement of any Planning Application.

The Abacus study notes that further project development work is required to provide a more accurate cost before the design and scope is finalised. The current design incorporates Sport England design best practice for clubhouses guide. Abacus note that a number of criteria would be included in the costs as the designs evolves. These include:

- Public transport links/Active travel (i.e. cycles).
- Signage (Internal, External and Wayfinding).
- Views into new facility from car park.
- Inside/Outside link i.e. to outdoor 'bootcamp' type training.
- Potential for future 'separate' bar area.
- Floor to ceiling height (up to 3.5m high but subject to available funds).
- Potential maximum number of users dependent on use / programme of events (COVID-19 social distancing currently excluded).
- Future proof (opportunity to extend/adapt in the future).
- Any sports equipment needs (i.e. storage/demountable boxing ring).
- Selection of finishes specification to ensure longevity and combat wear and tear.
- Heating / cooling & environmental considerations.
- Natural light with potential use of rooflights/sun tunnels if required and budget allows.
- Accessibility (including a dedicated accessible bay).
- Active frontage.

The cost estimate provided by Abacus assumes zero VAT rate for the Boxing Club extension and a 20% VAT rate for the remedial works, refurbishment and extension to the Eastside Community Centre.

Abacus assume the works will be tendered to a local community builder over two distinct phases. In summary, the feasibility costs are based on benchmarks from Abacus' experience of similar projects, a 'challenging' target price, early stage designs and a low level of contingency given the scheme's stage of development. The exclusions and their potential impact on the scheme costs should also be noted. Abacus recommend that further design and cost estimates are developed in early course to test the budgets available. The project is considered to be at an early stage of development and would benefit by progressing to a more detailed stage of design (e.g. RIBA Stage 2-3) and technical assurance (e.g. ground investigation, CCTV and asbestos survey) to provide greater cost certainty. However, the time constraints associated with the funding available, as outlined below, may mean the scheme needs to progress based on working within

the budget available and descopeing the scheme as required to meet this cost envelope.

### 3.3 Funding and revenues

The redevelopment of the Eastside Community Centre and purpose-built facility for Whitby Boxing Club will be supported by funding from the following sources:

**Town Deal** – Whitby was one of 101 towns in England to be awarded Town Deal funding – a total of £17.1m was received from Government. The development of the Eastside Community Centre and Boxing Club are a part of Whitby’s Town Deal and is supported by multiple other sources of match funding, as described below. The amount of Town Deal monies allocated to this project in the Heads of Terms was reduced from £1.49m to £823,051 due to an overall reduction in Whitby’s Town Deal allocation.

**Sport England** – A grant of £150,000 has been awarded to Whitby Boxing Club from Sport England’s Community Asset Fund for this project. The Fund’s purpose is to help local sports clubs and organisations to adapt and open new spaces as a way of promoting physical activity within communities. The grant requires works to commence within 12 months of the funding award letter being issued (January 2021). Sport England also provided a separate grant of £10,000 for project management. Other funders have based some of their conditions on the award and spend of this grant. The letter and supporting information provided by Sports England are available in Appendix XX.

**Sirius Minerals** – Prior to a buy-out by Anglo American, Sirius Minerals was developing a £2.8bn polyhalite mine south of Whitby. The Sirius Minerals Foundation was set up in 2013 as an independent charity that aimed to leave a positive legacy in the communities surrounding the mine. The Foundation awarded Whitby Boxing Club £50,000 towards the capital build cost of a new Boxing Club facility. Conditions associated with the funding means the money must be spent by December 2021. A supporting letter, with the terms of the loan, is appended to this business case and can be found in Appendix XX.

**Scarborough Borough Council** – A total of £117,135 has been provided by Scarborough Borough Council; £50,000 of this grant is ring-fenced monies from an historical capital receipt from the sale and disposal of land at Helredale Gardens and St Peters Road. A further £50,000 has been allocated from a ringfenced Section 106 contribution from a nearby development. In addition to this £100,000, the project has been allocated £17,135 from an underspend on Action Eastside Green Spaces. It was agreed these three funding sources would be brought together for the development of the Community Centre as evidenced in Scarborough Borough Council’s Cabinet meeting minutes from 17<sup>th</sup> November 2020.

**Eastside Community Centre** – The Community Centre will provide in-kind revenue support of £15,000 per year from 2022/23 to provide the services of a Centre Manager. Eastside Community Centre proposes to provide this in-kind contribution through volunteer support. The Centre is currently supported by six volunteers with plans to increase this number by at least 50% when the new Community Hub is open. An additional £5,000 of in-kind support has also been provided for business case development in 2021/22.

**Table F.2 – Project Funding Sources**

	2021/22	2022/23	2023/24	2024/25	2025/26	Total
Town Deal	£214,185	£608,866				<b>£823,051</b>
<b>Capital Match funding</b>						
- Sport England	£160,000					<b>£160,000</b>
- Scarborough Borough Council		£117,135				<b>£117,135</b>
- Sirius Minerals	£50,000					<b>£50,000</b>
<b>Capital Total</b>	<b>£424,185</b>	<b>£726,001</b>				<b>£1,150,186</b>
<b>Revenue Match funding</b>						
- Eastside Community Centre	£5,000	£15,000	£15,000	£15,000	£15,000	<b>£60,000</b>



<b>Revenue Total</b>	<b>£5,000</b>	<b>£15,000</b>	<b>£15,000</b>	<b>£15,000</b>	<b>£15,000</b>	<b>£60,000</b>
<b>Grand Total</b>	<b>£429,185</b>	<b>£741,001</b>	<b>£15,000</b>	<b>£15,000</b>	<b>£15,000</b>	<b>£1,270,186</b>

Source: Eastside Community Centre – Annex 1, May 2021. Scarborough Borough Council

In summary, a total of £1,150,186 of capital funding has been identified for the development of a new Boxing Club and the improvements to the Eastside Community Centre. The timescales and conditions associated with the available funding should be noted. In particular, the capital funding provided by Sirius Minerals Foundation must be spent by December 2021 while the funding from Sport England requires the works to commence by January 2021. Defaulting on the terms of these two grant awards would reduce the project's budget by £200,000. The impact of this reduction would need to be considered by the Eastside Community Centre with design and cost management support as they would inevitably impact on the viability of the preferred option. As an illustrative example, the cost of the extension to form the café, meeting room and entrance; the café furniture and kitchen enhancements required to operate a commercial café plus the allowances for 'contingency / further inflation' applied at the rate identified by Abacus; and VAT at 20% totals approximately £194,000. This suggests the 'do something' option should be pursued if the match funding falls away.

### **3.4 Affordability assessment**

#### **Capital Affordability**

The cost estimates developed by Abacus and the funding allocated to the scheme suggests the project has a shortfall of £50,014 based on a total project cost of £1,200,200 and a capital funding award of £1,150,186. Value engineering or scope reduction will be required to bring the project back within the funding envelope. A scope reduction of 30m<sup>2</sup> would be required if the project could be delivered within the target price per m<sup>2</sup> and budget allowances (e.g. contingency and inflation) identified by Abacus if value engineering could not reduce the scheme costs.

The scheme's costs have been estimated by Abacus Cost Management based on concept design options, benchmark costs and a 'challenging' target price. The scheme's risk allocation is considered low at 12.1% of the estimated costs given the above assumptions and the current inflation on the cost of construction materials and labour. The cost report recommends an 'order of cost' should be developed to support future funding applications which has not been carried out. This work need to be undertaken urgently to meet the timescales associated with the funding available and could result in the scope of the preferred option being reduced.

The Project Steering Group are aware of the risk associated with cost escalation with proposed mitigation measures focusing on value engineering on the Community Centre extension and by negotiating an agreement with local suppliers to provide steel at cost and building materials at cost plus 5%. The cost plan also notes the Steering Group's intention to contract 'local community builder(s)' to deliver the scheme which could help to reduce costs. However, it is unclear if the capacity, both in terms of capacity and skills, exist to deliver a project within the required timescales.

Finally, this project is unlikely to be delivered without Town Deal funding, which comprises the largest funding contribution. Rapid delivery of the scheme will mean that Town Deal funding provides the opportunity to meet the conditions associated with monies offered by Sirius and Sport England. Eastside Community Centre have sought to mitigate this risk by injecting an initial capital outlay of £20,000 into the project, at risk, to accelerate the project's delivery in advance of Town Deal funding. This is ensuring the project commences in time to spend the funding awarded from Sirius Minerals and Sport England in line with the grant conditions. The £20,000 from the Eastside Community Centre will be provided from the Centre's current cash reserves totalling £28,628. This will leave a total reserve of £8,628. During this initial period, this low

amount of cash in hand presents a risk to the Centre, as any unforeseen costs exceeding £8,628 would require additional funding to be sought. This risk is being closely monitored by the Centre's staff and Steering Group.

### Revenue Affordability

The revenue funding for the operation of the enhanced Community Centre and Boxing Club will be derived solely from the two community organisations themselves through the revenues generated by the operation of the site.

Prior to the global Covid-19 pandemic, the Eastside Community Centre reported an annual budget surplus of approximately £6,000. This surplus was a result of membership fees, revenue from events and other fundraising that exceeding annual operating costs to leave a surplus. However, the Community Centre made a loss of £2,700 in 2019 but made a surplus of £3,700 in 2020. The surplus included a Covid-19 grant provided by the Government of £10,000 and, without it, the Centre would have made a loss. This loss resulted from an inability to raise funds from services such as room hire due to Covid-19 lockdown restrictions. Room hire generated income of £10,229 during the 2018/19 financial year<sup>22</sup>.

In the year preceding the pandemic the boxing club raised £27,700 in income and spent £22,000 in outgoings. The year of the pandemic (2020/21) the Boxing Club made a significant surplus having raised £31,400 while only spending £9,000. The Boxing Club initially expects to incur additional expenses when it moves to the new facility from the purchase of a new full-size ring and gym equipment. However, income is also expected to rise due to new daytime fitness classes, a 40% increase in new members, additional weekly club sessions and the increased potential for fund-raising activity.

**Table F.3 – Boxing Club Income and Expenses**

	2019/20	2020/21	2021/22	2022/23	2023/24
<b>Income</b>					
<b>Expenses</b>					

The project sponsors anticipate that the additional demand for both membership at the Boxing Club and other uses of the space at the Eastside Community Centre will enable the new facilities to generate a budget surplus over the coming years as a result of increased incomes and manageable operating costs. The enhanced Community Centre is anticipated to require a lower level of maintenance and similar operating costs to the current building due to increased energy and operating efficiency from the reconfigured space. The increased surplus of the Boxing Club will be an additional revenue stream the building will be able to utilise when needed in future. The presence of in-kind staffing support will support the affordability of the Eastside Community Centre over the coming years as all revenues generated from the operation of the centre will be utilised to cover operating and maintenance costs beyond that which can be delivered at no cost by volunteers.

### 3.5 Scheme risks

The main financial risk associated with the scheme are presented in Table F.4 below:

**Table F.4 – Risks and mitigations**

	Risk	Consequence	Mitigation
Risk 1	The project is unaffordable within the current funding	The full scope of the preferred option cannot be delivered within the available funding.	The scheme will be subject to rescoping or value engineering to reduce the cost of the preferred options and bring the scheme

<sup>22</sup> Source: Eastside Community Centre Ltd.'s accounts. Note: The financial years run from October to September as per ECC's accounts

	<b>Risk</b>	<b>Consequence</b>	<b>Mitigation</b>
	envelope		within the fixed funding allocation available. The 'do something option' could be pursued if costs cannot be reduced given it also provides a strong BCR.
Risk 2	The conditions associated with match funding are not met meaning allocated funding is withdrawn	The project would suffer a £20,000 reduction in scope if project conditions of the Sirius and Sport England funding are not met in December and January respectively	Eastside Community Centre are seeking rapid appraisal and approval of this business case to ensure the Town Deal funding is released. The Community Centre have provided a capital outlay of £20,000 from their reserves into the project at risk. This is designed to accelerate the project's delivery in advance of Town Deal funding.
Risk 3	Capital cost overruns due to lack of detailed cost estimates and a small risk allocation	Funding available is insufficient to cover the costs of delivering the project, resulting in additional funding being required or changes being made to the scheme design to reduce costs.	Cost assurance to ensure that the cost estimates are accurate. Risk and contingency factored into the cost estimates to cover potential cost overruns but are considered to be small at 12% of the cost estimates. Value engineering as required to ensure that project can be delivered for agreed budget. Cost overruns will also be mitigated due to the project sponsors seeking to agree the supply of steel at cost and other building materials at cost plus 5% from local suppliers.
Risk 4	Budget overspend	Overspending on the budget would lead to a budget shortfall at latter stages of the project, requiring either changes to scope or additional funding being secured. This would impact the viability and affordability of the project.	Project management to maintain control of spending against the project budget, including by all third parties through regular reporting and clear oversight from project manager, steering group and representatives of SBC.
Risk 5	Cashflow issues delay release of funding or mean grant funding is withdrawn.	Availability of capital when required by the project programme may delay the appointment of contractors and the delivery of works. Delays would impact the programme and may lead to higher levels of inflation being incurred on goods and services and could mean the conditions associated with the grants from Sport England and Sirius mean the funding is withdrawn, impacting on the scheme's viability.	Project team to work closely with the Council to ensure that the funding is available for release to the project when required to enable the project to be delivered. Eastside Community Centre will also place £20,000 at risk into the project to allow delivery to start prior to the release of Town Deal funding meaning the conditions associated with the match funding are met.
Risk 6	Inflation due to the COVID-19 pandemic and Brexit increases project costs beyond budget	Inflation anticipated to continue to increase across the economy over the next year owing to the COVID-19 pandemic and the initial effects of Brexit, this may lead to significant increases in the costs of goods and services required to deliver this project. This could lead to a cost overrun that will require additional funding or changes to the scheme design that may lead to a reduction in the benefits delivered by the scheme.	Include allocations for inflation, risk and contingency within the project budget. Fully fund the project prior to commencement of works. Work with suppliers to agree prices early in the project lifecycle, including agreeing with suppliers to provide materials at cost. The exposure of the project to inflation risk is reduced as much as possible and can be managed throughout project deliver.
Risk 7	Loss of continuing service provision	The loss of current service provision for an extended period would lead to loss in revenue from the operation of the Community Centre and Boxing Club meaning income levels for both organisations are reduced creating an ongoing revenue shortfall, leading to a budget deficit.	The Community Centre's programme will be managed to ensure that service outage is kept to a minimum. Eastside Community Centre will engage with current and future service users to generate interest in the new Community Hub during the project's delivery phase. Whitby Boxing Club will continue to operate from its current premises at full capacity until the scheme is delivered.

The project risks will be managed and mitigated by the Project Steering Group and a Support Group. The membership of these groups is presented in Table F.5 below and comprises of Directors and Trustees from the Eastside Community Centre and the Whitby Boxing Club. The steering group will receive expert support and advice from Abacus Cost Management Consultants who will act as Project Managers for the capital phase of this Project. Abacus brings significant project management experience from schemes such as the redevelopment of Formby Leisure Centre and the Scarborough Sports Village. Support will also be provided by Scarborough Borough Council’s Regeneration and Finance Teams who will provide advice and guidance in terms of the delivery of capital schemes, public sector funding programmes and financial management and sustainability.

**Table F.5 – Steering and Support Group Membership**

Steering Group	Support Group
██████████ – Chair (ECC Chair of Directors)	██████████ (SBC Regeneration)
██████████ – Note Taker (ECC Director)	██████████ (SBC Finance)
██████████ (ECC Director)	██████████ – Project Manager (Abacus)
██████████ (WBC Chair of Trustees)	
██████████ (WBC Trustee)	
██████████ (WBC Trustee)	
██████████ (WBC)	

### 3.6 Wider financial implications

The investment in the Eastside Community Centre aligns to several of Scarborough Borough Council’s spending objectives as set out in its Building a Better Borough Plan, including supporting plans to enhance the health and wellbeing of borough residents. The plan highlights that life expectancy for both males and females in the borough is lower than the national average and 60% of adults in Scarborough borough are classified as overweight or obese, and 20.1% of children aged 10-11 are classified as obese. The Council’s Corporate Plan 2020-2023 sets out the spending objectives of the council, which include to support “*happy, healthy, active people*” which is actively supported by this scheme which seeks to increase physical activity within the borough. In the first three quarters of 2020/21, Scarborough Borough Council reported spending of £12,000 on community centres against a budget of £45,000<sup>23</sup>. Whilst this figure constitutes around 0.01% of the total council spending, it is clear that supporting community centres is part of the Council’s current priorities and its on-going commitment.

Whilst the Council has a clear budget allocation for the maintenance of community centres, the Eastside Community Centre is not anticipated to require on-going revenue support from Scarborough Borough Council. The Centre will be self-funded through revenue generated by activities at the centre and as a result, no revenue funding is required from Scarborough Borough Council. A single £10,000 grant was provided by the Council to the Community Centre in 2020/21 to support the centre through the covid-19 pandemic. This grant has supported the centre during the period of lockdowns and other limitations that restricted the ability of the centre to operate. It is not anticipated that any further such grants will be required.

### 3.7 Summary

In summary, the preferred option has an estimated cost of £1.2m compared to a capital funding contribution of £1.15m, the majority of which is sought from Town Deal funding. The remaining funding has been secured from Scarborough Borough Council, Sport England and The Sirius Foundation. The latter two funding pots have been awarded with conditions attached which require this project to be confirmed and developed at speed. It is recommended that the funding shortfall is explored through the development of a more detailed design and a cost plan that provides greater cost certainty for both the ‘do something’ and preferred option identified in this business case. Value engineering should be explored prior to the ‘do-something’ being pursued

<sup>23</sup> Scarborough Borough Council, 2021, Statement of Accounts 2020/21

instead of the preferred option.

## 4.0 Commercial Case

### 4.1 Introduction

The Commercial Case sets out the arrangements for agreements and procurement for the project and demonstrates that it is deliverable. The Case also considers constraints and how commercial risk is managed

Two procurement exercises are planned for this project:

- 1, Professional services contract to develop the project, produce architectural designs and manage the delivery of project
- 2, A Construction contract to carry out capital works.

Procurement will be done in compliance with Scarborough Borough Council procurement rules.

### 4.2 Procurement Strategy

All procurement is being carried out by ECC under the terms of the MoU between ECC and WBC. The ECC have adopted Scarborough Borough Council's procurement rules in order to ensure compliance with public procurement rules and the proper use of public funds.

Scarborough Borough Councils contract procedure rules state:

- Contracts with a value up to £5,000 – at least one quote shall be sought and evidenced in writing.
- Contracts with a value between £5,001 and £50,000 at least three written quotations shall be requested upon an invitation to quote.
- Contracts with a value above £50,001 shall be procured upon an invitation to tender with a minimum of 5 contractors being invited to tender.
- Contracts are let using SBC's standard terms and conditions

### 4.3 Commercial Deliverability

The Council's procurement policy was used in order to procure the project management work being delivered by the project management company Abacus. This was originally for the Boxing Club building. With the opportunity of Towns Fund funding, the contract was extended to include the design and management of the extension of the community centre. This decision was taken based on the previous work that Abacus has done on the project, their expertise and ability to deliver both elements. Any delay in delivery of the project would put the outcomes at risk due to the constraints of the match funding.

A similar system for procurement will be adopted for all the necessary works. A minimum of three quotations will be sought for works up to a value of £50,000 and four approved list tenders for works over £50,000 and up to the agreed 2020 EU limit. The project management company Abacus have been employed to contract the work on behalf of ECC. The form of contract will be decided with the project group at the end of the year. Decisions will be made on whether a Tender List /Pre-Qualification or Framework will be used and whether a NEC or JCT contract is most appropriate. Invitation to tenders for works will be issued in the New Year.

Commercial Risks will be managed by Abacus as part of the Professional Service Contract. Commercial risks will be appraised regularly at client liaison meetings. Amounts will be included within the risk pot to cover overspends and unforeseen costs.

Sports England require to any design or construction advisers employed to agree to the Construction Conditions by signing the Contractor Statement Form. Sports England are then

notified by be returned of the Tender Report Form

#### **4.4 Operation & Financial Viability**

Following completion of the works the facilities will continue to operate with staffing mainly provided by volunteers. Both organisations are currently financially viable in their own right through income generation and fundraising, neither organisation is dependent on grants or external funding for their day to day activities. The improved facilities and additional capacity can only increase the viability of both organisations.

It is anticipated that at least 1 part time job will be created as a result of the project. This position will be entirely funded through income generation. In the longer term it is proposed that the community café becomes a new social enterprise, creating an entirely new business and additional jobs.

#### **4.5 Social Value**

The project seeks to promote social value and where appropriate, local companies will be invited to quote or tender for work. Contracts will be required to act responsibility and compile to appropriate sustainability standards written into the contract. Social value is explore further in the economic case

**4.5 State Aid** The project has no State Aid implications as there is no commercial aspect to either phase of the project. The Café facility will be developed as a community/training café and will not be franchised or otherwise let out for private profit. It is envisaged that in the long term the Café will develop into a separate social enterprise.

## **5.0 Management Case**

### **5.1 Introduction**

The Management Case provides details on how the project will be managed including the collaborative approach between Eastside Community Centre and the Boxing club; the arrangements with Project Managers, Abacus, and the relationship with Scarborough Borough Council, as the accountable body for the Whitby Towns Deal Programme

### **5.2 Promotor & Delivery Arrangements**

The project promotor and communication lead will be Eastside Community Centre chairperson Sandra Turner. This was agreed in a meeting between all the trustees of Whitby Boxing Club and the directors of Eastside Community Centre. All communication will be via the project sponsor. A WhatsApp group has been set up to alert members of necessary actions, this will enable effective and speedy communication between the two organisations.

A Steering group made up of three representatives from Eastside Community centre board of directors (as agreed at the director's meeting on 17 May 2021) and Whitby Boxing Club Board of trustees will oversee the project. A Memorandum of understanding (attached as Appendix 10) has been signed between the Board of Directors of Eastside Community Centre and the Board of trustees of Whitby Boxing Club.

The group will work with the professional project management company Abacus, who have already undertaken some initial work on behalf of Whitby boxing club. Abacus have been contracted to undertake all preparatory works including site surveys, drawing up of plans, submitting planning permissions, tendering work etc.

### **5.3 Project Governance & Delivery**

The project is part of the Towns Deal Programme for which Scarborough Borough Council is the accountable body. All projects will be governed by the Council's assurance processes and procurement rules. The council will assess and approve Business Cases in collaboration with the Whitby Town Deal Board (WTDB) to ensure the schemes are deliverable and affordable. Once a satisfactory business case has been accepted then the Council will prepare and submit a Summary Document for the Department of Leveling Up, Housing and Communities (DLUHC) for approval and to release the Towns Fund funding. A Funding Agreement will be entered into between ECC and SBC. The terms of the agreement will formalise the Towns Fund funding conditions. The council will be responsible for continuing to monitoring and evaluation of the programme and ensuring that the terms of the Towns Fund are complied with.

WTDB have an oversight role of the Towns Fund, ensuring that a programme works deliver the Town Investment Plan. The Business Cases will be presented to the group. The WTDB Chair is co-signatory, with SBC's Chief Executive, on the Summary Document submitted to DLUHC. Any major changes to the projects should be presented to WTDB for comment.



Project governance is the responsibility of the trustees of Whitby Boxing Club and the directors of Eastside Community Centre. The two groups retain an oversight and project assurance role and will be responsible for ensuring the project complies with the terms of the funding agreement. The project promotor will provide regular updates on the project, highlighting any major risks, seeking approval for change and provide financial information for the two group's approval. The project promotor will provide all the require project assurance information to SBC on behalf of the trustees of Whitby Boxing Club and the directors of Eastside Community Centre.

The steering group which has been established will be assisted by members of Scarborough Borough Council Regeneration team and Finance department. The Council is the freeholder of the land and both ECC and WBC hold leases on their individual portions of that land. The role of the steering group is to assist the project promotor, helping the influence to project design and ensure that needs of the users are reflected in the design and any changes in scope. SBC officers attend in an advisory role and provide guidance on project assurance and financial arrangements.

Monthly meetings will be set up throughout the project delivery phase with additional meetings arranged if and when necessary and at key project milestones. The Steering Group will meet to discuss tenders and appoint contractors and will be assisted through this process by Abacus as project managers. Any change and variation requests will be discussed at the steering group meetings and agreement reached prior to any alterations to plans being made. The project managers and assisting council officers will be invited to all relevant discussions.

### **Steering group**

██████████ Chair (ECC Chair of  
Director) ██████████ - Note Taker  
(ECC Director) ██████████ (ECC  
Director)

██████████ (WBC Chair of  
Trustees) ██████████ (WBC  
Trustee)

██████████ (WBC  
Trustee) ██████████

██████████ (WBC)

### **Support group**

██████████ (SBC  
Regeneration) ██████████ (SBC  
Finance)

██████████ - Project manager (Abacus)

## 5.4 Programme Plan

(The Timeline of milestone events is attached as Appendix 6.)

The project is working towards a start on site date of March 2022. We anticipate the build period for phase one of the project (Whitby Boxing Club) to take no more than 26 weeks. Phase two of the project is estimated to take a shorter amount of time but some elements of this phase may begin later so both phases should be completed September/October 2022.

It is proposed that some of the groundworks for both phases are undertaken as part of phase one. The Whitby boxing club building will share water, sewerage and electricity services with the existing building so undertaking all of this work at the same time is a more cost effective option. Utility services to Whitby boxing club will be served from the community centre (to reduce costs) but will be metered separately.

As shown in the Timescales document it is proposed that planning applications will be submitted in mid-November 2021 with work going out to tender in late January 2022. It has been agreed that planning permission for the two phases will be submitted as separate applications. Whilst there are some cost implications associated with this strategy we are mindful that there are time constraints on the WBC match funding which are dependent on planning permission being granted within the external funders timescales. The boxing club application is relatively straightforward however the community centre application is slightly more complex and could possibly delay permission. Whilst we are mitigating against any possible delays in the planning process, by submitting the applications separately, we are anticipating work on both phases will run consecutively.

## 5.5 Risks, Constraints & Dependencies

Risk management is the responsibility of the project promotor ensuring that risks are identified and mitigated against. The Project Manager (Abacus) will manage risks for the delivery phase. Following a risk being identified an assessment is undertaken and a control put in place, Risk monitoring and review is part of the project management. Critical risks will escalate to trustees of Whitby Boxing Club and the directors of Eastside Community Centre. The project promotor will make SBC aware of any risk to the delivery of agreement outputs as detailed in the Grant Agreement. The Risks/constraints and dependency table is attached as Appendix 5

## 5.6 Risks, Constraints & Dependencies

The land is owned by Scarborough Borough Council. The Eastside Community Centre building and a large grassed area to the rear and side of it was asset transferred to Eastside Community Centre Ltd. several years ago. Eastside Community centre have since rescinded part of the land needed for the boxing club facility and this has now been leased by Whitby Boxing club. There is a small strip of land which was previously fenced off and maintained by ECC which is not shown on the new lease and investigation has been undertaken with regard to this as it is the site of the proposed café extension, The council is fully supportive of the proposals to develop the site and is in the process of re-issuing a revised.

Planning permission will be required for both the new build boxing facility and the extension to the community centre. Final plans need to be drafted and planning applications submitted as soon as development funding is released, to enable the project management company to proceed.

There is a time constraint on the Sirius minerals foundation match funding for the WBC phase of the project. This time frame has already been extended, due to the pandemic, and requires planning consent to be in place prior to the funding being drawn down, there is therefore some urgency in planning consent being in place.

## 5.7 Service Diversions

An assessment of services has already been undertaken showing all connections can be made into existing services which currently serve the community centre. This includes electricity, gas, water and sewerage. The boxing club do not wish to have a landline into their premises, they are used to operating using of mobile phones and see no reason to change this. WIFI access to the internet will be provided from the existing service at the community centre.

## 5.8 Engagement & Consultation

This project has been in development over a number of years and both organisations have undertaken a considerable amount of consultation with service users, local residents, community groups and other organisations. Both organisations are well versed in community consultation and make use of a variety of consultative methods. Community engagement will be ongoing throughout the construction and refurbishment process through word of mouth, social media, noticeboard bulletins and press releases.

Once the capital project is complete there will be ongoing consultation with the community and consultee groups, in line with the ethos of both organisations. This ongoing commitment to consult and adapt will ensure the buildings are utilised to their full potential and service delivery continually adapts to fit local needs.

## 5.7 Stakeholder and user groups

We undertake ongoing consultation with our user groups. This group currently consists of the following organisations:

Whitby Seaside Community  
 Marching Band Fisherlads Amateur  
 Rowing club  
 Eastside Youth  
 Club Hope Group  
 Eastside Brownies  
 group Whitby  
 Community  
 Connections Whitby  
 Boxing Club  
 Whitby Jiu Jitsu club  
 Eastside gardening  
 group

Our wider consultee group includes a range of organisations covering various aspects of the services we provide. The Covid pandemic stilted our plans to expand the consultee group however we are now picking this work up and will continue to expand our consultation base.

The current group consists of the following organisations:

North Yorkshire CC Youth service – *has taken an active role since ECC took over the community centre in 2010.*

North York Moors National Park- *has only recently become involved in the project and will be*

*delivering a programme of activities focused on children and young people.*

*Citizen's Advice Bureau – have been involved with ECC for a number of years delivering advice services and support*

*Day Lewis Pharmacy – joint working with ECC to bring a community pharmacy to the east side of Whitby. Most recently worked with ECC on Covid-19 vaccination roll out programme*

*Larpool Elderly person's home – joint working over several years, training delivery at the Community centre.*

*Foodbank4Whitby- joint working with ECC since the foodbank was established. ECC signposts clients and volunteers to the food bank and provides a collection and delivery point.*

*Whitby DAG – joint working with ECC over a number of years, pre covid some services delivered from the community centre.*

*United Sport Partnership – joint working with both ECC and WBC to deliver activities*

*NYCC Adult Education – involved in training delivery at Eastside Community Centre since 2010.*

*Whitby Job Centre -main referral agency for Job match programme, ongoing joint working.*

## **5.9 Project Assurance**

The project will be subject to ECC's own internal audit processes and SBC's audit processes in accordance with the requirements of the funding stream.

## **5.10 Monitoring & Evaluation**

Project Monitoring will be undertaken for both phases of the project and will be the responsibility of the project manager throughout the construction phase. Evaluation of each phase of the project will be undertaken 6 months after completion of each phase and again after 12 months.

Under the terms of the Towns Fund, projects are required to complete monitoring and evaluation as set out in the Monitoring and Evaluation (M&E) Plan submitted with the Summary Document. DLUHC require M&E returns for the period of the programme plus three years. The steering group, led by the project promotor, will have overall responsibility for ensuring these evaluations are undertaken. received will be promoted in local media and on Facebook.



# Memorandum of Understanding

This memorandum of understanding made as of the 09/08/2021.

## **BETWEEN:**

Eastside Community Centre of Whitby

Whitby Boxing Club of Whitby

(Individually the “Partner” and collectively the “Partners”)

## **BACKGROUND:**

- A. The partners wish to associate themselves in a partnership throughout the build period and completion of the Town Deal project.
- B. The project consists of the new build of a freestanding Training club for Whitby Boxing Club (WBC), also extensions to the Eastside Community Centre (ECC) consisting of a café, reception area, additional meeting room and improvements to the existing centre building. Although part of the same project WBC and the ECC are and will continue to be independent organisations.

This memorandum of understanding (M.O.U) will establish the basic terms in place to enable a working partnership between the two organisations throughout the Town Deal project, the partnership will be in place until completion of the build and handover of the completed Whitby Boxing Club (WBC), the WBC is phase 1 of the project.

## **Representations**

A steering group is in place made up of both partners as follows:

██████████	(nominated representative WBC)
██████████	(Trustee WBC)
██████████	(Director ECC)
██████████	(Director ECC)
██████████	(Director ECC)

Steering group members are responsible for collectively taking decisions throughout the lifetime of the project, also reporting back to the Trustees and Directors of their respective organisations on each stage of the project.

## **Project Manager**

The Trustees and Directors collectively selected ██████████ to represent them as the Project Manager, the PM is responsible for liaising with Scarborough

Borough Council, Abacus, and keeping the project on track. The WBC and the ECC trustees and directors have a written agreement between them stating that Sandra Turner will not take any decisions on the project without first consulting with and gaining permission of both organisations via the steering group.

**Completion Date**

The completion date of this partnership agreement will be when the WBC take up ownership of the newly built boxing club. The WBC will be solely responsible for the continuing running and operation of the new build boxing club. The ECC will be solely responsible for the continuing running and operation of the improved centre building.

This MOU accurately reflects the understanding between the partners, signed on

Date: 09/08/2021

Whitby Boxing Club Trustee



Eastside Community Centre Director

Sandra Turner

## **Appendix 2**

## **Confirmations of match funding**



# Agenda and minutes

## Cabinet

Tuesday, 17th November, 2020 10.00 am

- [Attendance details](#)
- [Agenda frontsheet](#) PDF 196 KB
- [Agenda reports pack](#) PDF 3 MB
- [Printed minutes](#) PDF 219 KB

Venue: <https://www.youtube.com/ScarboroughCouncil>

### Items

#### No. Item

[Declarations of Interest](#) PDF 81 KB

Members are reminded of the need to consider whether they have a disclosable pecuniary, prejudicial or other (personal) interest to declare in any items on this agenda. Details of any interest must be declared at the start of the meeting or as soon as any interest becomes apparent during the meeting. The attached form must also be completed. Any advice required should ideally be sought before the day of the meeting.

1.

Minutes:

Councillor Jefferson declared a personal interest in agenda item 7, Financial Monitoring Report 2020/21 - Second Quarter to September 2020 in her capacity as President of Scarborough Chamber of Trade and Commerce who owned a business in the town.

[Minutes](#) PDF 232 KB

To approve as a correct record and sign the Minutes of the meetings held on 20 October and 2 November 2020 attached.

Additional documents:

2. • [20201102 Cabinet Published Minutes, item 2.](#) PDF 110 KB

Minutes:

**RESOLVED** that the minutes of the meetings held on 20 October and 2 November 2020 be approved as a correct record and signed by the Chairman.

## Public Question Time

Public questions of which due notice has been given and which are relevant to the business of the Cabinet.

### Minutes:

The Chairman reported the receipt of a public question by Mr James Corrigan. The question and answer given are set out below.

Q. Is the Council concerned that the proposed lease with The Future Lets Limited has a break clause after 10 years?

- A. The report to Cabinet dated 16 June 2020, which is available on the Council's website, included details of the benefits to be gained from the scheme and the proposed lease to Future Lets, and which also included comments in the associated risk matrix appendices contained with the report, for all Elected Members to consider. Prior to this, the report to Full Council dated 12 July 2019, also available on the Council's website, again detailed the potential lease to Future Lets, the range of benefits to be gained from the scheme and associated risks, options and mitigations, for all Elected Members to consider.*
- 3.

Mr Corrigan put an additional question to which the Chairman agreed to provide a written reply:

I accept that the Travelodge CVA effectively forced the Council to accept a reduction in rent. However, I am not aware of a CVA for Sheffield International Venues. Has the SIV mid-term lease surrender set a precedent?

### [Forward Plan](#) PDF 426 KB

To review the Cabinet's Forward Plan (reference 20/218) attached.

### Minutes:

4. The Cabinet considered the Forward Plan (Reference 20/218).  
**RESOLVED** that the Forward Plan be approved.

## Progress of Scrutiny of Executive Decisions

To receive an oral report by the Chief Executive.

### Minutes:

- The Chief Executive reported that the Cabinet's decision dated 15 September in respect of the Council's Agricultural Portfolio was called in for scrutiny and considered by the Overview and Scrutiny Board on 21 October. At that meeting, the O&S Board resolved to recommend to the Cabinet to establish a Task Group to look at the issue in greater depth and invite contributions from relevant interest groups and to defer any decision in relation to the rationalisation of the agricultural land and property portfolio until the Task Group had had the opportunity to carry out more work.
- 5.

### [Interim Polling District and Polling Place Review 2020](#) PDF 420 KB

6. To consider the report of the Director (LD) (Reference 20/175) attached

Additional documents:

- [20175 Appendix I, item 6.](#) PDF 316 KB
- [20175 Appendix II, item 6.](#) PDF 188 KB

#### Minutes:

The Cabinet considered a report by the Director (LD) (Reference 20/175) in respect of an interim Polling District and Polling Place Review. Members were reminded that under the Representation of the People Act 1983, the local authority must conduct a compulsory review of polling districts and polling places every five years, whilst keeping arrangements under review in the interim. The proposals in the report followed an interim review which concerned four polling places two of which were recommended to change. The Democratic and Corporate Modernisation Manager then outlined the background and rationale to the recommendations, together with details of the representations which had been received, as described in the report. In summary, the recommendations were that (i) the Sports Pavilion in Grosmont remain unchanged, since despite the issues encountered at the December 2019 election, this polling station was considered the best option; (ii) the Street, Lower Clark Street replace the Alexandra Bowls Centre because of the suitability of the venue and its greater proximity to the main residential area; Whitby Mission and Seafarers' Centre remain unchanged based on up to date research on possible venues, previous feedback on occasionally used venues, and knowledge of the area; and (iv) Whitby Mission and Seafarers' Centre replace St Hilda's RC Primary School because of the likely closure of the school, the general move away from the use of schools as polling places, and the suitability of the proposed venue.

**RESOLVED** that the Council is recommended to approve the proposed change(s) to Polling Places as set out in Appendix I of the report.

#### Reasons

- To ensure the most appropriate polling place be designated for voters within the affected areas.
- To allocate The Street as the designated polling place for the Northstead No.2 (PB) polling district since it was identified as being more centrally located to electors, hence a better alternative to the previously used Alexander Bowls Centre.
- To allocate Whitby Mission and Seafarer's Centre as the designated polling place for the Whitby - Town South (FC) polling district for two reasons; that the use of schools is no longer practicable with increased safeguarding measures (as per 2019 interim polling place review), and risk of the school continuing to face potential closure.
- To comply with Section 18C of the Representation of the People Act 1983 which requires all Authorities to review polling districts and polling places ensuring all electors have suitable polling places.

- [View the declarations of interest for item 7.](#)

To consider the report of the Director (NE) (reference 20/206) attached

Minutes:

The Cabinet considered a report by the Director (NE) (Reference 20/206) which provided an update on the council's financial performance for the 2020/21 year. Introducing the report, the Portfolio Holder, Councillor Jefferson noted that this report did not take into account the financial implications of the second national lockdown which commenced on 5 November. She thanked the Director, Mr Edwards and his staff for their ongoing work in applying for and administering government grants to assist local businesses and residents, and to reduce the impact of the pandemic on the council's finances, as outlined in the report. The Chairman echoed these thanks. Mr Edwards then advised how the council's net deficit prediction arising from the pandemic had reduced from the Quarter 1 figure of £5.6m to the current figure of £3.6m. This was because of a combination of factors including: the fourth tranche of government grant worth £644k, a reduction in expenditure on homelessness, renegotiation of prices on the recycling contract, a refund on the rateable values of some of the council's car parks, numerous vacant posts, and a higher than expected increase in car parking income (although this was not as material because of the government's compensation scheme). He further noted that the council's approach to tackling the deficit remained the same as outlined in the Quarter 1 report, which would help inform the preparation of budget for 2021/22. In terms of grants, Mr Edwards highlighted in addition to the fourth tranche of COVID emergency response grant, the £62k received from government for compliance and enforcement during the pandemic. Officers were also preparing to apply for the recently announced government grant to support the costs of local authority leisure centres run by external operators when this became available. In respect of non-COVID business, Mr Edwards referred to the Eskdale School 3G community use pitch project and recommendations. Finally, Mr Edwards drew attention to two government grants schemes the council was administering to support businesses and individuals during the latest lockdown: Local Restrictions Support Grant and Test and Trace Support Payment. The Portfolio Holder, Councillor Jefferson then provided further details of the first scheme which were available on the council website.

7.

**RESOLVED** that the Cabinet:

(i) Note the contents of the report and in particular:

that the report does not take into account the potential financial implications associated with the second national lockdown, which was announced after the report was prepared and will commence on Thursday 5 November;

the £3.602m net budgetary deficit projected within the current financial year relating to the Covid-19 pandemic;

that this is an improvement against the £5.652m deficit outlined within the Interim Budget Report due, primarily, to lower shortfalls in street car parking income, lower forecasted expenditure on homelessness provision and confirmation of a fourth tranche of funding from Government;

that the improved position means that less funding will need to be diverted from the capital program, therefore the borrowing required to fund the associated funding gap will be lower than outlined within ... [view the full minutes text for item 7.](#)

[Whitby Eastside Community Centre: Boxing Club Extension Project](#) PDF 418 KB

To consider the report of the Director (RB) (Reference 20/215) attached

Minutes:

The Cabinet considered a report by the Director (RB) (Reference 20/215) in respect of a project to provide new larger premises for Whitby Boxing Club at Whitby Eastside Community Centre. Introducing the report, the Portfolio Holder, Councillor Kershaw, commended a genuine community-led project to develop an important asset for both Eastside and the wider Whitby area which would be of real benefit to young people. The Community Regeneration and Support Officer then outlined the main points of the report: the total investment of £327,135 which included previously ring fenced money, underspend, and match funding; the background to the project and the substantial benefits to the local community; the project management and governance arrangements; the submission of a planning application early in the new year, and subject to planning approval, the projected completion date of late November 2021. He also referred to how the project fitted in with the wider context of the Towns Fund regeneration plans. The Chairman and other Cabinet members thanked officers for their work and highlighted the health, wellbeing and community benefits of the new extension.

**RESOLVED** that the Cabinet:

1. Approve the allocation of £50,000 of historic capital receipts from the sale and disposal of land at Helredale Gardens and St Peters Road, Whitby towards the Whitby Eastside Community Centre: Boxing Club Extension project in accordance with previous recommendations agreed within the Action Eastside Green Spaces programme
2. Approve the allocation of £50,000 of Section 106 monies (off-site public open space / play / sports Provision at Eastside / Larpool Lane) towards the Whitby Eastside Community Centre: Boxing Club Extension project in accordance with previous recommendations agreed within the Action Eastside Green Spaces programme.
3. Approve for the reallocation of a previously reported £17,135 underspend from the Action Eastside Green Spaces towards the Whitby Eastside Community Centre: Boxing Club Extension project in accordance with previous recommendations agreed within the Action Eastside Green Spaces programme.
4. Subject to Cabinet approval of recommendations 1,2 and 3, the Council enters into a formal grant agreement with Whitby Boxing Club to facilitate the allocation of funding to the project on terms agreed by the Director.

**Reasons**

1. To support the development of a much needed community sporting facility on the Eastside of Whitby and ensure the continued development of a much needed community asset.
2. To support the ongoing regeneration of Whitby and provide a starting point for continued capital investment within the Streonshalh Ward.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

22<sup>nd</sup> November 2019

Dear [REDACTED]

**Sirius Minerals Foundation – Capital grants for sports groups and clubs 2019-20**

We are delighted to be able to offer a grant award from Sirius Minerals Foundation to your organisation and we very much look forward to working with you to increase participation in amateur sport in the local area. Details of the award are given below, please read all the information carefully.

The panel have agreed to award an amount of up to £50,000 towards the **capital build costs** of the project and this is offered subject to the following conditions:-

- The costs have currently been identified as being circa £300,000 however we understand that this is an estimate at present and will be subject to the procurement processes of Scarborough Borough Council and potentially further project planning by Sport England. The contribution is based on an assumption of a contribution of £130k from Sport England being approximately 43% of the total project costs. Should the costs and subsequently the Sport England contribution be reduced then the Sirius Minerals Foundation contribution will be reduced correspondingly.
- Confirmation of costs and match contributions to be provided and that all funding is in place to complete the project as outlined in the application.

Your Grant Acceptance Form is enclosed with this letter. Please read it carefully before signing it and returning it to **Two Ridings Community Foundation** by post or email if you wish to accept this offer.

Any additional information required to meet the conditions of the grant award should also be directed to Two Ridings Community Foundation by post to Two Ridings Community Foundation,

[REDACTED]  
[REDACTED]

Grant payments will be released in stages and once you have submitted a full project plan outlining the timeline for the project, we will agree a payment schedule with you. This should be submitted directly to Two Ridings Community Foundation by [REDACTED]

As part of the grant making process you are required to submit monitoring information at 6 monthly intervals and this will consist of the following:-

During the project delivery period an update should be provided (an email or letter detailing how the project is progressing and when you expect to complete it will suffice) by the following dates:-

30<sup>th</sup> June 2020

31<sup>st</sup> December 2020

30<sup>th</sup> June 2021

Updates should be submitted to [REDACTED]  
[REDACTED]

Once the project is complete and funds fully spent, an end of grant report should be completed which relates to the capital spend. **All projects must be fully complete with monitoring returned by the end of December 2021.** A template report for this purpose has been included with this letter and this should be submitted to Two Ridings Community Foundation in the same way as the project updates.

**For audit purposes please keep all invoices and receipts relating to this grant.**

In addition, we will require an **annual project impact report** to be submitted once a year for two years to be submitted in December 2020 and December 2021 outlining how the award has helped your organisation to increase the number of people participating in physical activity and sport. A template report for this purpose has also been included and again this should be submitted to Two Ridings Community Foundation.

Congratulations on your grant award and if you have any queries please do not hesitate to contact Two Ridings Community Foundation who can be contacted on 01904 929500.

**Please note that this information is embargoed until the foundation launches this publicly and we will be in touch to advise when this will be.**

Yours sincerely,

[REDACTED]  
Chair

Sirius Minerals Foundation



08 November 2021

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Our Ref: 2019010389 (your unique reference number should be quoted in all communication)

Dear [REDACTED]

## COMMUNITY ASSET FUND AWARD OFFER LETTER - Whitby Amateur Boxing Club

I am delighted to inform you that, subject to the terms and conditions set out in this Letter and attached Award Agreement (the "**Agreement**"), Sport England has agreed to award Whitby Amateur Boxing Club (the "**Organisation**") a grant of £150,000 (the "**Award**") towards a total project cost of £295,000 for the development of your Project 'Extend Community Centre to incorporate a sports hall' (the "**Project**").

You can only use this Award to finance your Project. We will not be able to increase the amount of the Award. Please find enclosed the following documents explaining the full details of your Award Offer, all of which you should read carefully before you accept this offer:

- + Award Agreement
- + Capital Award Document Checklist
- + Standard Terms and Conditions
- + Forms to return to us

### Next Steps

We look forward to hearing from you. Your Case Manager, **Matt Watkiss** will remain your point of contact for any further queries. If there is any part of the Award Agreement that is unclear, or you would like some clarification or advice, Matt can be contacted on 02072732012 or at [Matt.Watkiss@sportengland.org](mailto:Matt.Watkiss@sportengland.org). Further guidance can be found at <https://www.sportengland.org/press-pack/logo-and-brand-toolkit/> along with useful information about promoting your project

On behalf of Sport England, I would like to offer my congratulations to you and everyone involved in your Project.

Yours sincerely

Matt Watkiss



Investment Management Team

Sport England



# Community Asset Fund

## Award Agreement

Sport England  
&  
Whitby Amateur Boxing Club

URN: 2019010389

DATE: 08 November 2021

# Award Agreement

## Award Agreement Contents

1. The Award (Financial Breakdown)
2. Project Details
3. Project Measures
4. Project Conditions
5. Conditions Relating to Construction
6. Payment
7. Publicity
8. Accepting Your Award

## In addition, you will find attached the following forms:

- Capital Document Checklist
- Standard Terms and Conditions
- Award Acceptance Form
- Bank Details Form (BACS)
- Project Contacts Form
- Claim Form
- Tender Report Form
- Contractor Statement Form

An explanation of the forms can be found in the [Capital Document Checklist](#).

## Legally Binding Agreement

Once accepted by Whitby Amateur Boxing Club, the Award Offer Letter together with this Award Agreement and the Standard Terms and Conditions, form a binding contract with Sport England. It is important therefore that you read and understand all the documents before you agree to accept this Award.

## Counter Fraud Statement

Sport England takes the offence of fraud (which in the context of this statement includes the separate offences of theft, corruption and bribery) very seriously and we work with a number of agencies to prevent such fraud. Where fraud, or an attempt of defraud, does occur then we will take robust action against those who choose to defraud Sport England (or any other body associated with Project) including informing the police and seeking recovery of any losses. Your organisation should take appropriate measures to ensure it is managing this Sport England award appropriately and that all funds are used (and full records kept) for the agreed purposes only. More information about our Counter Fraud Strategy can be found on our website.

## Accepting Your Award

If you are satisfied with all the details set out in the Agreement and wish to accept your Award Offer, please sign and return the enclosed **Award Acceptance Form** within one month of the date of this letter, and email it with any other information requested to [myaward@sportengland.org](mailto:myaward@sportengland.org), quoting the URN above. We will then need some more information from you, which is identified in Section 4: Project Conditions.

Should you require any guidance or further explanation of the Agreement and associated paperwork, please contact your case manager, **Matt Watkiss** who will be able to help you. Matt can be contacted on or at 02072732012 and [Matt.Watkiss@sportengland.org](mailto:Matt.Watkiss@sportengland.org).

## 1. THE AWARD

Sport England is pleased to offer an Lottery Award of £150,000 (the “Award”) towards your Total Project Cost of £295,000 for the period 01/05/2020 to 31/03/2021. The offer of the Award is subject the terms of this Award Agreement and the Standard Terms and Conditions. Together with the Award Offer Letter these documents make up the “Agreement” between us.

### Use of Award

The Award is Capital Funding and must be used only towards financing the Total Project Cost of the facilities improvements set out in the table below:

Item	Cost
Extension of the community centre providing a sports hall, toilet upgrade, new storage area, reception area and office.	£150,000 Sport England award towards a TPC of £295,000

You need to tell us the confirmed costs of your Project. Please return the Tender Report Form before works start. If the confirmed costs are higher than the costs you gave us in your Application, we will discuss with you how we will proceed. You should be aware that you may have to find the additional funding.

### Partnership Funding

If your Application says you will provide Partnership Funding, please provide written confirmation from each source:

Amount	Source	Status
£100,000	Scarborough Council	Unconfirmed
£45,000	Sirius Mineral Foundation	Unconfirmed

All Partnership Funding (or a realistic contingency plan to replace it) must be in place before you enter into any contract. You must make sure that you have the finances in place to pay for any work as soon as payments are due.

## 2. PROJECT DETAILS

### Project Outline

The Award is granted to assist Whitby Amateur Boxing Club in financing the project, ‘Extend Community Centre to incorporate a sports hall’.

### Project Description

The project will extend the community centre to house the growing boxing club and offer a space for several community groups. Work includes extending out of the existing community centre to provide a 220m2 sports hall, upgrading the toilets, improve storage facilities, install a reception area and office. Plans provided and included below.

### Project Specifications

Your Project is a sports facility project which is located at Eastside Community Centre , YO22 4EA. The Project will carry out works as described in the Project Outline at an estimated cost of £295,000.

Works must be started within three months of the Award Offer Letter date and complete within 12 months of the Award Offer Letter date.

Works must also be carried out in accordance with all relevant Project Conditions and Planning Permission conditions where applicable, including relevant Building Regulations, Construction Design and Management regulations, Statutory Safety regulations, and project conditions related to Disability Access and any relevant Design Guidance as defined in 'Conditions Relating to Construction' of section '4. Project Conditions'.

**Please note** - a key piece of Construction related Health and Safety Legislation, The Construction (Design and Management) Regulations 2007 (commonly known as the CDM Regulations 2007) has been significantly changed. These changes came in to force on the 6th April 2015 and place responsibilities on you, the "Client". These changes also affect your Designers and Contractors.

Further Information on the new CDM Regulations 2015 and the requirements of you as "Client" can be found at: [www.hse.gov.uk/construction/cdm/2015/summary.htm](http://www.hse.gov.uk/construction/cdm/2015/summary.htm).

### 3. PROJECT MEASURES

We will require Whitby Amateur Boxing Club to set targets and measure the impact of investment. Please see Award Condition in section 4 ('Project Specific Conditions') for further details.

### 4. PROJECT CONDITIONS

Your Award is subject to the Standard Terms and Conditions, which apply to all of the Awards we have offered under our Community Asset Fund. Your Award may also be subject to specific Project Conditions, set out below, which you have agreed to fulfil.

Before we will release any payments any costs you incur in doing so will be your responsibility. If you decide to go ahead with the purchase of land/property, goods or services before meeting the Project Conditions (without our prior written consent) this will be at your own risk and cost.

Members of your organisation may have professional construction skills, qualifications, knowledge and experience but it is very likely that you may need to appoint suitably qualified professionals to guide you through the design and construction process.

At the end of the project you will also be required to provide evidence that the building works are completed. This can be done by submitting the 'Practical Completion Certificate' which is issued as part of a formal construction contract or by providing other documents and evidence to confirm the work has been carried out. Your design and construction advisers will be able to provide suitable information to you when all works have been completed.

We want your Project to succeed, but if there is a failure or unacceptable delay in meeting any of the Project Conditions, we may need to consider ending the Agreement.

You must meet all of the following conditions:

Project Condition	Date Required
You need to complete and return to us: <ul style="list-style-type: none"> <li>- Acceptance Form</li> <li>- Bank Details Form (BACS)</li> <li>- Project Contacts Form</li> </ul>	Within <b>one month</b> of your award offer letter

<p>You need to complete and return to us:</p> <ul style="list-style-type: none"> <li>- Tender Report Form and any other evidence of the formal tender process together with at least three comparative and competitive tenders/quotes for all elements of your project. Please submit copies of the tender information from both successful and unsuccessful contractors.</li> <li>- Contractor Statement Form(s)</li> </ul>	Before your project starts
<p>Project specific conditions relating to security of tenure, partnership funding or any governance issues need to be completed prior to your project starting, otherwise you would be commencing the project at your own risk and there may be delays in payments being made whilst all conditions are satisfied.</p> <p>Your project specific conditions:</p> <p>Whitby Amateur Boxing Club to provide satisfactory evidence that all partnership funding has been confirmed.</p> <p>The governing document submitted does not specify the frequency of your committee meetings.</p> <p>The governing document submitted does not detail how conflicts of interests are managed.</p>	Before your project starts
<p>You need to complete and return to us:</p> <ul style="list-style-type: none"> <li>- Claim Form (<b>supported by evidence of expenditure</b>)</li> <li>- Planning Permission confirmation (if applicable)</li> </ul>	Before your first payment
<ul style="list-style-type: none"> <li>- Practical Completion Certificate or equivalent documentary evidence of works carried out.</li> <li>- Post payment survey to be completed.</li> </ul>	Before your final payment

## 5. CONDITIONS RELATING TO CONSTRUCTION

Your award is also subject to conditions relating to the construction of your facility as set out below.

Any design or construction advisers you employ will need to agree to the Construction Conditions by signing the Contractor Statement Form, and this form should then be returned with your Tender Report Form.

If your Contractor is unwilling to sign the form, then we may need to consider ending the Agreement.

Construction Condition	Action required by Applicant and their design and construction advisers
All projects to be overseen by appropriate, experienced and qualified consultants, contractors and tradespeople, from inception to completion.	Provide details of any appointments made for project management, design, construction or other specialists.



<p>All facilities have relevant Planning approvals.</p>	<p>Statement of obtaining planning approval and compliance and fulfilling any conditions (letter or email from a suitably qualified and competent person) and approval notices.</p> <p><a href="https://www.gov.uk/planning-permission-england-wales">https://www.gov.uk/planning-permission-england-wales</a></p>
<p>All works comply with relevant Building Regulations.</p>	<p>All works to be carried out in accordance with current Building Regulations where appropriate. Building regulation approval notices, completion certificates and/or equivalent certificates from the appropriate competent supplier or contractor (Fensa, NICEIC, Gas safe, etc.) and/or a statement of compliance from a suitably qualified and competent person or Project Manager need to be provided on request.</p> <p><a href="https://www.gov.uk/building-regulations-approval">https://www.gov.uk/building-regulations-approval</a></p>
<p>All works to comply with Health and Safety regulations.</p>	<p>Compliance with the Construction Design and Management Regulations (2015).</p> <p>Health and safety is a body of law enforced by the Health and Safety Executive (HSE) with local authorities (and other enforcing authorities) that protects the health, safety and welfare of those working on or visiting the site. The current regulations are The Construction (Design and Management) Regulations 2015 (CDM 2015).</p> <p><a href="http://www.hse.gov.uk/simple-health-safety/index.htm">http://www.hse.gov.uk/simple-health-safety/index.htm</a>  <a href="http://www.hse.gov.uk/construction/cdm/2015/index.htm">http://www.hse.gov.uk/construction/cdm/2015/index.htm</a></p> <p>There is a legal requirement under the CDM regulations to meet Health and Safety requirements for all projects no matter what the size.</p> <p>The main duty for clients is to make sure their project is suitably managed, ensuring the health and safety of all who might be affected by the work, including members of the public.</p> <p>Further Information on the new CDM Regulations 2015 and the requirements of you as “Client” can be found at: <a href="http://www.hse.gov.uk/pubns/indg411.htm">http://www.hse.gov.uk/pubns/indg411.htm</a></p>
<p>All projects to take reasonable steps to find out if there are materials containing asbestos in non-domestic premises.</p>	<p>Due consideration of all relevant statutory safety requirements need to be taken prior to construction or during strip-out or demolition where appropriate.</p> <p>Surveys may need to be carried out by a competent surveyor, and the survey needs to locate and identify all Asbestos Containing Material (ACM) before any work begins at a stated location or on stated equipment at the premises. Copies of relevant reports or a statement of compliance from a suitably qualified person or Project Manager need be provided on request.</p> <p><a href="http://www.hse.gov.uk/asbestos/building-owner.htm">http://www.hse.gov.uk/asbestos/building-owner.htm</a></p>
<p>All projects to be accessible and clearly demonstrate that use and participation by people with a diverse range of abilities and needs including disabled people has been considered in both the design and operation of the facilities.</p>	<p>Statement of the approach taken (letter or email from a suitably qualified and competent person), reference to access audits, strategy and plan for all the facilities and any specific measures put in place to enable access.</p> <p>Provide substantive explanation of the reasons and implications where it is determined that it is not possible or practical to comply with all relevant and appropriate design guidance or standards.</p> <p><a href="https://www.gov.uk/guidance/equality-act-2010-guidance">https://www.gov.uk/guidance/equality-act-2010-guidance</a>  <a href="https://www.sportengland.org/how-we-can-help/facilities-and-planning/design-and-cost-guidance/accessible-facilities">https://www.sportengland.org/how-we-can-help/facilities-and-planning/design-and-cost-guidance/accessible-facilities</a></p>

<p>All projects to be designed and constructed with due consideration and adoption of the design guidance provided by Sport England and the relevant National Governing Bodies of sport (NGBs).</p>	<p>Statement of the guidance that has been considered (letter or email from a suitably qualified and competent person) and reference or list the main design guidance used.</p> <p>Where guidance is not considered to be applicable or available clear evidence, rationale and implications to be provided by the project design team regarding the alternative standards or performance requirements being applied.</p> <p><a href="https://www.sportengland.org/how-we-can-help/facilities-and-planning/design-and-cost-guidance/accessible-facilities">https://www.sportengland.org/how-we-can-help/facilities-and-planning/design-and-cost-guidance/accessible-facilities</a></p>
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## 6. PAYMENT

The Standard Terms and Conditions contain some specific conditions about how your Award will be paid. As this is such an important issue we have summarised them below:

<b>Terms &amp; Conditions – Specific Conditions</b>
<p>To receive your payments, you need to have fulfilled the Project Conditions in Section 4.</p>
<p>Once you have incurred costs on your Project you can start to claim your award. Payment is made in arrears and claims must be supported by proper evidence of spend. Please use the Community Asset Fund Claim Form for all claims.</p> <p>Please note, you must evidence spend for the total cost of your project and not just the value of your Sport England award.</p>
<p>Where we are taking out a form of grant security on your Project (either a fixed or legal charge or a restriction on title), we will withhold a retention payment of 5% of your grant until the process has been completed.</p>

If you have a small project and your schedule of works can be completed within one month, we would prefer you to submit one claim for all of the costs incurred.

## 7. PUBLICITY

Your Project has been awarded Sport England funding. We want to celebrate and commemorate your involvement in building this legacy. Please note:

1. To publicise the Award, you must:
  - a. Arrange an official completion ceremony for your upgraded facility within a reasonable period after its completion, at which Sport England may be represented. Please email [funding@sportengland.org](mailto:funding@sportengland.org) with details of the event, give us at least one month's notice.
  - b. Reference Sport England's investment in your Project in all press releases and media interviews.
  - c. Promote the Project throughout the Award. Please send publicity, marketing and media materials throughout this period to Sport England by emailing copies to [funding@sportengland.org](mailto:funding@sportengland.org)



2. Display appropriate Sport England branding on all publicity material, including but not limited to websites, brochures, posters, flyers and stationery.
3. We will contact you to explain what Sport England signage should be displayed at your project in due course.

## 8. ACCEPTING YOUR AWARD

Once you have received the Award Offer Letter, Award Agreement and Terms and Conditions, you have **one month** from the date of the Award Offer Letter to accept the offer. After one month, this offer will lapse and the Offer will be withdrawn unless we agree, in writing, to extend it. Please note that no agreement comes into existence between Sport England and the Organisation until we have received the Acceptance Form

# CAPITAL DOCUMENT CHECKLIST

Should you wish to accept your Award Offer, you will need to complete the following items and return them to Sport England (unless otherwise stated):

Title	Description	Sport England to Receive
Standard Terms and Conditions	Before accepting your award read through the terms and conditions thoroughly. By accepting the Award you are entering into a legally binding contract.	N/A
Award Acceptance Form	This form enters you into a contract and confirms that everything submitted with your acceptance is true, correct and that you accept the terms and conditions.	Within one month of the date of your Award Offer Letter
Bank Details Form (BACS)	<p>This form verifies your bank account details. It must be completed and signed by the account signatory and returned with a bank statement showing your account number and sort code to Sport England. Internet banking statements must include the postal address of the account holder and all account details, and be signed as a true and accurate record by the account signatory.</p> <p>If your organisation has already received an Award from Sport England and your bank details have not changed, please complete your bank details and detail the URN of your previous Award in the relevant box and return the form to Sport England.</p>	With your Award Acceptance Form
Project Contacts Form	This form must be completed and signed by at least two unrelated representatives of your organisation and returned to Sport England with your Acceptance Form.	With your Award Acceptance Form
Declaration Form	By signing this form, your organisation agrees to adopt the written statements provided.	With your Award Acceptance Form
Claim Form	When you are ready to claim your award, this form needs to be completed and submitted to Sport England with suitable evidence of expenditure.	For all grant payments
Tender Report Form	When completing a capital project, at least three competitive tenders/quotes for the provision of the facility must be obtained. This form should be completed when the tenders/quotes have been received and assessed. The form then needs to be returned to Sport England along with copies of successful and unsuccessful tenders/quotes, and with the Contractor Statement Form.	Before work starts
Contractor Statement Form	This form must be completed by your chosen contractor. If there will be more than one contractor involved in the project, then each contractor needs to sign a copy of the form.	With Tender Report Form

# Community Asset Fund – Standard Terms and Conditions

## These standard terms and conditions of award apply to all Award offers under the Community Asset Fund.

This document is important. It sets out the standard legal conditions of our Award offer to you.

This is a legal document and you should read it carefully before accepting the Award.

If you have any general questions about this document, please contact your nominated Investment Manager as detailed in your Award Agreement or our enquiries team on 03458 508 508. If you need legal advice, you will need to contact your solicitor.

### Contents

1. Definitions
2. The Award
3. The Project
4. Capital Conditions
5. General Conditions
6. VAT
7. Conditions relating to assets or goods purchased with the Award
8. Breaking these terms and conditions, and suspending or repaying the Award
9. Termination of the Award

#### 1 Definitions

- 1.1 'You' and 'the Organisation' means the person (individual) or Organisation that we have given an Award to.
- 1.2 'We', 'us' and 'our' means Sport England and includes our employees and those acting for us such as our Approved Contractors.
- 1.3 The 'Project' means the project to which the Award relates and as described in Section 2 of the Award Agreement and as set out in your application form or proposal together with any supporting documents such as budget information, a timetable and any other documents that set out how your Project will be managed.
- 1.4 The 'Award' incorporates:
  - 1.4.1 these standard terms and conditions;
  - 1.4.2 the Award Agreement
  - 1.4.3 the Award Offer Letter which sets out any additional conditions.
- 1.5 'Governance Code' means A Code for Sports Governance:  
<https://www.sportengland.org/campaigns-and-our-work/code-sports-governance>
- 1.6 'Project Measures' means those measures applicable to the Project as set out in Section 3 of the Award Agreement;
- 1.7 'Project Specifications' means those specifications for the Project as set out in Section 2 of the Award Agreement;
- 1.8 'Term' means the timeframes set out in clause 9.1.
- 1.9 'Suitably Qualified Person' means the person who in our opinion is both qualified and experienced to provide a valuation and assess if works have been carried out correctly for example an architect, a quantity surveyor or a turf agronomist.

## 2 The Award

- 2.1 The amount of the Award is set out in the Award Offer Letter. We are not obliged to increase the amount of the Award and any variation is at our sole discretion. The amount of the Award may be different to the amount that you applied for.
- 2.2 The Award Acceptance Form must be signed by someone who is authorised to sign on behalf of the Organisation.
- 2.3 The Award will come into force on the date that we receive the signed Award Acceptance Form from you.
- 2.4 We will pay the Award as set out in Section 5 of the Award Agreement.
- 2.5 You must use the Award exclusively for the Project.
- 2.6 You must tell us promptly about any changes to information you have given us, including any changes to your bank or building society details and you must ensure that the information about the Project is always accurate and up to date.
- 2.7 You cannot use the Award to pay for any commitments you made before the date of the Award.
- 2.8 You must hold any unused part of the Award on trust for us at all times.
- 2.9 If you spend less than the whole Award on the Project, you must return the unspent amount to us promptly.

## 3 The Project

- 3.1 You must get our written permission before making any changes to the Project or to its aims, structure, delivery, outcomes, duration or ownership; or the legal identity of the Organisation.
- 3.2 If we agree that you can make changes to the Project, we may ask you to agree to additional conditions. Any agreed changes and/or additional conditions will be set out in a separate legal agreement between us and you. You should not start any new or changed activity until that agreement has been signed by both of us. If we do not consent to these changes and they affect the Project, we may in our absolute discretion, require you to pay back all or part of the Award (regardless of how much you may have already spent).
- 3.3 You must make satisfactory progress with the Project and complete it on time. You must tell us immediately if anything threatens to curtail or delay the Project.
- 3.4 You must achieve the Project Measures within the timeframes set out in the Award Agreement and report to us on such achievement in such manner as we require;
- 3.5 You must ensure that all records, including financial records relating to the Project are accurate and up to date. You must keep these records for seven years after the Project has finished and provide us with copies on request.
- 3.6 You must maintain adequate insurance at all times and we may ask you to send us copies of these policies. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets you have purchased using the Award.
- 3.7 You must give us, or any person nominated by us, access to all records relating to the Project upon demand, including accounts and any other financial records, VAT and any other tax records. You must send us any information that we reasonably require to monitor your Project and how the Award is being used. We can ask for access to these records for up to seven years after the Project has finished.
- 3.8 You must monitor the Project as we have set out in the Award.
- 3.9 You must acknowledge the funding provided by us in your annual report and, where related to the funding provided under this Award, in any related events or press dealings. The guiding principle shall be to give appropriate and proportionate credit to the Award as an investment in the Project.
- 3.10 If requested, you must provide us with clear, accurate and legally compliant accounts that cover the period of the Project showing income and expenditure. We may ask for proof of expenditure. If the Award was for more than £50,000 a qualified and independent accountant must certify a Statement of Income and Expenditure.
- 3.11 In carrying out your Project, you must meet all laws regulating the way you operate, the work you carry out, the staff you employ or the goods and services you buy and ensure that any contractor that is carrying out services for you related to the Project complies with the obligations set out in this clause 3.10 and clause 3.11.
- 3.12 You must have appropriate policies in place at all times to help you comply with the law and good practice including:
  - 3.11.1 Data protection;
  - 3.11.2 Equal opportunities including discrimination on the basis of race, age, gender, disability, religion and/or sexuality;
  - 3.11.3 Employment law

- 3.11.4 Safeguarding of children and vulnerable adults, including the obtaining of all approvals and licenses and any profile checks required by law or by us from time to time

#### 4 Capital Conditions

- 4.1 You will use best endeavours to manage and operate the Project and any associated facilities in accordance with the Project Specifications throughout the Term. You will keep the Facility in good repair and undertake all things as may be necessary to ensure its proper maintenance.
- 4.2 The Facility must be constructed and/or developed in a good and workmanlike manner in accordance with the requirements and timescales set out in the Project Specifications.
- 4.3 The Project must be completed (i.e. open for use by the public) within 12 months of the date of the Award Offer Letter (or such other date as may be agreed in writing by Sport England).
- 4.4 You will make sure that the construction/development of the Facility is properly supervised throughout by the Suitably Qualified Person.
- 4.5 You will tell us in writing who you are using to design, tender and supervise your project. If they are not Suitably Qualified Person, we may withdraw the Award. If we agree that you can proceed, you will tell us in writing that you have or will have obtained at least three competitive tenders for the construction/development of the Facility following normal tender and contract procedures. You will also tell us in writing before the works start why you have chosen the successful tender and give us a copy of the **Tender Report** in a form set out by us.

#### 5 General Conditions

- 5.1 Sport England takes its responsibilities to prevent and detect fraud very seriously and in the event of any fraud relating to your project or other wrongful use of the grant it will seek recovery of losses  
(not limited to those pursued elsewhere under these terms and conditions) and, where appropriate, pursue criminal prosecution.
- 5.2 We may demand repayment of all or part of the grant and/or cancel any unpaid part of the grant at our absolute discretion in any of the following circumstances if:
- You completed the application form dishonestly or significantly incorrectly or misleadingly.
  - You or any other person or Organisation operating for you gave us any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during the period of the grant agreement.
  - Your Organisation, members of your governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, the Charity Commission, HM Revenue & Customs, or other regulatory body.
- 5.3 You cannot make a claim for payment until you have met the Project Conditions detailed in Section 4 of the Award Agreement.
- 5.4 If you **break** any term and/or condition of the Award and we do not enforce one or more of our rights straight away, this does not mean that we may not do so in the future.
- 5.5 Our staff and advisers cannot give you professional advice and will not take part in carrying out your business. We cannot be held responsible for any action you take, any action you fail to take, or for your debts or liabilities. You remain fully responsible for every part of the Project, your business and the decisions about it. We will not be responsible to anyone else who may take, or threaten to take, proceedings against you.
- 5.6 The Award comes from public money, so any goods or services bought with the Award should give value for money and avoid any conflicts of interest.
- 5.7 We get the funding we give to you from different places, including from the Exchequer and the National Lottery. We do not expect this funding to be reduced or stopped but, if it is, we are entitled to and may reduce or stop your Award before we have paid you the full amount.
- 5.8 We are not obliged to provide, and nor should you assume that we will, any further funding for the Project after the Award comes to an end.
- 5.9 You will adopt and maintain data standards for the collection of sports data to our satisfaction and provide us with data including but not limited to club data, which can be used to support any Sport England and sector wide projects which are designed to help members of the public search for, book and play sports, and among other things, help us and you obtain a greater insight into the patterns of consumption of various sporting offers. For the avoidance of doubt, you are not obliged to provide any data where doing so would result in you breaching the Data Protection Act 1998.
- 5.10 The Freedom of Information Act 2000 ('the Act') applies to us. This means that any information you give us could be released to any person who asks for it under the Act.
- 5.11 You shall comply with those sections of the Governance Code that we at our absolute discretion deem apply to you.
- 5.12 You will work with Sport England, the Open Data Institute and other bodies to promote and apply the principles of Open Data, and will work with the OpenActive initiative, where relevant. This includes the opening up of relevant data sets under a Creative Commons attributable licence. Relevant data sets (excluding any personal data) include but are not limited to: club, coach, facility or volunteer information or any other information which may be

relevant to a consumer to help them take part in sport and physical activity. You will seek to move to adopt data standards for sport and physical activity where relevant as they emerge from the W3C OpenActive Standards group

## 6 VAT

You acknowledge that nothing in this Award is intended to create a VAT taxable supply.

## 7 Conditions relating to assets or goods purchased, developed, enhanced and/or refurbished with the Award

- 7.1 During the Term, you must not sell any assets or goods that have been totally or partly purchased, developed, enhanced, refurbished, conserved (maintained or protected from damage) or improved with the Awards unless:
- 7.1.1 you can sell them for their full current market value;
  - 7.1.2 we have given you permission, in writing, beforehand on such conditions as we shall deem appropriate at our absolute discretion.
  - 7.1.3 we receive an appropriate share of the 'net' proceeds (the proceeds after tax and other costs of sale have been taken into account) of this for as long as these assets or the improvements have a useful economic life.
- 7.2 If we have contributed (or will contribute) more than £25,000 to help with buying, restoring, conserving or improving land, buildings or any other asset, you must not apply for a mortgage over that asset or use it as security without our prior written approval.
- 7.3 We may insist on third party rights being given to us (and in a form approved by us) under any contract that you have with contractors and consultants relating to the Project.
- 7.4 We may take such security for your responsibilities under the terms of the Award as we deem appropriate for the duration of the Term including on the freehold or leasehold interest or other asset or assets. If we take such security, you must register that security at each of the Land Registry and Companies House (where relevant). We may demand that you give our solicitors copies of all the documents affecting the title to the property (for example, all mortgages, conveyances, leases and so on that affect the legal rights to the property) and a certificate of title.

## 8 Breaking these terms and conditions, and suspending or repaying the Award

- 8.1 If you break any of these terms and conditions, or commit an Event of Default as set out in clause 8.2, we may, in our absolute discretion:
- 8.1.1 require you to pay back all or part of the Award (regardless of how much you may have already spent); and/or
  - 8.1.2 stop any future payments; and/or
  - 8.1.3 end the Award immediately.
- 8.2 The following are each considered an Event of Default for the purposes of this Award:
- 8.2.1 you breach any term or condition of the Award including any Project Condition;
  - 8.2.2 you fail to comply with the Governance Code insofar as it relates to you;
  - 8.2.3 you close down your business (unless it joins with, or is replaced by, another business that can carry out the Project and we have provided our prior written permission);
  - 8.2.4 you make any changes to the Project without first getting our written permission;
  - 8.2.5 you use the Award for anything other than the Project;
  - 8.2.6 you do not follow our reasonable instructions;
  - 8.2.7 you do not carry out the Project with reasonable care, thoroughness and competence;
  - 8.2.8 you do not complete the Project; you have supplied us with any information that is wrong or misleading, either by mistake or because you were trying to mislead us;
  - 8.2.9 you are declared bankrupt or become insolvent, any order is made, or resolution is passed, for you to go into administration, be wound up or dissolved; an administrator or other receiver, manager, liquidator, trustee or similar officer is appointed over all or a considerable amount of your assets; or you enter into or propose any arrangement with the people you owe money to;
  - 8.2.10 you act illegally or negligently at any time, and we believe it has significantly affected the Project, or is likely to harm our or your reputation; and/or
  - 8.2.11 without first getting our approval in writing, you sell the Facility or in some other way transfer the Award, your business or the Project to someone else.



9 Termination of the Award

9.1 These terms and conditions and the Award Agreement remain in force for whichever of these is the longest:

9.1.1 as long as any part of the Award remains unspent;

9.1.2 the expiry of the maximum Term required under the Award Agreement which is for Awards £0 to £50,000 seven (7) years, for Awards £50,001 to £99,000 ten (10) years and for Awards £100,000 and over fifteen (15) years or as set out in the Award Agreement, whichever is longer;

9.1.3 as long as you do not carry out any of the terms and conditions of the Award or any breach of them continues (this includes any outstanding reporting on Award expenditure or Project delivery).





# Award Acceptance Form (Community Asset Fund)

URN:	2019010389
Organisation:	Whitby Amateur Boxing Club
Project Title:	Extend Community Centre to incorporate a sports hall

Expected completion date of your capital works:

By signing this acceptance form you are confirming that:

- Your Organisation agrees to and accepts all of the terms and conditions specified in the Award Offer Letter dated 11 June 2020, the Award Agreement and the Standard Terms and Conditions of Award.
- Your Organisation is aware of and accepts all relevant Health and Safety Legislation, including the new CDM Regulations 2015. Further Information can be found at: [www.hse.gov.uk](http://www.hse.gov.uk)
- Your Organisation has taken all necessary steps to authorise this document in accordance with its governing document and the signatories below have been properly authorised to sign this document on behalf of the Organisation.
- All the details in your Organisation's application form are true and correct to the best of your knowledge.
- Your Organisation has the appropriate staff, management, policies and insurance in place to ensure the facility/project is managed and operated safely and effectively.
- Your Organisation has the appropriate resources and plans in place to adequately maintain the facility and set up a sinking fund to pay for its eventual replacement.

		Signature	Date
	Signature of authorised officer:		
	Print full name:		
	Position:		
	Organisation:		
		Signature	Date
	Countersignature of authorised officer:		
	Print full name:		
Position:			
Organisation:			



# DECLARATION FORM: COMMUNITY ASSET FUND

URN:	2019010389
Organisation:	Whitby Amateur Boxing Club
Project Title:	Extend Community Centre to incorporate a sports hall

By signing this declaration form, you are confirming that your organisation agrees to adopt the statements below. This will ensure you meet our governance code and be eligible to receive Sport England investment.

- Whitby Amateur Boxing Club will work with Sport England to agree appropriate project reporting, to measure the impact of the investment.
- Committee meets regularly (4 times per year) and decision making is recorded.
- The governing document submitted details how Conflicts of interests are recognised and managed

Official of Applicant Organisation

Signature:

Print name:

Position:

Date:

Counter Signatory

Signature:

Print name:

Position:

Date:







# Bank Details Form (BACS) : Community Asset Fund

Your bank details must be completed in full. Please note that any amendments to this form must be initialled by the account signatory. Correcting fluid must not be used under any circumstances.

URN:	2019010389
Organisation:	Whitby Amateur Boxing Club
Project title:	Extend Community Centre to incorporate a sports hall
Account signatory name:	PRINT NAME(S):
Official position:	
Email address (for remittance advice):	
Alternatively, if you would prefer to receive remittance advice via the post, please provide your address:	
Bank/building society name:	
Branch address:	
Account name:	
Account number:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Bank collection ref: <i>(if applicable)</i>	<input type="text"/>
Sort code:	<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/>

Please return this completed form to the below address, along with **one** of the following:

- A copy of your most recent bank statement.

*Tick here if enclosed:*

**Please note:** Internet banking printouts must include the postal address of account holder and be signed as a true and accurate record by your organisations Account Signatory.

**Or**

- If you have previously received a grant from Sport England in the last 3 years and your account details have not changed, please complete your bank details above and provide the Unique Reference Number (URN) of the last award you received:

URN:

If you cannot provide either of the above, please contact your Case Manager and an alternative form will be provided to you, which will require authorisation from your bank. **All completed forms should be sent to the address at the foot of this form.**

Account Signatory:

Date:

**For Internal Use Only**

Do the Bank Account details match those provided on statements:

Yes / No



Does the form/ statement appear to be untampered with:	Yes / No	
Is the Account Name, the same as the Applicant Name:	Yes / No	
Checks completed by: <i>(insert initials):</i>		
Date form forwarded to Finance:	/ /	
Finance – BACS reconciled against URN. Account matches report:	Yes / No	

Sport England, SportPark, 3 Oakwood Drive, Loughborough, LE11 3QF  
T: 03458 508 508 F: 01509 233192 E: [funding@sportengland.org](mailto:funding@sportengland.org) W: [www.sportengland.org](http://www.sportengland.org)

# PROJECT CONTACTS FORM: COMMUNITY ASSET FUND

(This form MUST be submitted with the Award Acceptance Form)

<b>URN:</b>	2019010389
<b>Name of Organisation:</b>	Whitby Amateur Boxing Club
<b>Project Title:</b>	Extend Community Centre to incorporate a sports hall
<b>Organisation Address:</b>	

Please enter the details below of those people in your organisation who will be responsible for the different aspects of the project. **At least two separate contacts must be listed.** Please indicate using the tick boxes:

- Who is the main contact for your project?
- Who is responsible for Measurement and Evaluation (M&E) reporting?
- Who you wish to receive remittance advice?

Signature:	
Print full name:	
Position within organisation:	
Email address:	
Telephone number:	
Address: <i>(if different to organisation address)</i>	

Main Project Contact	<input type="checkbox"/>
M&E Contact	<input type="checkbox"/>
Remittance Contact	<input type="checkbox"/>

Signature:	
Print full name:	
Position within organisation:	
Email address:	
Telephone number:	
Address: <i>(if different to organisation address)</i>	

Main Project Contact	<input type="checkbox"/>
M&E Contact	<input type="checkbox"/>
Remittance Contact	<input type="checkbox"/>

Signature:	
------------	--



Print full name:		Main Project Contact	
Position within organisation:		M&E Contact	
Email address:		Remittance Contact	
Telephone number:			
Address: <i>(if different to organisation address)</i>			

Sport England, SportPark, 3 Oakwood Drive, Loughborough, LE11 3QF  
T: 03458 508 508 F: 01509 233192 E: [funding@sportengland.org](mailto:funding@sportengland.org) W:[www.sportengland.org](http://www.sportengland.org)

# CLAIM FORM: COMMUNITY ASSET FUND

URN:	2019010389
Organisation:	Whitby Amateur Boxing Club
Project Title:	Extend Community Centre to incorporate a sports hall

**To make a claim, please:**

- Complete the claim section below
- Complete the expenditure summary sheet (template provided on reverse).
- Attach your invoice(s)
- Sign the declaration below

**Claim:**

- A. How much were you awarded from Sport England?
- B. How much is your 5% retention? (5% of A)
- C. How much have you already claimed from Sport England?
- D. How much are you now claiming from Sport England?
- E. How much will you have left to claim after this payment?  
(A-B-C-D)

£
£
£
£
£

**Declaration:**

We hereby certify that the above figures represent expenditure necessarily incurred on the project and that the work has been properly and fully carried out to an acceptable standard and completed satisfactorily in accordance with the plans and specifications submitted and agreed with Sport England.

All claims must be signed by the appropriate member of your organisation and also countersigned by a suitably qualified person or project manager. Please note that both the signatures must be originals and that photocopies or forms sent by email will not be accepted.

**Official of Applicant Organisation**

**Counter Signatory**

Signature:

Print name:

Position:

Signature:

Print name:

Position:

Date:

Date:

## Expenditure summary sheet

Please use this sheet to list your costs for this claim and attach all supporting invoices. **Your claim will not be processed without this information.**

Are VAT costs associated with this project reclaimable from HMRC? **Yes / No** (please circle)

If **Yes**, your claim from Sport England should only include the NET value of the invoices. If **No**, your claim from Sport England can include the total value of the invoices.

Ref	Invoice date	Invoice reference	Supplier	Net value	VAT	Total value (inc. VAT)
1						
2						
3						
4						
5						
6						

7						
8						
9						
10						
11						
12						
13						
14						
15						

*Continue on separate sheet if required*



# TENDER REPORT FORM: COMMUNITY ASSET FUND

(This form is to be submitted prior to commencement of the works)

URN:	2019010389
Organisation:	Whitby Amateur Boxing Club
Project Title:	Extend Community Centre to incorporate a sports hall

- Please provide details of tenders/quotes received and an explanation why each one was accepted/rejected (at least three competitive tenders/quotes for the provision of the facility must be obtained).
- You must also submit copies of the quotes from both successful and unsuccessful contractors.
- If any of the Contractors who have provided a quote are connected to the Organisation in any way, please provide a brief statement to outline the relationship

If the tenders listed below are not for the whole project, please provide a brief description of what elements they are for. A separate Tender Report is required for all elements of your project.

#	Organisation	Total Cost	Accepted/Rejected	Evaluation of tender and reasons for acceptance/rejection
1				
2				
3				
4				
5				

**Declaration:**

We hereby confirm that the tendering for this project has been carried out with due diligence and in line with the requirements of Sport England's standard terms and conditions.

Official of Applicant Organisation

Counter Signatory

Signature:

Signature:

Print name:	<input type="text"/>	Print name:	<input type="text"/>
Position:	<input type="text"/>	Position:	<input type="text"/>
Date:	<input type="text"/>	Date:	<input type="text"/>



# CONTRACTOR STATEMENT: COMMUNITY ASSET FUND

<b>URN:</b>	2019010389
<b>Organisation:</b>	Whitby Amateur Boxing Club
<b>Project Title:</b>	Extend Community Centre to incorporate a sports hall

This form needs to be signed by your chosen contractor when the tender process for your project has been completed. If you will be employing more than one contractor, then a representative from each organisation will need to sign a copy of this form.

When completed, return the form to the address at the bottom of the page along with your completed tender report and supporting documents.

**Chosen contractor**

--

**Brief description of works to be completed**

--

## Statement of Compliance from chosen contractor:

As the chosen contractor for this project, I agree to carry out all works in accordance with the following **Construction Conditions**, and provide all relevant documents where necessary:

- All projects to be overseen by appropriate, experienced and qualified consultants, contractors and tradespeople, from inception to completion.
- All facilities have relevant Planning approvals.
- All works comply with relevant Building Regulations.
- All works to comply with Health and Safety regulations.
- All projects to take reasonable steps to find out if there are materials containing asbestos in non-domestic premises.
- All projects to be accessible and clearly demonstrate that use and participation by people with a diverse range of abilities and needs including disabled people has been considered in both the design and operation of the facilities.
- All projects to be designed and constructed with due consideration and adoption of the design guidance provided by Sport England and the relevant National Governing Bodies of sport (NGBs).

	Signature	Date
Signature of contractor representative:		
Print full name:		
Position:		
Organisation:		







## Community Asset Fund Permanent Signage

Congratulations on your award

As you are aware from your Funding Agreement, you must acknowledge your Community Asset Fund grant on your project as a condition of award. Sport England would therefore like to help assist you with this by paying for a permanent sign.

### What happens next?

Please complete the attached signage request quoting your project name and unique project reference number.

1. You will also be asked to specify where you would like the signs delivered. There needs to be someone available to sign for the delivery during normal working hours (Monday – Friday, 9am-5pm).
2. Please allow up to three weeks from date of receipt of your order for the signs to be delivered. Most orders will be despatched 5-10 working days depending on the urgency.
3. Once you have accepted delivery of the signs, it is your responsibility to store them safely and securely until they are ready to be installed.
4. Signs should be installed no later than two weeks after work is completed and before any official opening ceremony.
5. If your signs are lost or damaged before installation, you must order replacements from DMA Signs, and this will incur additional cost.

If you have any questions please email: [afairman@dmasigns.co.uk](mailto:afairman@dmasigns.co.uk):

## Community Asset Fund Permanent Signage order form (exchequer/lottery)

Project name and URN	
Project or delivery address for signs to be sent	
Your name	
Email address and contact number	
Quantity and type of signs (internal/external)	
Date signs required by (if applicable):	

If you have any questions please email [afairman@dmasigns.co.uk](mailto:afairman@dmasigns.co.uk)

Please send your completed form onto DMA Signs Ltd, Unit 6, Bridge Works, Kingston Road, Leatherhead, Surrey KT22 7SU.

Telephone: 01372 363808 Fax: 01372 363801



**Appendix 3**

**Copies of lease agreements (WBC & ECC)**

**LEASE**

**Date** : 6 December 2013  
**Landlord** : The Scarborough Borough Council  
**Tenant** : Eastside Community Centre Limited  
**Property** : Eastside Community Centre, Abbots Road,  
Whitby, North Yorkshire, YO22 4EB

Head of Legal Services  
Town Hall  
St. Nicholas Street  
Scarborough  
YO11 2HG

Ref: PJM/P04/1747

**LR1. Date of lease**  
**LR2. Title number(s)**

6 December 2013  
LR2.1 Landlord's title number(s)

**LR3. Parties to this lease**

**Landlord**  
The Scarborough Borough Council Town  
Hall St Nicholas Street Scarborough North  
Yorkshire YO11 2HG

**Tenant**  
Eastside Community Centre Limited  
(Company Number 07371457) whose  
registered office is situate at Ridgewood  
West Lane Danby Whitby North Yorkshire  
YO21 2LY

**LR4. Property**

**In the case of a conflict between this  
clause and the remainder of this lease  
then, for the purposes of registration, this  
clause shall prevail.**

Clause 1

**LR5. Prescribed statements  
etc.**

None

**LR6. Term for which the  
Property is leased**

The period starting on 6 December 2013 and  
continuing for 30 years

**LR7. Premium**

None

**LR8. Prohibitions or  
restrictions on disposing of  
this lease**

This lease does not contain a provision that  
prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.** **LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

None

**LR9.2 Tenant's covenant to (or offer to) surrender this lease**

None

**LR9.3 Landlord's contractual rights to acquire this lease**

None

**LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**

None

**LR11. Easements**

**LR11.1 Easements granted by this lease for the benefit of the Property**

Clause 3.1

**LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**

Clause 3.2

**LR12. Estate rentcharge burdening the Property**

None

**LR13. Application for standard form of restriction**

None

**LR14. Declaration of trust  
where there is more than one  
person comprising the Tenant**

None

LEASE dated 6 December 2013

## 1. PARTICULARS

In this lease where the following words are used with initial capital letters they have the following meanings:-

<b>Landlord</b>	:	The Scarborough Borough Council of Town Hall St Nicholas Street Scarborough North Yorkshire YO11 2HG
<b>Tenant</b>	:	Eastside Community Centre Limited (Company Number 07371457) whose registered office is situate at Ridgewood West Lane Danby Whitby North Yorkshire YO21 2LY
<b>Guarantor</b>	:	any person who becomes guarantor under this lease
<b>Property</b>	:	the Property known as Eastside Community Centre Abbots Road Whitby North Yorkshire YO22 4EB shown edged red ("the Building") on the attached plan TOGETHER WITH grassed play area shown edged blue on the attached plan
<b>Lease Period</b>	:	the period starting on 6 December 2013 and continuing for 30 years
<b>Use Allowed</b>	:	for use as a community centre or any other use as may be permitted by the Landlord with prior written consent
<b>Rent</b>	:	One peppercorn per year for the first four years of the term (or any greater sum which becomes payable as a result of any rent review under this lease) payable from the Rent Start Date during the Lease Period by equal quarterly instalments in advance on the Rent Days by direct debit and proportionately for part of a quarter

<b>Rent Start Date</b>	:	6 December 2013
<b>Rent Days</b>	:	6th days of December, March, June and September in each year
<b>Rent Review Dates</b>	:	6 December 2017 and each fifth anniversary thereafter
<b>The Insured Risks</b>	:	the risks of loss or damage by fire, lightning, explosion, aircraft, including articles dropped from aircraft, riot, civil commotion, malicious damage, earthquake, storm, tempest, flood, bursting and overflowing of water pipes, tanks and other apparatus, and impact by road vehicles and any other risks the Landlord from time to time insures against
<b>Interest Rate</b>	:	4% above the base rate from day to day of Nat West Bank plc or any other clearing bank specified by the Landlord

## 2. INTERPRETATION, NOTICES AND ARBITRATION

In this lease:-

- 2.1 the Property includes:-
  - 2.1:1 all buildings erections structures fixtures fittings and appurtenances on the Property from time to time
  - 2.1:2 all additions alterations and improvements carried out during the Lease Period
  - 2.1:3 drains sewers conduits pipes and cables to the Property
  - 2.1:4 fixtures and fittings in the Property whenever fixed except the Tenant's trade fixtures
- 2.2 whenever more than one person or company is the Landlord the Tenant or the Guarantor their obligations can be enforced against all or both of them jointly and against each individually
- 2.3 the Landlord includes the person who at any particular time has the right to receive rent under this lease
- 2.4 the Tenant includes the person who at any particular time is given the right by this lease to possess the Property

- 2.5 the rules about serving notices in Section 196 of the Law of Property Act 1925 (as since amended) apply to any notice given under this lease and a notice to the Tenant may be sent to or left for him at the Property
- 2.6 any matter which this lease requires to be decided by arbitration is to be referred to a single arbitrator under the Arbitration Acts. The Landlord and the Tenant may agree the appointment of the arbitrator or either of them may apply to the President of the Royal Institution of Chartered Surveyors to make the appointment
- 2.7 the term authorised guarantee agreement has the same meaning as is given to it by the Landlord and Tenant (Covenants) Act 1995 and any authorised guarantee agreement:
  - 2.7.1 is to be in the form set out in clauses 16.1 to 16.3 of this lease and
  - 2.7.2 will cease to have effect when the transferee is released from the tenant covenants of the lease by virtue of the Landlord and Tenant (Covenants) Act 1995 or with the consent of the Landlord
- 2.8 references to the masculine gender shall include references to the feminine and neuter genders and vice versa and words importing the singular meaning shall include the plural meaning and vice versa
- 2.9 the clause headings do not form part of this lease

### **3. LETTING**

The Landlord lets to the Tenant the Property for the Lease Period in return for the Rent reserved by this lease and on the terms contained in this lease and the Tenant and the Landlord are to have the following rights:-

- 3.1 the Tenant is to have the rights previously enjoyed by the Property to use drains sewers conduits pipes and cables passing through the adjoining property of the Landlord and the right for the Tenant and his visitors to come and go to and from the Property over the parts of the adjoining property of the Landlord designed or designated for that purpose
- 3.2 the Landlord is to have the rights previously enjoyed over the Property and to use drains sewers conduits pipes and cables passing through the Property and the right of the Landlord and his tenants in adjoining property and their visitors to come and go to and from the adjoining property over the parts of the Property designed or designated for that purpose



#### 4. PAYMENTS BY THE TENANT

4.1 The Tenant is to pay the Landlord (with nothing deducted or set off but adding Value Added Tax where payable):-

4.1:1 the Rent

and the following sums (which shall be recoverable as rent) on demand

4.1:2 the cost of the Landlord insuring the property

4.1:3 the cost of any works to the Property which the Landlord does after the Tenant defaults

4.1:4 the costs and expenses (including professional fees) which the Landlord incurs in:

4.1:4.1 dealing with any application by the Tenant for consent or approval whether or not it is given

4.1:4.2 preparing and serving a notice of a breach of the Tenant's obligations under Section 146 of the Law of Property Act 1925 even if forfeiture of this lease is avoided without a court order

4.1:4.3 preparing and serving schedules of dilapidations either during the Lease Period or recording failure to give up the Property in the appropriate state of repair when this lease ends

4.1:4.4 registering each document which this lease or the Landlord requires the Tenant to register for which the Tenant shall pay a fee equal to ½% of the then current Rent when presenting the document for registration

4.1:4.5 the legal costs incurred in the preparation of the new Rent

4.1:4.6 £160 (One hundred and sixty pounds) towards the legal costs of granting this lease and duplicate

4.1:4 a sum equal to Rent at the rate payable by the Tenant immediately before the end or sooner determination of this lease for the period which it would reasonably take to bring the Property to the state of repair and condition in which it ought to have been if the Tenant had performed his obligations under this lease at the date upon which this lease ends or is determined less any income received from the Property during that period

- 4.1:5 interest at the Interest Rate on any of the above payments when more than fourteen days overdue to be calculated from its due date
- 4.2 The Tenant is also to make the following payments with Value Added Tax where payable:
  - 4.2:1 all periodic rates taxes and outgoings relating to the Property including any imposed after the date of this lease (even if of a novel nature) to be paid promptly to the authorities to whom they are due
  - 4.2:2 the cost of the grant renewal or continuation of any licence or registration required for the use of the Property for the Use Allowed to be paid promptly to the appropriate authority when due
  - 4.2:3 stamp duty land tax (if any)
- 4.3 Whenever under this lease or otherwise any sum of money shall be recoverable from or payable by the Tenant, such sum may be deducted from any amount then due or which at any time thereafter may become due to the Tenant under this lease or any other agreement or arrangement with the Landlord

## **5. RENT REVIEW**

- 5.1 On each Rent Review Date the Rent is to be agreed between the Landlord and the Tenant on a fair and reasonable basis
- 5.2 The improvements made pursuant to the obligation set out in 7.4 below are to be disregarded on the Rent Review Date
- 5.3 If the Landlord and the Tenant agree the amount of the new Rent, a statement of that new Rent, signed by them, is to be attached to this lease
- 5.4 If the Landlord and the Tenant have not agreed the amount of the new Rent two months before the Rent Review Date either of them may require the new Rent to be decided by an independent surveyor acting as an expert in which case:-
  - 5.4:1 the Landlord and the Tenant may agree the appointment of the independent surveyor or either of them may apply to the President of the Royal Institution of Chartered Surveyors to make the appointment
  - 5.4:2 the independent surveyor is to give the Landlord and the Tenant an opportunity to make representations to him and to reply to any representations made by the other but is not to be bound by them

- 5.4:3 the independent surveyor is within three months of his appointment to give to the Landlord and the Tenant written notice of the amount of the new Rent as decided by him in accordance with the provisions of this lease but if he does not do so or if for any reason it becomes apparent that he will not be able to complete his duties in accordance with his appointment the Landlord and the Tenant may agree upon or either of them may apply for the appointment of another independent surveyor (and this procedure may be repeated as often as necessary)
- 5.4:4 the costs of the independent surveyor (except those incidental to his appointment which are to be borne by the Landlord and the Tenant equally) are to be borne by the Landlord and the Tenant in such manner as the independent surveyor decides
- 5.5 The Tenant is to continue to pay Rent at the rate applying before the Rent Review Date until the next Rent Day after the new rent is agreed or decided but
  - 5.5:1 starting on that Rent Day the Tenant is to pay the new Rent
  - 5.5:2 on that Rent Day the Tenant is also to pay any amount by which the new Rent since the Rent Review Date exceeds the amount of Rent paid with interest on that amount at 2% below the Interest Rate

## **6. USE OF THE PROPERTY**

The Tenant is to comply with the following requirements as to the use of the Property and any part of it and is not to authorise or allow anyone else to contravene them:-

- 6.1 not to use the Property for any other purpose than the Use Allowed
- 6.2 not to obstruct any part of the Property used for access to any adjoining property
- 6.3 not to do anything which might invalidate any insurance policy covering any part of the Property
- 6.4 not to hold an auction sale in the Property
- 6.5 not to sell on the Property any intoxicating liquor
- 6.6 not to use any part of the Property for any activities which are dangerous offensive noxious illegal or immoral or which are or may become a nuisance or annoyance to the Landlord or to the owner or occupier of any neighbouring property

- 6.7 not to display any advertisements except as part of a normal window display or with the previous written consent of the Landlord
- 6.8 not to overload the floors or walls of the Property
- 6.9 to comply with the terms of every Act of Parliament order regulation byelaw rule licence and registration authorising or regulating the use of the Property and to obtain renew and continue any licence or registration which is required
- 6.10 to give the Landlord a copy of any notice concerning the Property or any neighbouring property as soon as the Tenant receives it
- 6.11 not to apply for planning permission relating to the use or alteration of the Property unless the Landlord gives written consent in advance

## **7. CONDITION OF THE PROPERTY: REPAIR AND ALTERATION**

The Tenant is to comply with the following requirements as to the condition of the Property:-

- 7.1 to repair the Property and keep it in repair
- 7.2 to keep the Property properly decorated and to decorate the Property at least once every five years and in the last year of the Lease Period (however it ends) except to the extent that it has been decorated in the previous twelve months
- 7.3 to keep the grassed area in a clean and tidy condition and free from litter and rubbish
- 7.4 to do the work to the Property which any authority acting under an Act of Parliament requires
- 7.5 but the Tenant need not alter or improve the Property unless necessary for the purpose of repair
- 7.6 if the Tenant fails to do any work which this lease requires him to do and the Landlord gives him written notice to do it the Tenant is to:
  - 7.6:1 start the work within two weeks (but immediately in case of emergency) and
  - 7.6:2 proceed diligently with the work and
  - 7.6:3 in default permit the Landlord to do the work
- 7.7 not to make any structural alterations or additions to the Property other than as allowed by this Lease
- 7.8 not to make any other alterations to the Property unless with the Landlord's consent in writing

- 7.9 to keep in safe working order all gas electric water and drainage services and appliances within the Property to recognised industry standards and to use where necessary suitably qualified and competent contractors

## **8. TRANSFERS AND DEALINGS WITH THE PROPERTY**

The Tenant is to comply with the following requirements as to transfers and dealings with the Property:-

- 8.1 not to transfer charge underlet part with or share the occupation possession or use of the Property or any part of the Property except as authorised by this lease
- 8.2 the Tenant may transfer the whole of the Property if the Landlord gives written consent in advance
- 8.3 the Tenant may underlet part of the Property if the Landlord gives written consent in advance (underletting of the whole of the Property is not permitted)
- 8.4 prior to any permitted transfer the Tenant is to execute an authorised guarantee agreement
- 8.5 if a transfer is to be to a limited company the Tenant in addition to its obligation under clause 8.4 is to arrange for two guarantors approved by the Landlord (and the Landlord is not entitled to withhold that approval unreasonably) to execute a guarantee in the form set out in this lease
- 8.6 within four weeks after any transfer or charge of the Property the Tenant is to notify the Landlord and send to him a copy of the transfer for registration with the registration fee payable under clause 4

## **9. INDEMNITY**

The Tenant agrees to keep the Landlord indemnified against all claims (including costs and expenses in connection with claims) against the Landlord arising from:-

- 9.1 any breach of covenant on the part of the Tenant contained in this lease
- 9.2 the use of the Property
- 9.3 any works carried out during the Lease Period to the Property by the Tenant
- 9.4 any act neglect or default by the Tenant or his servants or agents or any person on the Property with the actual or implied authority of the Tenant

## **10. ACCESS FOR THE LANDLORD**

- 10.1 The Tenant is to give the Landlord or anyone authorised by him in writing access to the Property for the following purposes:-
- 10.1:1 inspecting the condition of the Property or how it is being used
  - 10.1:2 doing works which this lease permits the Landlord to do on default by the Tenant
  - 10.1:3 complying with any statutory obligations
  - 10.1:4 viewing the Property as a prospective buyer tenant or mortgagee
  - 10.1:5 valuing the Property
  - 10.1:6 inspecting cleaning or repairing neighbouring property or any drains sewers conduits pipes or cables serving any neighbouring property or connecting to them
  - 10.1:7 any other reasonable purpose
- 10.2 Access need only be given after two days written notice to the Tenant and during normal trading hours except in emergency when no notice is required and the Tenant is to permit access at any time
- 10.3 The Landlord is promptly to make good all damage caused to the Property and any goods there in the exercise of these rights

## **11. QUIET ENJOYMENT**

While the Tenant complies with the terms of this lease the Landlord is to allow the Tenant to possess and use the Property without lawful interference from the Landlord anyone who derives title from the Landlord or any trustee for the Landlord

## **12. INSURANCE**

The Landlord is to:-

- 12.1 keep the Building (except the plate glass) insured with reputable insurers to cover the cost of full rebuilding site clearance professional fees Value Added Tax against the Insured Risks so far as cover is available at the normal insurance rates for the locality and subject to reasonable excesses and exclusions
- 12.2 take all necessary steps to make good as soon as possible damage to the Building caused by the Insured Risks except to the extent that the insurance money is not paid because of the act or default of the Tenant or of anyone for whose actions the Tenant is responsible

The Tenant is to:

- 12.3 keep any plate glass in the Building insured for its full replacement cost with reputable insurers and to give the Landlord details of that insurance on request and to replace any plate glass which becomes damaged
- 12.4 obtain any insurance required in connection with the Tenant's use of the Property

### **13. DAMAGE BY INSURED RISKS**

If the Property is damaged by any of the Insured Risks and as a result of that damage the Property or any part of it cannot be used for the Use Allowed:-

- 13.1 the Rent or a fair proportion of it is to be suspended for three years or until the Property is fully restored if sooner
- 13.2 if at any time it is unlikely that the Property will be fully restored within three years from the date of the damage the Landlord may end this lease by giving one month's notice to the Tenant during the three year period (but not later) in which case
  - 13.2:1 the insurance money belongs to the Landlord and
  - 13.2:2 the Landlord's obligation to make good the damage ceases
- 13.3 if the Property is not fully restored within three years from the date of damage and the Landlord has not given notice to the Tenant under this clause the Tenant may end this lease by giving notice (taking immediate effect) to the Landlord after the end of the three year period but not earlier
- 13.4 any dispute arising under any part of this clause is to be decided by arbitration

### **14. FORFEITURE**

- 14.1 This lease comes to an end if the Landlord forfeits it by entering any part of the Property which the Landlord is entitled to do whenever:-
  - 14.1:1 payment of any Rent is twenty one days overdue even if it was not formally demanded
  - 14.1:2 the Tenant has committed a breach of any of the terms in this lease
  - 14.1:3 the Tenant if an individual (and if more than one any of them) is adjudicated bankrupt or an interim receiver of his property is appointed
  - 14.1:4 the Tenant if a company (and if more than one any of them) goes into liquidation (unless solely for the purposes of amalgamation or

reconstruction when solvent) or has an administration order made in respect of it or is struck off the Register of Companies

- 14.2 The forfeiture of this lease does not cancel any outstanding obligation of the Tenant or the Guarantor

## **15. END OF LEASE**

- 15.1 When this lease ends the Tenant is to:

15.1:1 return the Property to the Landlord leaving it in the state and condition in which this lease requires the Tenant to keep it

15.1:2 (if the landlord so requires) remove anything which the Tenant has fixed to the Property and make good any damage which that causes

15.1:3 allow the Landlord during the last six months of the Lease Period to fix a notice in a reasonable position on the Property announcing that it is for sale or to let

- 15.2 Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Property shall be excluded to the extent that the law allows

## **16. GUARANTEE**

- 16.1 The Guarantor agrees to compensate the Landlord for any loss incurred as a result of the Tenant failing to comply with an obligation in this lease

- 16.2 If the Tenant is insolvent and this lease ends because it is disclaimed the Guarantor agrees to accept a new lease of the Property in the same form but for a period commencing on the date of disclaimer and continuing for a period equal to the unexpired residue of the Lease Period but at the Rent then payable and with rent reviews on the same days as those specified or provided for in this lease

- 16.3 The Guarantor is liable to the Landlord under this deed as principal debtor and his obligations remains fully effective even if the Landlord gives the Tenant extra time to comply with an obligation or does not insist on strict compliance with the terms of this lease

- 16.4 Prior to any permitted transfer of this lease the Guarantor is to execute an authorised guarantee agreement



## **17. CERTIFICATE OF NO PRIOR AGREEMENT**

- 17.1 It is certified that there is no agreement for lease to which this lease gives effect
- 17.2 It is declared that this is a new lease as defined in the Landlord and Tenant (Covenants) Act 1995

## **18. EXCLUSION OF THIRD PARTY RIGHTS**

Unless the right of enforcement is expressly provided it is not intended that a third party should have the right to enforce the provisions of this lease pursuant to the Contracts (Rights of Third Parties) Act 1999

## **19. THE PARTIES CONFIRM THAT:**

The Landlord has served on the Tenant a notice in the form, or substantially in the form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 (the "Order") and a person duly authorised by the Tenant has made a declaration in the form, or substantially in the form, set out in paragraph 7 of Schedule 2 to the Order and the parties agree that the provisions of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 shall not apply to this Lease

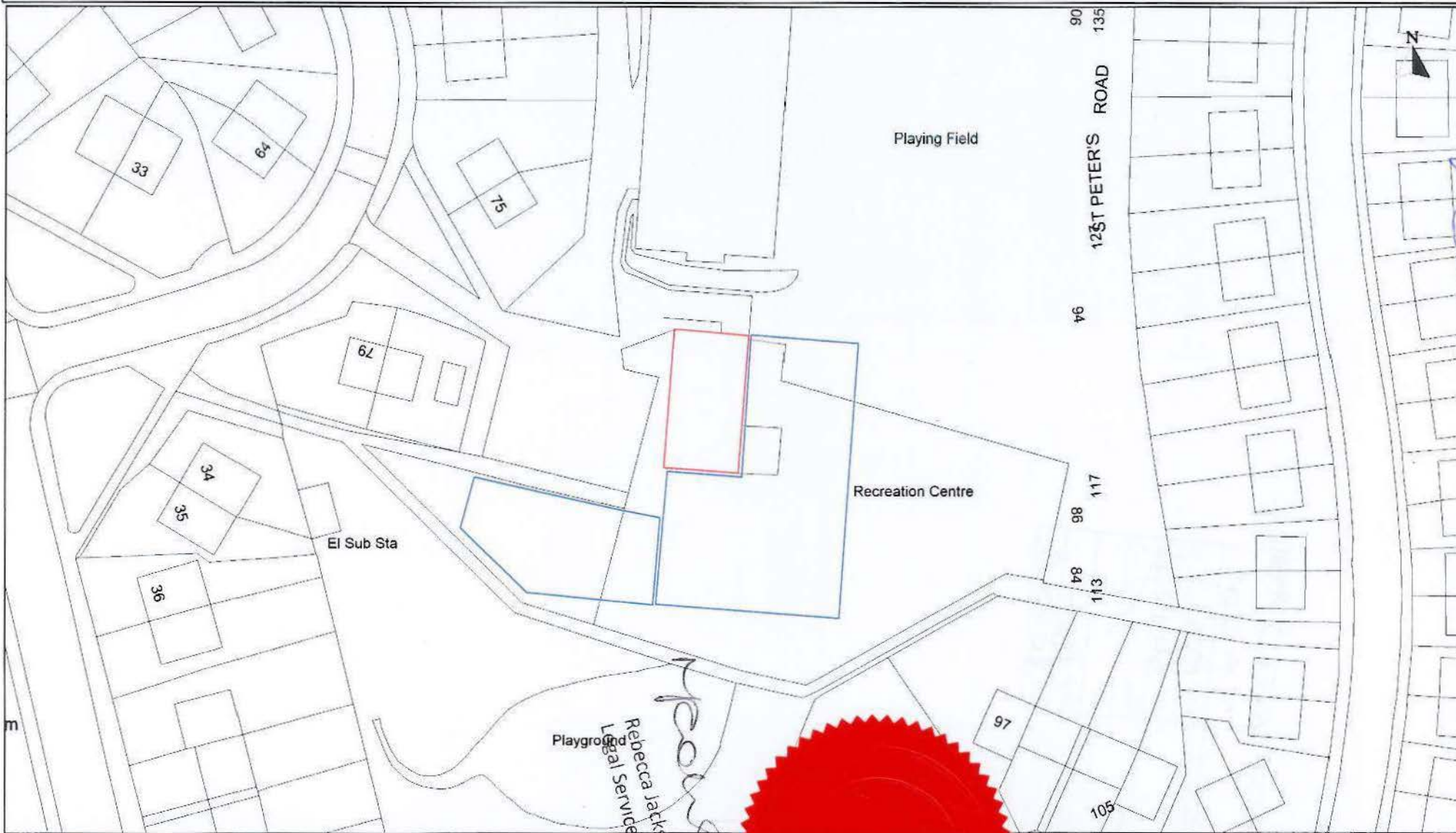
## **20. DETERMINATION**

- 20.1 Either the Landlod or the Tenant may determine this lease on or after the first anniversary of the commencement of this lease by giving six months written notice to the other party
- 20.2 The option to determine by the Tenant as set out in clause 20.1 above is conditional on all rent and utility payments being paid and up to date with no outstanding arrears

## **20. REGISTRATION OF THIS LEASE**

Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title

SCARBOROUGH BOROUGH COUNCIL



X  
 Authorized Signatory  
  
 X  
 X  
 X  
 Authorized Signatory  
 B3 Dossan  
 X



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Eastside Community Centre  
 Date 10/7/2013  
 Scale 1/500



Rebecca Jackson, Solicitor  
 Legal Services Manager  
 H1112 2013

**21. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE**

Within one month after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application

**IN WITNESS** whereof the Landlord has caused its Common Seal to be affixed and the Tenant has set their hand the day and year first above written

**THE COMMON SEAL** of )  
the Landlord was hereto )  
affixed in the presence of:- )



[Redacted Signature] .....  
(Authorised Signatory) Rebecca Jackson, Solicitor  
Legal Services Manager

**SIGNED AS A DEED AND DELIVERED** on )  
behalf of the Tenant by its authorised )  
signatories: )

[Redacted Signature] .....  
(Authorised Signatory)

[Redacted Signature] .....  
(Authorised Signatory)

**L E A S E**

**Date** :

**Landlord** : The Scarborough Borough Council

**Tenant** : The Trustees of Whitby Boxing Club

**Property** : Land adjoining Eastside Community Centre  
Abbots Road Whitby North Yorkshire

Legal Services  
Town Hall  
St. Nicholas Street  
Scarborough  
YO11 2HG

Ref: PJM/2148

**LR1. Date of lease**  
**LR2. Title number(s)**

LR2.1 Landlord's title number(s)

**LR2.2 Other title numbers**

**LR3. Parties to this lease**

**Landlord**

The Scarborough Borough Council of Town  
Hall St Nicholas Street Scarborough North  
Yorkshire YO11 2HG

**Tenant**

[REDACTED]

**LR4. Property**

**In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.**

Clause 1

**LR5. Prescribed statements etc.**

None

**LR6. Term for which the Property is leased**

The term is as follows:

the period starting on \_\_\_\_\_ and  
continuing for 25 years

**LR7. Premium**

None

<b>LR8. Prohibitions or restrictions on disposing of this lease</b>	This lease contains a provision that prohibits or restricts dispositions.
<b>LR9. Rights of acquisition etc.</b>	<b>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</b>
	None
	<b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b>
	None
	<b>LR9.3 Landlord's contractual rights to acquire this lease</b>
	None
<b>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>	None
<b>LR11. Easements</b>	<b>LR11.1 Easements granted by this lease for the benefit of the Property</b>
	Clause 3.1
	<b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b>
	Clause 3.2
<b>LR12. Estate rentcharge burdening the Property</b>	None
<b>LR13. Application for standard form of restriction</b>	None

**LR14. Declaration of trust  
where there is more than one  
person comprising the Tenant**

The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.

***OR***

The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.

***OR***

The Tenant is more than one person. They are to hold the Property on trust *Complete as necessary*

**LEASE** dated

**1. PARTICULARS**

In this lease where the following words are used with initial capital letters they have the following meanings:-

- Landlord** : The Scarborough Borough Council of Town Hall St Nicholas Street Scarborough North Yorkshire YO11 2HG
- Tenant** : [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]
- Property** : the Property known as land adjoining Eastside Community Centre Abbots Road Whitby North Yorkshire YO22 4EB and shown edged red on the attached plan
- Building** : the building to be constructed on the Property in accordance with the terms of the Schedule to this lease
- Lease Period** : the period starting on [REDACTED] and continuing for 25 years
- Use Allowed** : for the construction of a Building for use as a boxing club
- Rent** : £1 per year (if demanded) payable from the Rent Start Date during the Lease Period by annual instalments in advance on the Rent Days
- Rent Start Date** : [REDACTED]
- Rent Days** : [REDACTED] in each year
- Permissions** : permissions are references to all the planning permissions and other permits and



		consents that may be required under the Planning Acts or other statutes for the time being in force to enable the Property to be rebuilt and reinstated lawfully in the event of any damage or destruction
<b>The Insured Risks</b>	:	the risks of loss or damage by fire, lightning, explosion, aircraft, including articles dropped from aircraft, riot, civil commotion, malicious damage, earthquake, storm, tempest, flood, bursting and overflowing of water pipes, tanks and other apparatus, and impact by road vehicles and any other risks the Landlord from time to time by notice to the Tenant reasonably requires the Tenant to insure against
<b>Interest Rate</b>	:	4% above the base rate from day to day of Nat West Bank plc or any other clearing bank specified by the Landlord
<b>CDM Regulations:</b>		the Construction (Design and Management) Regulations 2007
<b>Works:</b>		the works to be carried out at the Property which are referred to in the <b>Error! Reference source not found.</b> together with making good any damage to the Property caused by carrying out such works

## 2. INTERPRETATION, NOTICES AND ARBITRATION

In this lease:-

2.1 the Property includes:-

2.1:1 all buildings erections structures fixtures fittings and appurtenances on the Property from time to time

2.1:2 all additions alterations and improvements carried out during the Lease Period

2.1:3 drains sewers conduits pipes and cables to the Property

- 2.1:4 fixtures and fittings in the Property whenever fixed except the Tenant's trade fixtures
- 2.2 whenever more than one person or company is the Landlord or the Tenant their obligations can be enforced against all or both of them jointly and against each individually
- 2.3 the Landlord includes the person who at any particular time has the right to receive rent under this lease
- 2.4 the Tenant includes the person who at any particular time is given the right by this lease to possess the Property
- 2.5 the rules about serving notices in Section 196 of the Law of Property Act 1925 (as since amended) apply to any notice given under this lease and a notice to the Tenant may be sent to or left for him at the Property
- 2.6 any matter which this lease requires to be decided by arbitration is to be referred to a single arbitrator under the Arbitration Acts. The Landlord and the Tenant may agree the appointment of the arbitrator or either of them may apply to the President of the Royal Institution of Chartered Surveyors to make the appointment
- 2.7 references to the masculine gender shall include references to the feminine and neuter genders and vice versa and words importing the singular meaning shall include the plural meaning and vice versa
- 2.8 the clause headings do not form part of this lease

### **3. LETTING**

The Landlord lets to the Tenant the Property for the Lease Period in return for the Rent reserved by this lease and on the terms contained in this lease and the Tenant and the Landlord are to have the following rights:-

- 3.1 the Tenant is to have the rights previously enjoyed by the Property to use drains sewers conduits pipes and cables passing through the adjoining property of the Landlord and the right for the Tenant and his visitors to come and go to and from the Property over the parts of the adjoining property of the Landlord designed or designated for that purpose
- 3.2 the Tenant is to have the right of way on foot only over the area coloured yellow on the plan for access to and egress from the Property
- 3.3 the Tenant is to have a right of way on foot only in common with all others having a like right over the area shown hatched black on the plan

- 3.4 the Tenant is to have a right of way (with or without vehicles) and a right to park in common with all others having a like right over the area stippled black on the plan The Landlord reserves the right to alter or reduce the route of the right of way and reduce and/or remove parking rights at any time
- 3.5 the Landlord is to have the rights previously enjoyed over the Property and to use drains sewers conduits pipes and cables passing through the Property and the right of the Landlord and his tenants in adjoining property and their visitors to come and go to and from the adjoining property over the parts of the Property designed or designated for that purpose

#### **4. PAYMENTS BY THE TENANT**

- 4.1 The Tenant is to pay the Landlord (with nothing deducted or set off but adding Value Added Tax where payable):-
- 4.1:1 the Rent  
and the following sums (which shall be recoverable as rent) on demand
- 4.1:2 the cost of any works to the Property which the Landlord does after the Tenant defaults
- 4.1:3 the costs and expenses (including professional fees) which the Landlord incurs in:
- 4.1:3.1 dealing with any application by the Tenant for consent or approval whether or not it is given
- 4.1:3.2 preparing and serving a notice of a breach of the Tenant's obligations under Section 146 of the Law of Property Act 1925 even if forfeiture of this lease is avoided without a court order
- 4.1:3.3 preparing and serving schedules of dilapidations either during the Lease Period or recording failure to give up the Property in the appropriate state of repair when this lease ends
- 4.1:3.6 £500 (five hundred pounds) towards the legal costs of granting this lease and duplicate
- 4.1:4 a sum equal to Rent at the rate payable by the Tenant immediately before the end or sooner determination of this lease for the period which it would reasonably take to bring the Property to the state of repair and condition in which it ought to have been if the Tenant had performed his obligations under this lease at the date upon which this

lease ends or is determined less any income received from the Property during that period

4.1:5 interest at the Interest Rate on any of the above payments when more than fourteen days overdue to be calculated from its due date

4.2 The Tenant is also to make the following payments with Value Added Tax where payable:

4.2:1 all periodic rates taxes and outgoings relating to the Property including any imposed after the date of this lease (even if of a novel nature) to be paid promptly to the authorities to whom they are due

4.2:2 the cost of the grant renewal or continuation of any licence or registration required for the use of the Property for the Use Allowed to be paid promptly to the appropriate authority when due

4.2:3 stamp duty land tax (if any)

## **5. USE OF THE PROPERTY**

The Tenant is to comply with the following requirements as to the use of the Property and any part of it and is not to authorise or allow anyone else to contravene them:-

5.1 not to use the Property for any other purpose than the Use Allowed

5.2 the Tenant may carry out the Works to the Property subject to the terms of the schedule to this lease

5.3 not to obstruct any part of the Property used for access to any adjoining property

5.4 not to do anything which might invalidate any insurance policy covering any part of the Property

5.5 not to hold an auction sale in the Property

5.6 not to sell on the Property any intoxicating liquor

5.7 not to use any part of the Property for any activities which are dangerous offensive noxious illegal or immoral or which are or may become a nuisance or annoyance to the Landlord or to the owner or occupier of any neighbouring property

5.8 not to display any advertisements except as part of a normal window display or with the previous written consent of the Landlord

5.9 not to overload the floors or walls of the Property

5.10 to comply with the terms of every Act of Parliament order regulation byelaw rule licence and registration authorising or regulating the use of the Property,

including following Health and Safety legislation and to obtain renew and continue any licence or registration which is required

- 5.11 to ensure that all persons working with children with regard to the running of the Boxing Club at the Property are suitably qualified and experienced and to undertake full disclosure checks prior to their commencement in post
- 5.12 to give the Landlord a copy of any notice concerning the Property or any neighbouring property as soon as the Tenant receives it
- 5.13 SAVE FOR the Works detailed in the Schedule to this lease, not to apply for planning permission relating to the use or alteration of the Property unless the Landlord gives written consent in advance
- 5.14 not to use or release any sky lantern or similar device on or from the Property
- 5.15 the Tenant shall co-operate with the Landlord and its tenant of the adjoining building and land known as Eastside Community Centre and shown edged blue and green on the plan with regard to the the recreation ground the car park and all matters relating to their use

## **6. CONDITION OF THE PROPERTY: REPAIR AND ALTERATION**

The Tenant is to comply with the following requirements as to the condition of the Property:-

- 6.1 to repair the Property and keep it in repair
- 6.2 to keep the Property properly decorated and to decorate the Property in the last three months of the Lease Period (however it ends) except to the extent that it has been decorated in the previous twelve months
- 6.3 to do the work to the Property which any authority acting under an Act of Parliament requires
- 6.4 but the Tenant need not alter or improve the Property unless necessary for the purpose of repair
- 6.5 if the Tenant fails to do any work which this lease requires him to do and the Landlord gives him written notice to do it the Tenant is to:
  - 6.5:1 start the work within two weeks (but immediately in case of emergency) and
  - 6.5:2 proceed diligently with the work and
  - 6.5:3 in default permit the Landlord to do the work
- 6.6 not to make any structural alterations or additions to the Property other than as allowed by this Lease

- 6.7 not to make any other alterations to the Property unless with the Landlord's consent in writing
- 6.8 to keep in safe working order all gas electric water and drainage services and appliances within the Property to recognised industry standards and to use where necessary suitably qualified and competent contractors

## **7. TRANSFERS AND DEALINGS WITH THE PROPERTY**

The Tenant is to comply with the following requirements as to transfers and dealings with the Property:-

- 7.1 not to transfer charge underlet part with or share the occupation possession or use of the Property or any part of the Property except as authorised by this lease
- 7.2 the Tenant may transfer the whole of the Property to a person appointed as a Trustee of the Whitby Boxing Club
- 7.3 within four weeks after any transfer of the Property the Tenant is to notify the Landlord and send to him a copy of the transfer for registration

## **8. INDEMNITY**

The Tenant agrees to keep the Landlord indemnified against all claims (including costs and expenses in connection with claims) against the Landlord arising from:-

- 8.1 any breach of covenant on the part of the Tenant contained in this lease
- 8.2 the use of the Property
- 8.3 any works carried out during the Lease Period to the Property by the Tenant
- 8.4 any act neglect or default by the Tenant or his servants or agents or any person on the Property with the actual or implied authority of the Tenant

## **9. ACCESS FOR THE LANDLORD**

- 9.1 The Tenant is to give the Landlord or anyone authorised by him in writing access to the Property for the following purposes:-
  - 9.1:1 inspecting the condition of the Property or how it is being used
  - 9.1:2 doing works which this lease permits the Landlord to do on default by the Tenant
  - 9.1:3 complying with any statutory obligations
  - 9.1:4 viewing the Property as a prospective buyer tenant or mortgagee
  - 9.1:5 valuing the Property

- 9.1:6 inspecting cleaning or repairing neighbouring property or any drains sewers conduits pipes or cables serving any neighbouring property or connecting to them
- 9.1:7 any other reasonable purpose
- 9.2 Access need only be given after two days written notice to the Tenant and during normal trading hours except in emergency when no notice is required and the Tenant is to permit access at any time
- 9.3 The Landlord is promptly to make good all damage caused to the Property and any goods there in the exercise of these rights

## **10. QUIET ENJOYMENT**

While the Tenant complies with the terms of this lease the Landlord is to allow the Tenant to possess and use the Property without lawful interference from the Landlord anyone who derives title from the Landlord or any trustee for the Landlord

## **11. INSURANCE**

The Tenant covenants with the Landlord to insure the Property and keep it insured against damage or destruction by the Insured Risks in the joint names of the Landlord and the Tenant in an amount equal to the full cost of rebuilding and reinstating the Property as new in the event of its total destruction including Value Added Tax architects' surveyors' and other professional fees, fees payable on application for any Permissions the cost of debris removal demolition site clearance and any works that may be required by statute and incidental expenses

## **12. DAMAGE BY INSURED RISKS**

If and whenever during the Lease period the Property is damaged or destroyed by one or more of the Insured Risks then:-

- 12.1 all money received under any insurance policy effected in accordance with this Lease must be placed in an account in the joint names of the Landlord and Tenant at a bank designated by the Landlord and must subsequently be released to the Tenant from that account by instalments against architect's certificates or other evidence acceptable to the Landlord (whose acceptance may not be unreasonably withheld) of expenditure actually incurred by the Tenant in rebuilding and reinstating the Property; and
- 12.2 the Tenant must with all convenient speed obtain the Permissions and as soon as they have been obtained rebuild and reinstate the Property in

accordance with them making up out of his own money any difference between the cost of rebuilding and reinstatement and the money received from the insurance policy

### **13. FORFEITURE**

- 13.1 This lease comes to an end if the Landlord forfeits it by entering any part of the Property which the Landlord is entitled to do whenever:-
- 13.1:1 payment of any Rent is twenty one days overdue even if it was not formally demanded
  - 13.1:2 the Tenant has committed a breach of any of the terms in this lease
  - 13.1:3 the Tenant if an individual (and if more than one any of them) is adjudicated bankrupt or an interim receiver of his property is appointed
  - 13.1:4 the Tenant if a company (and if more than one any of them) goes into liquidation (unless solely for the purposes of amalgamation or reconstruction when solvent) or has an administration order made in respect of it or is struck off the Register of Companies
- 13.2 The forfeiture of this lease does not cancel any outstanding obligation of the Tenant or the Guarantor

### **14. END OF LEASE**

- 14.1 When this lease ends the Tenant is to:
- 14.1:1 return the Property (including any Works) to the Landlord leaving it in the state and condition in which this lease requires the Tenant to keep it
  - 14.1:2 (if the landlord so requires) remove anything which the Tenant has fixed to the Property and make good any damage which that causes
  - 14.1:3 allow the Landlord during the last six months of the Lease Period to fix a notice in a reasonable position on the Property announcing that it is for sale or to let
- 14.2 Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Property shall be excluded to the extent that the law allows

### **15. CERTIFICATE OF NO PRIOR AGREEMENT**



15.1 It is certified that there is no agreement for lease to which this lease gives effect

15.2 It is declared that this is a new lease as defined in the Landlord and Tenant (Covenants) Act 1995

**16. EXCLUSION OF THIRD PARTY RIGHTS**

Unless the right of enforcement is expressly provided it is not intended that a third party should have the right to enforce the provisions of this lease pursuant to the Contracts (Rights of Third Parties) Act 1999

**17. THE PARTIES CONFIRM THAT:**

The Landlord has served on the Tenant a notice in the form, or substantially in the form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 (the "Order") and a person duly authorised by the Tenant has made a declaration in the form, or substantially in the form, set out in paragraph 7 of Schedule 2 to the Order and the parties agree that the provisions of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 shall not apply to this Lease

**IN WITNESS** whereof the Landlord has caused its Common Seal to be affixed and the Tenant has set their hand the day and year first above written

**SCHEDULE**  
**Licence to Carry out Works**

**The Works:** means the erection of a building on the Property in accordance with plans to be approved in advance by the Landlord and subject to the Tenant obtaining and complying with all Planning Permissions and subject also to the conditions set out below

**1. CONSENT TO CARRY OUT THE WORKS**

- 1.1 In consideration of the obligations on the Tenant in this lease, the Landlord consents to the Tenant carrying out the Works on the terms set out in this schedule
- 1.2 This consent will cease to be valid if the Works have not been started (in accordance with the terms of this schedule) within twelve months from (and including) the date of this lease, unless the Landlord gives the Tenant notice extending the period of validity. If the Landlord does agree to an extension, then this consent will remain valid for the period stated in that notice and the time period stated in clause 3.7(a) will be extended by the same amount. If this consent ceases to be valid and the Landlord has not given notice extending its validity, all the terms of this licence except clause 0 will remain in force
- 1.3 Nothing in this schedule will place the Tenant under an obligation to the Landlord to carry out the Works, but if it does carry them out, it must do so on the terms of this schedule
- 1.4 This consent does not obviate the need for the consent of any person other than the Landlord that may be required to carry out the Works

**2. STARTING THE WORKS**

- 2.1 The Tenant must not start the Works until it has complied with the requirements of this clause and of clause 4.1
- 2.2 The Tenant must obtain all licences and consents that are required for the Works under all laws and by the owner or occupier of any neighbouring land or otherwise

- 2.3 The Tenant must provide details of the Works to the insurers of the Property and obtain their consent to carrying out the Works
- 2.4 The Tenant must produce all such licences and consents to the Landlord and obtain the Landlord's confirmation they are satisfactory to the Landlord such confirmation not to be unreasonably withheld
- 2.5 The Tenant must give the Landlord copies of the plans and specification for the Works
- 2.6 The Tenant must notify the Landlord and the insurers of the Property of the date it intends to start carrying out the Works

### **3. CARRYING OUT AND COMPLETING THE WORKS**

- 3.1 The Tenant must carry out the Works:
  - a) using good quality, new materials which are fit for the purpose for which they will be used
  - b) in a good and workmanlike manner and in accordance with good building and other relevant practices, codes and guidance and
  - c) to the reasonable satisfaction of the Landlord
- 3.2 In carrying out the Works the Tenant must comply with all laws and the terms of all other licences and consents, the requirements and recommendations of all relevant utility suppliers and those of the insurers of the Property
- 3.3 The Tenant must take all proper steps to ensure that carrying out the Works does not make any of the following unsafe: the building of which the Property forms part, any plant or machinery at the building of which the Property forms part, any neighbouring land or building
- 3.4 The Tenant must cause as little disturbance and inconvenience as reasonably possible to the Landlord and the owners and occupiers of the building of which the Property forms part and of any neighbouring land. The Tenant must not infringe any of their rights nor the rights of any other person in relation to the Property
- 3.5 The Tenant must immediately make good, to the reasonable satisfaction of the Landlord, any damage (including decorative damage) to any land or

building or any plant and machinery (other than the Property) which is caused by carrying out the Works

- 3.6 The Tenant must allow the Landlord and its surveyors access to the Property, both while the Works are being carried out and afterwards, and will give the Landlord the information it reasonably requests to establish that the Works are being and have been carried out in accordance with this schedule
- 3.7 The Tenant must:
- a) complete the Works within twelve months after the date of this lease, and
  - b) must notify the Landlord as soon as they have been completed, and send the Landlord copies of plans showing the Property as altered by the Works

#### **4. THE CDM REGULATIONS**

- 4.1 Before starting the works, the Tenant must have made a written election that it is to be treated as the only client in respect of the Works for the purposes of the CDM Regulations and given the Landlord a copy of such election
- 4.2 To the extent that the Landlord may be a client for the purposes of the CDM Regulations in relation to the Works, the Landlord agrees with the written election by the Tenant
- 4.3 The Tenant must comply with its obligations as a client for the purposes of the CDM Regulations and must ensure that the CDM co-ordinator and the principal contractor that it appoints in relation to the Works comply with their respective obligations under the CDM Regulations. The Tenant must liaise with the CDM co-ordinator to allow the CDM co-ordinator to assist the Tenant in performing the Tenant's duties as client under the CDM Regulations
- 4.4 The Tenant must ensure that all relevant documents relating to the Works are placed in the health and safety file for the Property by the CDM co-ordinator in accordance with the CDM Regulations. The Tenant must maintain the health and safety file for the Property in accordance with the CDM Regulations and give the health and safety file to the Landlord at the end of the Term. The Tenant must allow the Landlord and its surveyors to enter the Property to inspect the health and safety file and must at its own cost supply the Landlord with copies of it or any of the documents in it (on demand)

## **5. ADDITIONAL WORKS**

- 5.1 If the terms of any planning permission, licence or consent (other than this schedule) obtained for the Works, require any other works to be carried out (whether to the Property or to any other land or building) the Tenant must carry out such other works within any time limit imposed by such permission, licence or consent and in any event before the end of the Term
- 5.2 The terms of this schedule, other than clause 0 and clause 0 will apply to the carrying out of such other works as if they formed part of the Works
- 5.3 This clause is without prejudice to any requirement on the Tenant to obtain the consent of the Landlord to such other works pursuant to this Lease (except to the extent that it is satisfied pursuant to clause 0) and the consent of any other person that may be required for such other works

## **6. INSURANCE OF THE WORKS**

- 6.1 The Landlord will only be obliged to insure the Works if they form part of Property, and only:
- a) after they have been completed in accordance with this schedule,
  - b) for the amount for which the Tenant has notified the Landlord that they should be insured, and
- otherwise in accordance with the terms of this Lease
- 6.2 Until the Landlord is obliged to insure the Works they will be at the sole risk of the Tenant
- 6.3 The Tenant must pay on demand any increase in the insurance premium and the amount of any additional insurance premium for the Property or any neighbouring land of the Landlord or the building of which the Property forms part that arises because of the Works

## **7. FEES, RATES AND TAXES**

The Tenant must pay all fees, rates and taxes that arise by reason of the Works (including any arising under any laws applying to the Works) whether imposed on the Landlord or the Tenant and must indemnify the Landlord from all liability in relation to such fees, rates and taxes

**8. THE LEASE COVENANTS AND CONDITIONS**

The tenant covenants in the Lease will extend to the Works and apply to the Property as altered by the Works

**9. NO WARRANTY BY THE LANDLORD**

9.1 No representation or warranty is given or is to be implied by the Landlord entering into this licence or by any step taken by or on behalf of the Landlord, in connection with it as to:

- a) the suitability of the Property for the Works or
- b) whether the Works or any removal or reinstatement of them may be lawfully carried out

9.2 The Tenant acknowledges that it is not relying on, and will have no remedy in respect of, any representation that may have been made by or on behalf of the Landlord before the date of this licence as to any of the matters mentioned in clause 10.1

9.3 Nothing in this clause shall, however, operate to limit or exclude any liability for fraud

**10. THE RIGHT OF RE-ENTRY IN THE LEASE**

The right of re-entry in the Lease will be exercisable if any covenant or condition of this schedule is breached, as well as if any of the events stated in the provision for re-entry in the Lease occurs

**11. INDEMNITY**

The Tenant must indemnify the Landlord against all costs and claims arising from any breach of the terms of this schedule

**12. NOTICES**

Any notice given pursuant to this schedule must be in writing and must be delivered by hand or, sent by pre-paid first class post, or registered post or by any other means permitted by the Lease. A correctly addressed notice sent by pre-paid first class post will be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post

**THE COMMON SEAL** of )  
the Landlord was hereto )  
affixed in the presence of:- )

.....  
(Authorised Signatory)

**SIGNED AS A DEED AND DELIVERED** by )  
**GORDON MORRISON** )  
in the presence of:- ) .....

*Witness signature* .....  
*name* .....  
*address* .....  
.....  
*occupation* .....

**SIGNED AS A DEED AND DELIVERED** by )  
**TANYA ELLIS** )  
in the presence of:- ) .....

*Witness signature* .....  
*name* .....  
*address* .....  
.....  
*occupation* .....

**SIGNED AS A DEED AND DELIVERED** by )  
**STEWART LORAINS** )  
in the presence of:- ) .....

*Witness signature* .....

*name* .....

*address* .....

.....

*occupation* .....



## Appendix 4

## Long and Short Options tables

# Options Appraisals

## Long Options Appraisal

OPTION	DESCRIPTION	CONSIDERATIONS	SHORTLISTED
WBC Business as usual	WBC Continue to rent existing premises	<p>WBC is unable to meet existing demand to space constraints.</p> <p>WBC cannot hope to increase membership whilst in the existing facility as it is already at capacity.</p> <p>WBC does not have sufficient space to enable training of additional coaching staff.</p> <p>WBC cannot increase income due to the constraints of the existing facility.</p> <p>Funding already committed to the new build would be lost</p>	<p>NO – This is simply not feasible. The club cannot expand in its existing premises. There is a waiting list of people wanting to join but there is no room for them.</p> <p>WBC are unable to train additional coaches as there is no unused capacity at the facility to provide for this.</p>
ECC Business as usual	ECC continue with existing single space facility	<p>ECC is unable to meet existing demand due to the constrain of having only a single room.</p> <p>The much anticipated hospitality training/community café cannot be developed and the opportunity to create a new social enterprise will be lost.</p> <p>Covid secure measures restrict hires of the single room due to the need for cleaning between sessions. This has reduced income and will impact on long term sustainability of the facility.</p> <p>A large space, ie the hall, is not needed by most users meaning a large space has to be heated and cleaned when several smaller spaces would be a more efficient option.</p>	<p>NO – ECC cannot continue long term with the current low level of income forced on them due to the ongoing pandemic.</p> <p>The opportunity to develop the hospitality training/community café will be lost.</p> <p>The opportunity to create a new social enterprise business will be lost.</p>

		The existing facilities are in need of upgrading to meet current standards.	
WBC - Do the minimum	WBC try to rent larger premises or rent additional premises	WBC has already explored all available options within the town and immediate surrounding area. The existing premises are the only premises appropriate and available. If additional premises could be found the additional cost will significantly increase running costs for the club making it unviable. The club does not have sufficient capacity within its existing coaching team to run at two different venues	No – WBC has already moved several times as the club has grown its membership. WBC is confident that all alternative premises options have been exhausted.
ECC – Do the minimum	ECC undertake minor refurbishments to the existing building.	The building requires extensive refurbishment to enable it to continue to thrive. The Covid-19 pandemic has reduced the capacity of the existing facility as already stated in ‘do nothing case’, this has further highlighted the need for additional rooms.	NO- ECC could not reduce running costs or increase its capacity by undertaking only minor refurbishments
WBC – Do something	Extend the existing Eastside Community Centre to provide a smaller bespoke facility for WBC.	Extending the existing building would be complex due to differences in ground levels. This would increase the cost of the new build but would not deliver the 200m2 minimum required to enable Sport England funding to be accessed meaning more funding would need to be requested from the Towns fund.	NO – This option was fully investigated 18 months ago however WBC membership has grown significantly since then. Sport England funding, already secured, requires a minimum of 200m2 of space to be developed and would be lost if the developed space cannot meet their requirements.

ECC – Do something	ECC undertake refurbishments to the existing building. To include reconfiguring existing un-useable space to provide additional rooms.	The roof will need to be insulated and may need to be fully replaced (awaiting building survey report). The existing none compliant stairway will need to be replaced and reconfigured to enable use of the upper floor. Reconfiguring the stairway will require reconfiguration of the toilets. The disabled access toilet would need to be refurbished to comply with current standards. The floor in the hall will need to be refurbished and fire doors will need to be replaced. The community café could not be fully developed as planned .	YES – This will not be a cheap option but will significantly reduce costs if funding is significantly reduced
WBC – Do something	Develop a new purpose built 200m2 facility in a separate building on land adjacent to the community centre on land lease by WBC from SBC	A new build facility of 200m2 will enable the Sport England funding to be accessed. .	YES – Preferred option WBC will be able to grow to its full potential and expand membership. Facilities will be to 21 <sup>st</sup> century standards enabling EBC regulations to be met. Building on the same site as ECC will enable cross flow of activities between the organisations. Additional function space will be available on site
ECC – Do something	Redevelop and refurbish the community centre building. Extend the footprint of the building to include a new build reception/entrance incorporating a community café and toilets.	With the exception of the roof the building itself is in a reasonable condition. The building could still be used by the community whilst building extension works are taking place.	YES – preferred option The timescale from start to completion should be relatively short. Some services could continue for most of the build period.

	Reconfigure existing space to provide additional rooms.	Work could be phased to enable some services to continue to be delivered during building works.	The existing building would provide a base for contractors, reducing site costs.
ECC – Do something	Demolish existing building and replace with new build.	<p>This is the most expensive option. The building would need to be demolished and site cleared prior to work beginning on the WBC building which may delay this time critical element of the project.</p> <p>Services currently being delivered at ECC would be lost throughout the entire build period.</p> <p>The kitchen has only recently been refurbished, grant funding received for this may need to be repaid.</p> <p>Lighting for the SBC Multi Use Games area is served from ECC meaning the MUGA would not be usable in the evenings or when daylight is poor.</p>	NO – The option would cause too much disruption to the community. The option is too expensive. Once lost services may not return.

### Short Options

<p>ECC – Do something</p>	<p>Redevelop and refurbish the community centre building. Extend the footprint of the building to include a new build reception/entrance incorporating a community café and toilets. Reconfigure existing space to provide additional rooms.</p>	<p>Option 1 Option 2 Option 3</p>	<p>No – insufficient additional meeting room space No – insufficient office/meeting room space Yes – provided adequate meeting room and office space</p>
<p>WBC – Do something</p>	<p>Develop a new purpose built 200m2 facility in a separate building on land adjacent to the community centre on land lease by WBC from SBC</p>	<p>Option 1 Option 2 Option 3.</p>	<p>No –Doesn't make best use of available space YES – Makes best use of available space and enable better fire safety  No – Doesn't make best use of space . Fire exit slightly compromised</p>
<p>ECC – Do something</p>	<p>ECC undertake refurbishments to the existing building. To include reconfiguring existing un-useable space to provide additional rooms.</p>	<p>The roof will need to be insulated and may need to be fully replaced (awaiting building survey report). The existing none compliant stairway will need to be replaced and reconfigured to enable use of the upper floor. Reconfiguring the stairway will require reconfiguration of the toilets. The disabled access toilet would need to be refurbished to comply with current standards.</p>	<p>Compromise if there is a funding shortfall</p>

		The floor in the hall will need to be refurbished and fire doors will need to be replaced.	
ECC – Do something	Redevelop and refurbish the community centre building. Extend the footprint of the building to include a new build	Option 1 The community café could not be developed as planned . Option 2	No – insufficient additional meeting room space No – insufficient office/meeting room space
	reception/entrance incorporating a community café and toilets. Reconfigure existing space to provide additional rooms.	Option 3	Yes – provided adequate meeting room and office space
WBC – Do something	Develop a new purpose built 200m2 facility in a separate building on land adjacent to the community centre on land lease by WBC from SBC	Option 1  Option 2  Option 3. .	No –Doesn't make best use of available space YES – Makes best use of available space and enable better fire safety  No – Doesn't make best use of space . Fire exit slightly compromised

## Appendix 5

## Risks/constraints dependency table





PROJECT NAME: EASTSIDE COMMUNITY HUB, WHITBY  
 PROJECT NO: ACM0210\_38  
 ISSUE DATE: 08 November 2021 REVISION NO: DRAFT

Severity	5	4	3	2	1
Catastrophic	5	4	3	2	1
Substantial	4	3	2	1	
Moderate	3	2	1		
Minor	2	1			
Insignificant	1				

Likelihood	5	4	3	2	1
Highly Unlikely	5	4	3	2	1
Unlikely	4	3	2	1	
Likely	3	2	1		
Highly Likely	2	1			
Certain	1				

Risk ID	RISK		Cause	Date Identified	Effect	INITIAL RISK LEVEL					Owner of Risk	Action Plans / Control Measures	RESIDUAL RISK				Cost (£) of mitigating risk	Date risk Closed (if possible)	Notes		
	Identified Risk	Type of Risk				Severity	Likelihood	Risk Factor	Trigger	Impact on Project			Severity	Likelihood	Risk Factor	Trigger					
										Time (wks.)										Cost (£)	
1.0	<b>APPROVALS</b>																				
1.1	ACM Appointment	Organisational	Approval delay	01/11/2021	Delay to project commencement	2	2	4	low	n/a	£ -	ECH	ACM to submit scope of services and fee proposals	2	2	4	low	£ -			
1.4	Design Consultants	Organisational	Approval delay	01/11/2021	Delay to project set up	2	1	2	low	n/a	£ -	ECH	Consultant appointments through ACM	2	2	4	low	£ -		Main design team consultants appointed to planning initially.	
2.0	<b>PLANNING</b>																				
2.1	Planning Submission date	Programme	Potential programme delays	01/11/2021	Potential impact on programme if date is not achieved on time	2	2	4	low	0	£ -	ECH	Planning submitted	2	2	4	low	£ -			
2.2	Planning Approval date	Planning	Potential programme delays	01/11/2021	Potential impact on programme, if planning approval decision is delayed.	3	3	9	med	0	£ -	ECH	Planning approval for Phase 1 forecasted for end of January22.	3	4	12	high	£ -			
2.3	Discharge of Pre-commencement Planning Conditions	Programme	Potential programme delays	01/11/2021	Potential impact on programme if there are a number of conditions imposed on the design.	3	3	9	med	0	£ -	ECH	Williams Architects to compile Planning Conditions tracker once Planning determined.	3	3	9	med	£ -		Williams Architects to confirm status update regarding discharge of planning conditions at scheduled monthly meetings.	
2.4	ECH Changes to planning consented scheme.	Programme	Potential programme delays	01/11/2021	Potential impact on programme start date, if approval is not achieved on time.	3	3	9	med	0	£ -	ECH	ECH to confirm design freeze	3	3	9	med	£ -			
2.5	Building Regulations approval	Programme	Potential programme delays	01/11/2021	Potential impact on programme start date, if approval is not achieved on time.	3	3	9	med	0	£ -	ECH	Williams Architects to confirm current status.	3	3	9	med	£ -		Williams Architects to confirm current status update regarding Building Regulations Approval.	
3.0	<b>SURVEYS</b>																				
2.1	Topographical survey	Programme	Potential Programme delay	01/11/2021	Potential impact on programme.	2	3	6	med	0	£ -	ECH	Survey completed in Autumn 2020	2	3	6	med	£ -		FULL SURVEYS TO BE DISCUSSED	
2.2	Contamination Survey	Programme	Potential Programme delay	01/11/2021	Potential impact on programme.	3	3	9	med	7	£ -	ECH		3	3	9	med	£ -		Site investigation to be instructed asap	
2.3	Asbestos Surveys	Programme	Potential Programme delay	01/11/2021	Potential impact on programme.	3	3	9	med	0	£ -	ECH		3	3	9	med	£ -		Asbestos R&D to be instructed asap	
2.4	Ground Condition Survey	Programme	Potential Programme delay	01/11/2021	Potential impact on programme.	3	3	9	med	7	£ -	ECH		3	3	9	med	£ -			
2.5	Drainage Survey	Programme	Potential Programme delay	01/11/2021	Potential impact on programme.	2	3	6	med	0	£ -	ECH		2	3	6	med	£ -		Drainage CCTV to be instructed asap	
2.6	Flood Risk Survey	Programme	Potential Programme delay	01/11/2021	Potential impact on programme.	2	3	6	med	0	£ -	ECH		2	3	6	med	£ -		Flood Risk to be completed as part of planning submission?	
2.7	Utilities Survey	Programme	Potential Programme delay	01/11/2021	Potential impact on programme.	2	3	6	med	0	£ -	ECH		2	3	6	med	£ -			

PROJECT NAME: EASTSIDE COMMUNITY HUB, WHITBY  
 PROJECT NO: ACM0210\_38  
 ISSUE DATE: 08 November 2021 REVISION NO: DRAFT

Insignificant	1	low	low	low	med	med
	1	2	3	4	5	
	Highly Unlikely	Unlikely	Likely	Highly Likely	Certain	
	Likelihood					

Risk ID	RISK		Cause	Date Identified	Effect	INITIAL RISK LEVEL						Owner of Risk	Action Plans / Control Measures	RESIDUAL RISK				Cost (£) of mitigating risk	Date risk Closed (if possible)	Notes
	Identified Risk	Type of Risk				Severity	Likelihood	Risk Factor	Trigger	Impact on Project				Severity	Likelihood	Risk Factor	Trigger			
										Time (wks.)	Cost (£)									
2.8	Acoustics Survey	Programme	Potential Programme delay	01/11/2021	Potential impact on programme.	2	3	6	med	0	£ -	ECH		2	3	6	med	£ -	-	Noise Assessment Survey completed as part of planning submission?
2.9	Traffic Survey	Programme	Potential Programme delay	01/11/2021	Potential impact on programme.	2	3	6	med	0	£ -	ECH		2	3	6	med	£ -	-	Transport Statement completed as part of planning submission.
2.10	Ecological Survey	Programme	Potential Programme delay	01/11/2021	Potential impact on programme.	2	3	6	med	0	£ -	ECH		2	3	6	med	£ -	-	
3.0	<b>HEALTH &amp; SAFETY</b>																			
3.1	F10 Issued	Programme	Potential Programme delay		Delay, cost, programme. Non conformance with CDM regulations.	3	2	6	med	0	£ -	ACM	ACM to advise nearer the time of construction starting in March 2022	3	2	6	med	£ -	-	
4.0	<b>COSTS</b>																			
4.1	Project Funding	Financial	Financial		Potential impact on programme.	3	3	9	med	0	£ -	ECH		3	3	9	med	£ -	-	
4.2	Cost Plan Update at Planning	Financial	Potential increase in costs		Potential impact on programme.	3	3	9	med	0	£ -		ACM to provide a Cost Plan	3	3	9	med	£ -	-	
4.3	Contract Award date	Financial	Potential increase in costs		Potential impact on programme start & completion timescales if date is not achieved on time	3	3	9	med	0	£ -		Confirmation of contract award.	3	3	9	med	£ -	-	
5.0	<b>PROCUREMENT</b>																			
5.1	Early order of Foundation/Earthworks Package	Programme and Financial	Impact on programme & costs		Increased impact on programme and costs	3	3	9	med	0	£ -			3	3	9	med	£ -	-	
5.2	Early order of Frame	Programme and Financial	Impact on programme & costs		Potential impact on programme	3	3	9	med	0	£ -			3	3	9	med	£ -	-	
5.3	Secure any early orders	Programme and Financial	Impact on programme & costs		Potential impact on programme	3	3	9	med	0	£ -			3	3	9	med	£ -	-	
5.4	Ground/Earth Works	Programme and Financial	Impact on programme & costs		Potential impact on programme	3	3	9	med	0	£ -			3	3	9	med	£ -	-	
6.0	<b>DESIGN</b>																			
6.1	Architects to issue Detailed Design Drawings	Programme and Financial	Impact on programme & costs		Increased impact on programme and costs	3	3	9	med	0	£ -			3	3	9	med	£ -	-	
6.2	Engineers to issue co-ordinated / preliminary frame drawings	Programme	Impact on programme & costs		Potential impact on programme	3	3	9	med	0	£ -			3	3	9	med	£ -	-	
6.3	Engineers to issue detailed piling and loading drawings	Programme	Potential Programme delay		Potential impact on programme	3	3	9	med	0	£ -			3	3	9	med	£ -	-	
6.4	Engineers to issued detailed substructure & drainage details	Programme	Potential Programme delay		Potential impact on programme	3	3	9	med	0	£ -			3	3	9	med	£ -	-	
6.5	Engineers to issue frame design details	Programme	Potential Programme delay		Potential impact on programme	3	3	9	med	0	£ -			3	3	9	med	£ -	-	
6.6	Engineers to finalise design details and externals	Programme	Impact on programme & costs		Potential impact on programme	3	3	9	med	0	£ -			3	3	9	med	£ -	-	
6.7	Client to issue M&E proposed scope for approval	Programme	Impact on programme & costs		Potential impact on programme	3	3	9	med	0	£ -			3	3	9	med	£ -	-	
6.8	Client to issue performance Spec	Programme	Impact on programme & costs		Potential impact on programme	3	3	9	med	0	£ -			3	3	9	med	£ -	-	

PROJECT NAME: EASTSIDE COMMUNITY HUB, WHITBY  
 PROJECT NO: ACM0210\_38  
 ISSUE DATE: 08 November 2021 REVISION NO: DRAFT

Insignificant	1	low	low	low	med	med
	1	2	3	4	5	
	Highly Unlikely	Unlikely	Likely	Highly Likely	Certain	
	Likelihood					

Risk ID	RISK		Cause	Date Identified	Effect	INITIAL RISK LEVEL					Owner of Risk	Action Plans / Control Measures	RESIDUAL RISK				Cost (£) of mitigating risk	Date risk Closed (if possible)	Notes	
	Identified Risk	Type of Risk				Severity	Likelihood	Risk Factor	Trigger	Impact on Project			Severity	Likelihood	Risk Factor	Trigger				
										Time (wks.)										Cost (£)
6.9	MEP engineers to issue detailed design.	Programme	Impact on programme & costs		Potential impact on programme	3	3	9	med	0	£ -			3	3	9	med	£ -		
7.0	<b>PRE-CONSTRUCTION</b>																			
7.1	Construction Phase Plan	Programme	Potential Programme delay		Delay, cost, programme. Non conformance with CDM regulations.	3	2	6	med	0	£ -			3	2	6	med	£ -		
8.0	<b>PROGRAMME</b>																			
8.1	Proposed Project Timescales	Programme	Potential Programme delays		Potential delays and increased project costs	3	3	9	med	0	£ -			3	3	9	med	£ -		
8.2	Proposed Construction timescales	Programme	Potential Programme delays		Potential delays and increased project costs	3	3	9	med	0	£ -			3	3	9	med	£ -		
8.3	Proposed Start on Site	Programme	Potential Programme delays		Potential impact on programme if date is not achieved	3	3	9	med	0	£ -			3	3	9	med	£ -		
8.4	Construction Completion Date	Programme	Potential Programme delays		Potential impact on programme if date is not achieved	3	3	9	med	0	£ -			3	3	9	med	£ -		
9.0	<b>CONSTRUCTION</b>																			
9.1	Removal of underground obstructions/earthworks	Programme and Financial	Impact on programme & costs		Cost and Time	5	4	20	critical	0	£ -	ECH	Remove all obstructions/earthworks during enabling works.	2	2	4	low	£ -		
9.2	Unable to obtain road and footpath closures	Programme	Potential Programme delays		Feasibility review and delays to site establishment	3	4	12	high	0	£ -	ECH	Early application / dialogue with SBC.	2	3	6	med	£ -		
9.3	Unknown below ground services	Programme and Financial	Impact on programme & costs		Safety Concern delays and Cost increase	3	4	12	high	0	£ -	ECH	Services search survey to be undertaken following instructions to proceed.	2	2	4	low	£ -		
9.4	Pile clash with existing perimeter wall foundations	Programme and Financial	Impact on programme & costs		Cost and Time and potential damage	3	5	15	high	0	£ -	ECH	Remove all obstructions during enabling/earth works	2	3	6	med	£ -		
9.5	Unable to form pile caps and foundations, due to perimeter wall locations	Programme and Financial	Impact on programme & costs		Cost and Time	4	3	12	high	0	£ -	ECH	Isolated removal of perimeter wall, and remove all obstructions during enabling works	3	3	9	med	£ -		
9.6	Dealing with contamination as per the site investigation report and establishing extent of contamination	Programme and Financial	Impact on programme & costs		Dealing with Hotspot and increased cost due to quantity increase	3	5	15	high	0	£ -	ECH	Recheck during enabling works, trial trenches and further testing	2	2	4	low	£ -		
9.7	Availability of Site Temp Supplies	Programme and Financial	Impact on programme & costs		Delay start of works and potential cost increase due to hire of generator	3	4	12	high	0	£ -	ECH	Early application to statutory authorities once instruction is received.	2	3	6	med	£ -		
9.8	Pre start condition Planning Condition sign off	Programme	Potential Programme delays		Delay to start on site	3	3	9	med	0	£ -	ECH	Planning discharge to be managed by Main Contractor, in conjunction with Contractor design manager. Early dialogue with SBC	3	3	9	med	£ -		
9.10	Accommodation end user requirements and stakeholder management	Programme	Potential Programme delays		delay to programme and changes to completed areas if selection is not made in sufficient time for programme	3	4	12	high	0	£ -	ECH	Detailed design / procurement programme and information required schedule to be produced to identify requirements and sign off with the ECH team, samples and mock ups will be offered for approval	1	2	2	low	£ -		
9.11	Drainage design and connection combined sewer and assessment if connection is capable of accepting flow from site	Programme and Financial	Impact on programme & costs		Failure to receive agreement from YW may impact the design and possibly increase the cost of the project	4	5	20	critical	0	£ -	ECH	Continue the dialogue as early as possible with YW and conclude a design, technical approval and legal consent approval.	2	4	8	med	£ -		

PROJECT NAME: EASTSIDE COMMUNITY HUB, WHITBY  
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Insignificant	1	low	low	low	med	med
	1	2	3	4	5	
Highly Unlikely	Unlikely	Likely	Highly Likely	Certain		
Likelihood						

Risk ID	RISK		Cause	Date Identified	Effect	INITIAL RISK LEVEL					Owner of Risk	Action Plans / Control Measures	RESIDUAL RISK				Cost (£) of mitigating risk	Date risk Closed (if possible)	Notes	
	Identified Risk	Type of Risk				Severity	Likelihood	Risk Factor	Trigger	Impact on Project			Severity	Likelihood	Risk Factor	Trigger				
										Time (wks.)										Cost (£)
9.12	Crime impact statement	Programme	Potential Programme delays		Impact on design and specification	2	2	4	low	0	£ -	ECH	Early dialogue with the nominated secure by design officer to ensure all recommendations are included within the contract sum	2	1	2	low	£ -		
9.13	Asbestos	Programme and Financial	Impact on programme & costs		Asbestos found as part of Site Investigations	3	3	9	med	0	£ -	ECH	Asbestos Type 3 Survey to be instructed							
9.14	Budget / Funding	Programme and Financial	Impact on programme & costs		Inadequate tender cost provision and potential cost pressures throughout the project duration	3	5	15	high	0	£ -	ECH	ECH to confirm the funding availability and Contractor to provide a robust tender figure for the project and will maintain close control of the cashflow forecast and cost reports to support ACM throughout the project. ECH to demonstrate availability of funds and payment surety	1	5	5	med	£ -		
															0.0					

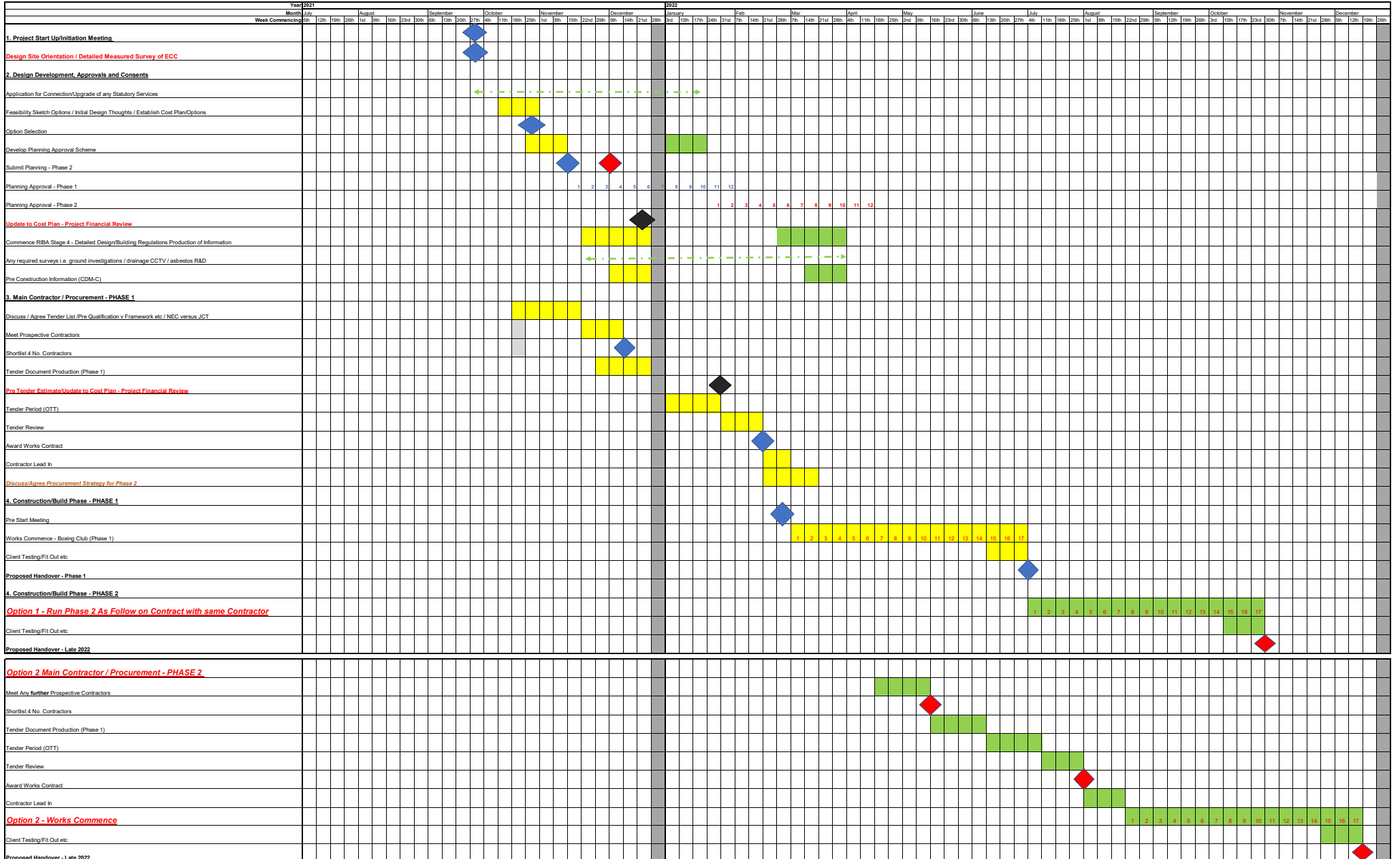
## Appendix 6

## Timeline

**Eastside Community Hub  
Whitby Boxing Club (New Build Gym) & Conversion of the Eastside Community Centre  
Programme**

We are here

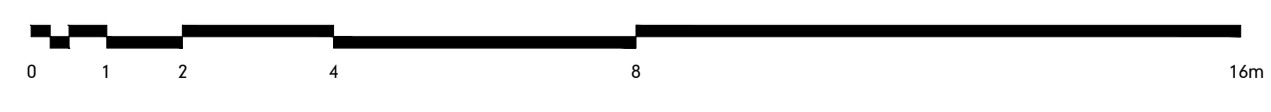
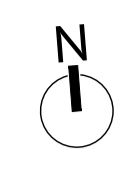
Phase 1  
 Phase 2  
 Phase 1 Milestone  
 Phase 2 Milestone



**Appendix 7**

**Outline plans and 3D Images  
(Boxing Gym & Eastside Community Centre)**

notes  
Do not scale from this drawing - use stated levels and dimensions only.  
If in doubt, contact Williams-Architects Ltd.



02	Notes/Areas added	11oct21
ver	notes	date

**williamsarchitects**

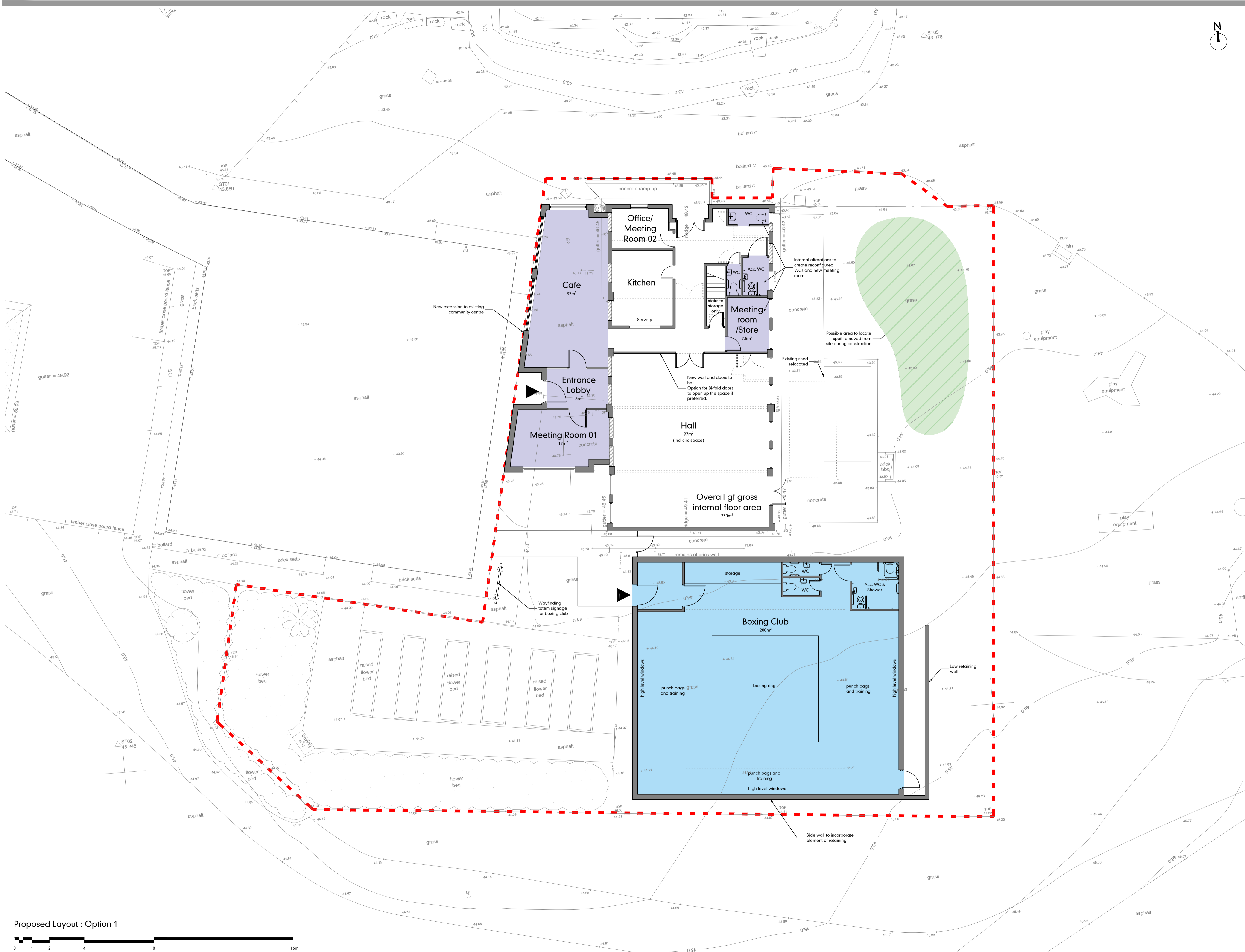
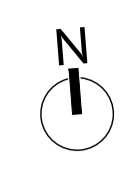
Williams-Architects Ltd  
Studio 7, The Garage Studios  
41-45 St Mary's Gate  
The Lace Market  
Nottingham NG1 1PU  
enquiries@williams-architects.co.uk  
0115 945 5691  
www.williams-architects.co.uk  
Registered in England & Wales, N° 509848

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client	Whitby ABC - Eastside CC	created	05oct21
project	New Boxing Facility	job N°	200804
title	Layout : Existing	scale	1:100 @ A1



notes  
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Proposed Layout : Option 1



02	Notes / areas added	11oct21
ver	notes	date

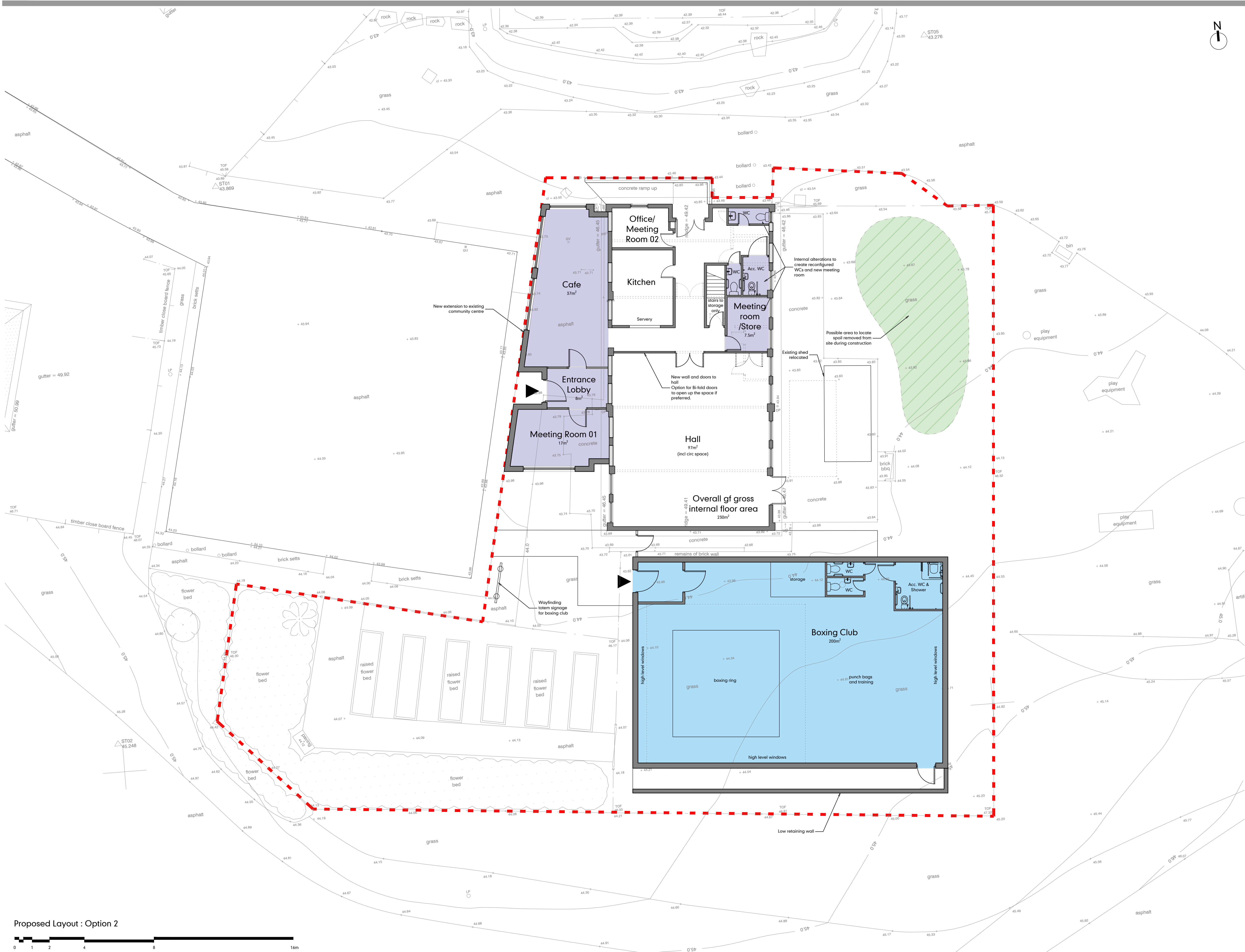
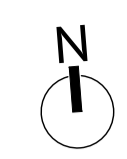
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Williams-Architects Ltd  
Studio 7, The Garage Studios  
41-45 St Mary's Gate  
The Lace Market  
Nottingham NG1 1PU  
enquiries@williams-architects.co.uk  
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client	Whitby ABC - Eastside CC	created	05oct21
project	New Boxing Facility	job N°	200804
title	Layout : Proposed : Option 1	scale	1:100 @ A1

notes  
Do not scale from this drawing - use stated levels and dimensions only.  
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Proposed Layout : Option 2



ver	Notes/Areas added	date
02	Notes/Areas added	11oct21

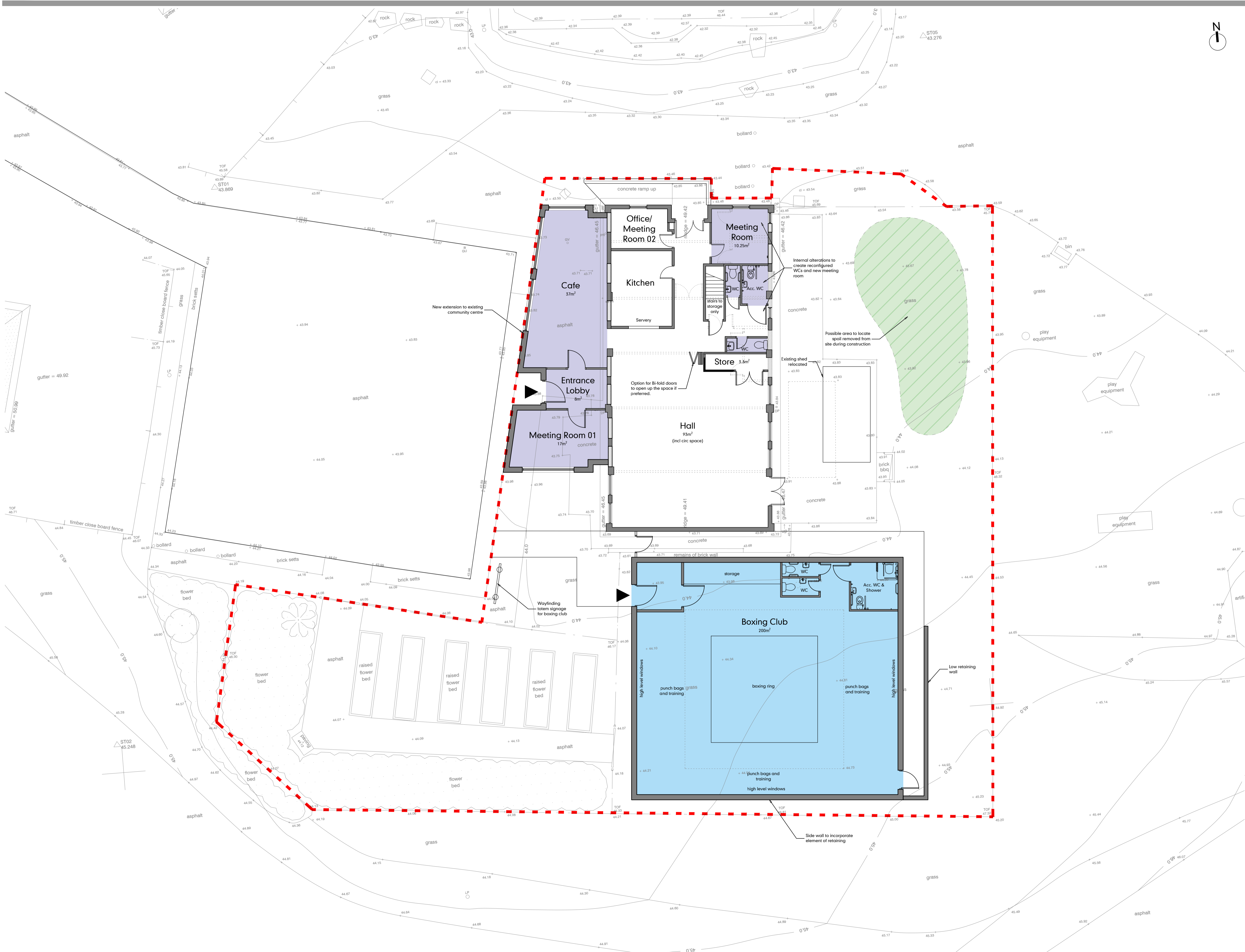
**williamsarchitects**

Williams-Architects Ltd  
Studio 7, The Garage Studios  
41-45 St Mary's Gate  
The Lace Market  
Nottingham NG1 1PU  
enquiries@williams-architects.co.uk  
www.williams-architects.co.uk  
Registered in England & Wales, N° 509848

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client	Whitby ABC - Eastside CC	created	05oct21
project	New Boxing Facility	job N°	200804
title	Layout : Proposed : Option 2	scale	1:100 @ A1

notes  
Do not scale from this drawing - use stated levels and dimensions only.  
If in doubt, contact Williams-Architects Ltd.



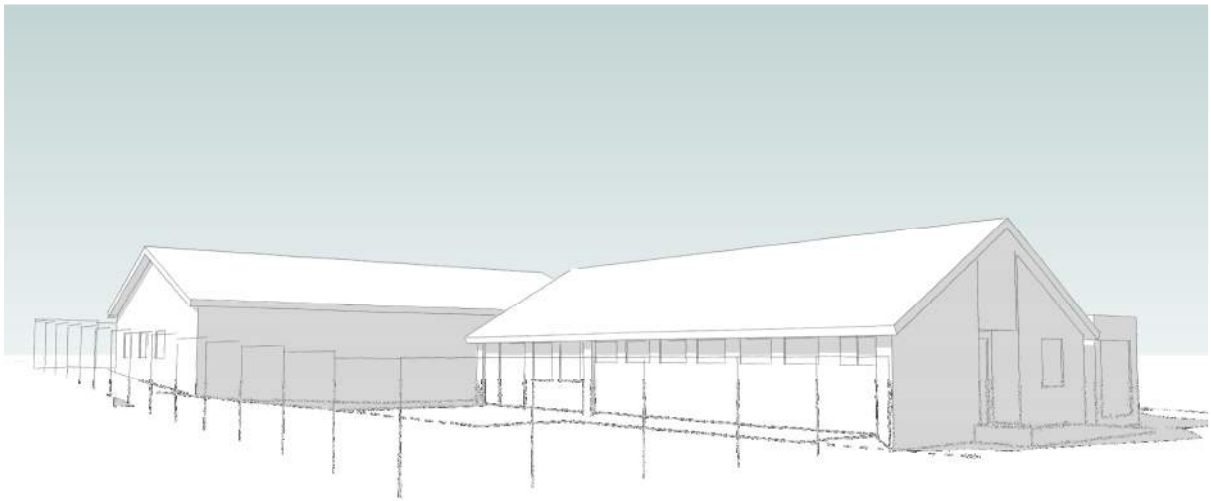
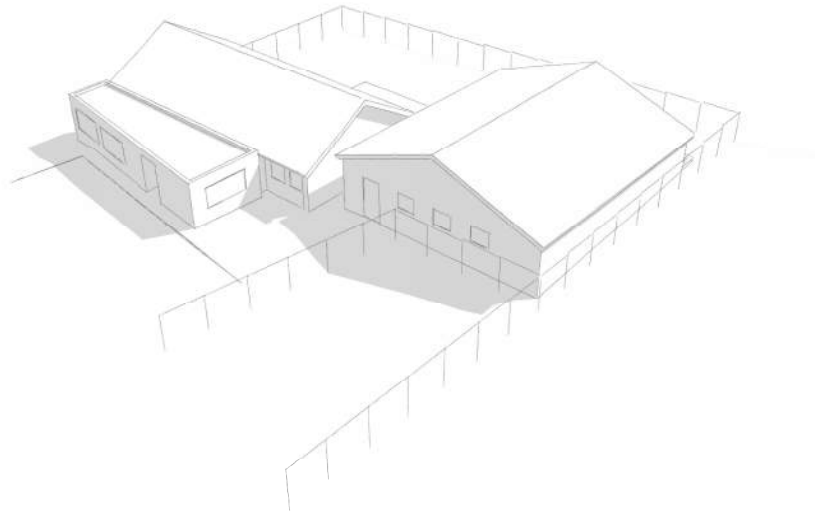
ver	notes	date

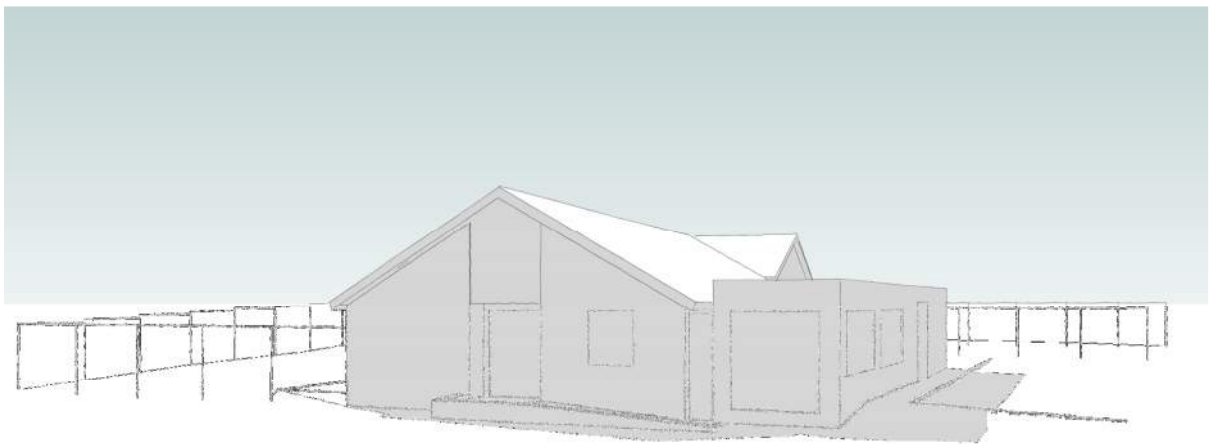
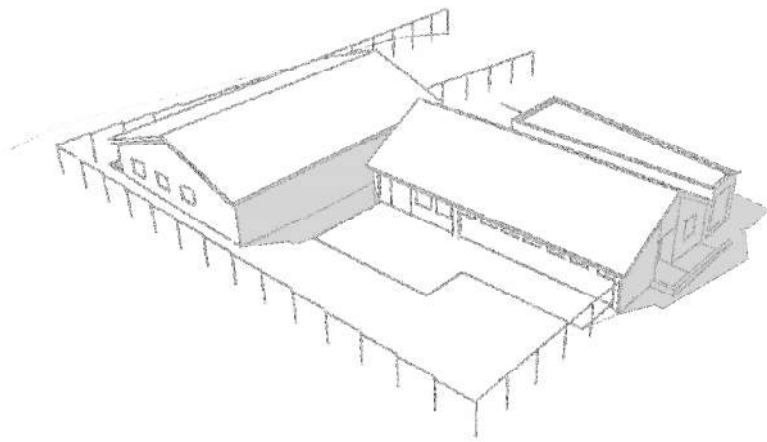


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The Lace Market  
Nottingham NG1 1PU  
enquiries@williams-architects.co.uk  
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client	Whitby ABC - Eastside CC	created	11oct21
project	New Boxing Facility	job N°	200804
title	Layout : Proposed : Option 3	scale	1:100 @ A1







## Eastside Community Hub Communications Strategy



The primary communication between the Project lead, Support Group and Steering group will be via email. WhatsApp is being utilised to ensure Steering group members are alerted to new information and requests for action, sent via email, receive a speedy response .

Stakeholders and User groups will be contacted via email. Facebook will be utilised to enable information to be communicated to a wider. Information will also be displayed on the Community Centre noticeboard.

If the application for Towns fund funding is successful this will be announced at a Christmas community event where the latest plans for the project will be displayed. Acknowledgement of funding received will be promoted in local media and on Facebook.