

4th Oxford Scouts requirements for any agreement to use any new pavilion

SUMMARY

This document has been produced in the light of the plan to build a new pavilion which the scouts would use, with their hut being demolished in the process.

This document sets out the requirements that the scouts have for the legal arrangements that would govern their use of the new pavilion. They add detail to the assurances the scouts have received that the new pavilion will be a like-for-like replacement for the existing hut, that our use of the existing building will be replicated in the new pavilion, that the arrangements will be long term, and that NHPC wish to maintain scouting on the site.

It must be noted that the scouts have not committed to support the eventual planning application, or to use the new pavilion if it is built. The exact level of support that the scouts can offer the current process has been the subject of several meetings and correspondence. In essence, we do not wish to interfere with the opportunity to redevelop the new pavilion, but the scouts preference is to renew the lease on their hut. Without strong guarantees as to the legal arrangements relating to the new pavilion, the financial burden on the scouts, and the further improvement of the design, the scouts take the view that the new pavilion project will be detrimental to the scouts and cannot be supported.

The executive committee of the scout group (its trustees) have a duty to ensure that scouting could continue in the new pavilion as it does now, and that this will continue into the future. We have a duty to protect the scout group so that it will continue to exist, providing scouting to the local community, in the long term. We need to protect the ability of the scout group to grow to meet the needs of the increased numbers of children in the community. We cannot agree to proposals that risk causing the scout group to be unable to operate as effectively in the future, whether on various practical levels, or financially.

It is the strongly held view of the scout group that keeping our own hut, which we have operated from for many years, is both the best way to ensure the day to day operation of the scout group, and the best way to secure its long-term future. It is also the best way to provide the detail to the assurances we have been offered.

The obligations we set out below are an attempt to put into the terms of legal rights and obligations the necessary elements of our use of the scout hut that enable the scout group to thrive. Nevertheless, they provide significantly less to the scout group than we have had by occupying our hut. They provide us with no ability to use the new pavilion to fund raise – at the moment we are free to let other groups use our hut whenever is convenient to us, and at minimal cost – it is envisaged that these fundraising activities would have to compete with other users of the new pavilion and there would be a charge to the scout group which would need to be offset by the fund raising activity itself. We will also have less indoor storage and less convenient access to our storage – at the moment significant space is taken up storing items that are used at section meetings, and it is easily accessible during those meetings and at other times, which is not replicated in the new pavilion or the plans for how it is to be used. There is also no facility for the preparation and maintenance of kit that is undertaken at times convenient to leaders in the run up to and following e.g. camps and expeditions. We would expect any legal agreement to offer the scouts the ability to carry out the above activities, though the details of those are not set out below.

The detailed issues we have with the current plans and how they make the use of the building difficult will be provided in another document.

Taking an overview, the new pavilion would be managed and maintained by pavilion trustees not the scout group trustees, and we would have no control over their decisions, despite the scout group being by far the largest and most frequent user of the hall – this change risks introducing disfunction into how the scout group can continue to operate, and it is feared that it will be to the disadvantage of the organisation. There will be a central conflict of interest between the scout group and other users who may well feel that the priorities promised to the scout group are an unfair occupation of a promised 'community' space – unless that conflict is managed within the legal arrangements governing how the new pavilion is managed, it is likely to cause difficulties for all parties and we have a particular concern for its ability to impact on the scout group.

The legal rights we set out below appear to us to be a necessary minimum to give the scout group a chance to function effectively if it were to move to the proposed new pavilion.

In summary, what the scout group would require are as follows:

- Priority rights of access to the main hall on week nights, and at some other times for other activities.
- That the space itself works for the scouts.
- That the costs of using the new pavilion will be affordable and will continue to be affordable.
- That the agreement is long term.
- That the management of the hut has as one of its purposes ensuring the scout group is fully able to use the new pavilion.
- That the agreement is enforceable against the NHPC and the pavilion trustees and has value to the scouts in the event it is breached.

LEGAL AGREEMENT

We set out below in more detail the minimum legal rights the scout group would need. In our view, these are no more than add detail to the assurances we have received.

Use of the main hall

Priority use of the hall on a regular basis

(1A) Priority use of the main hall Monday/Tuesday/Wednesday/Thursday/Friday from 4.30pm to 10.30pm.

The basis for these days is we currently use our hut on all those nights each week except Wednesday.

The basis for the timings is that though we currently use the hut for regular meetings between 6.00 pm and 9.00pm (depending on the night): (a) we use it for 30 mins before and after each session (b) the day of each session can change due to change of leader (who are all volunteers) (c) we have the demand to open a second section for beavers and cubs we just need the leaders (and presumably scouts will double in time), and to accommodate that may require using Wednesdays and/or doubling up on certain days (we recently visited Chipping Norton who have multiple sections and a beavers starting at 5pm followed by cubs or scouts at 7pm), (d) it is necessary to hold leaders' meetings and exec meetings which are currently held in the hall after some section meetings.

Payment for use of the hall

(1B) The only payment the scout group will be required to make for its use of the new pavilion is for the time we use the main hall (or other interior space) in the new pavilion. There will be no additional charge for storage (internal or external) or use of the outdoor space allotted to us.

The basis for this is that the scout group needs to know in advance what its liabilities are likely to be.

Coordination with other users

(1C) The reciprocal of (1A) and (1B) is that the scout group will provide sufficient notice to the pavilion trustees of the dates and times we will not be using the building so that it is available to be hired to others.

The scout group would propose that it will provide (a) four week's notice of any change to the regular hours of weekly repeated use (such as the hours each section currently use the hut on any day, week after week), (b) one week's notice of any day when a section will not be using the hall during one of its regular time slots.

Priority use of the hall on other occasions and coordination

(2A) Priority use of the hall or another room of appropriate size for a period of up to two hours after a regular section meeting.

The scout group propose that two weeks' notice of such a requirement should be given by them to the pavilion trustees.

The basis for this is that the scout group will need to use the hall for additional meetings (e.g. leaders' meetings, exec committee meetings, meetings with parents).

(2B) Priority use of the main hall for a complete week end three times each term, given eight weeks' notice.

The basis for this is that the scout group occasionally use the hut at weekends for sleepovers and other activities such as JOTA, and we would need access to the new pavilion to do this in the future, and must take into account the group's likely expansion.

Definition of 'main hall'

(3) Reference to 'main hall' above includes all the areas of the building used by the scout group on any occasion when it is using the large group space envisaged in all plans to date. It includes a space that meets high safeguarding standards such as by providing independent access, fully separable toilets, kitchen facilities, and break out room, all of which can be isolated from other users and the general public. It also includes sufficient interior storage, sufficient exterior storage, and the proposed outdoor space for activities such as fire lighting and erecting tents.

Costs

(4A) A guarantee that the costs to us of the use of the new pavilion will be both affordable and in line with the current costs to us of using our scout hut.

(4B) This needs several elements:

(4B.1) a maximum hourly rate that can be charged, somehow linked to inflation;

(4B.2) reduced rates where the numbers of members of any section paying subs is reduced, so that the use of the new pavilion is feasible and not prohibitive for small numbers of beavers/cubs/scouts/explorers.

The basis for this is that the current charges are 3 to 4 times as much as we currently spend for the use of the hut (essentially utilities, because rent is a peppercorn). Maintenance is

funded by practical help from parents and donations/fundraising (as would any renovation of the existing hut if our lease continues). The rates in the proposed draft business plan are not affordable, and when the numbers of beavers/cubs etc reduces (as always happens, followed at some point by an upturn) the cost will have to be borne by fewer children, so the cost will be even more unaffordable - the group will inevitably become financially unsustainable, and because it can only start with small numbers, before growing further, the cost of starting up again will be prohibitive.

Further, the scout group will not have an asset to hire out to pay for the upkeep of the hut and the costs incurred whilst sections are brought up to strength. This is an option for the group at the moment, and which enables a small section to be financially viable. It is considered by the scout group that it is not appropriate to have to fundraise for day to day costs of using the new pavilion, as opposed to renovation costs or kit purchases and other one off expenses - the cost of use of the pavilion must be affordable whatever the size of the section using the hall.

Other matters

(5) A permanent board on the front of the pavilion building or at the boundary with the road (at our discretion) of up to 3m x 2 m to advertise the scout group's presence on the site.

(6) Permanent boards of adequate size and construction in the entrance hall and in the main hall for use of each section, for providing information and art including displaying notices and adverts and records of activities undertaken, for the scout group to see, and also for the wider community to be shown the scout groups' activities.

(7) Any other fixtures required for us to carry on and support our scouting, such as those that enable us to have a flag whilst the meeting is happening.

Duration of the agreement etc

(8) The minimum duration of the agreement to use the pavilion needs to be for a similar period of time as the existing lease (20 years), with similar rights to renewal on expiry. Essentially, the scouts should have the right to renew the agreement unless the site is replaced by a building with a wholly different use.

(9) If the 4th Oxford Scout Group as a legal entity ceases to exist, the rights under the agreement pass to the Scout Association (as with the existing lease).

Effectiveness of the agreement

(10) The governing document of the pavilion trust needs to be amended (or replaced) so that the pavilion trustees in their operation of the new pavilion have an obligation to provide a space that enables full, functional and affordable scouting on the site.

The basis for this is that it is no more than currently exists with us holding a lease of the existing scout hut: we have a building that enables full, functional and affordable scouting.

Without this, and with the pavilion trustees having an obligation to provide for the whole wider community, if the scout group need a reduction in fees for a period to enable a smaller group to survive or to start up a section after a period of it not operating, the pavilion trustees could well choose to refuse the request and could well legally be required to refuse our request so that a better funded user could use it instead. The pavilion trustees would have to do this because it would enable a broader use of the site and provide a higher income to the trust.

That possibility would directly conflict with and interfere with the promise we have from the NHPC for priority use of the new pavilion (with the youth club) and a 'like-for-like' replacement of our hut. That possibility also seems inevitable if the scout group were to use the new pavilion over extensive periods of time, when no doubt much of the wider community would prefer access to its own building itself at those times.

Because the existing pavilion will be demolished, and an entirely different building put in place to provide for significantly different usage (in particular the new users being the scout group), it is difficult to see why the management of that new and different building should be carried out by the existing pavilion trust, or with an unaltered governing document.

(11) The pavilion trust needs to be bound by the rights of priority use agreed between the scout group and the NHPC as set out above at paragraphs 1 to 10.

The basis for this is that it is necessary, and no more than the scout group currently has through its lease.

(12) The pavilion trustees need to be obliged to ensure that the hire of the pavilion to other users will not interfere with the use of the spaces used by the scout group.

The basis for this is that it is necessary, and no more than the scout group currently has through its lease.

(13) The scout group needs to be able to nominate a person who will have full access to meetings of the pavilion trustees and all other discussions that have an impact on the scouts use of the new pavilion, including written records of these meetings/discussions. We need the right to make submissions to meetings of the trustees.

The basis for this is that it will be possible for the operation of the new pavilion and decisions made by the pavilion trustees to impact on how the scout group can use the building. The scout group will need to be informed of discussions and decisions and be able to contribute to those. It needs a means to monitor that its legal rights are being upheld.

The suggestion made by others in discussions with the NHPC, that a member of the scout group become a trustee, is inadequate to protect the interests of the scout group and inconsistent with its interests. This is because as a trustee of the pavilion, that individual will owe their duties to the pavilion, not the scout group. Also, decisions of the trustees will be taken by majority, so any stance taken by the scouts could be outvoted. Providing for the scout group to provide one trustee, as a means of protecting its interests, gives the scouts no security at all.

(14) NHPC need to provide a legally enforceable guarantee of all the above rights and obligations.

The basis for this is that it is no more than currently exists by us holding a lease of the existing scout hut. If the guarantees and related rights are not legally enforceable and do not provide adequate compensation to the scout group in the event of a breach, it has reduced (if any) value. However, the existing rights over the hut have genuine value to the scout group.