

FULL COUNCIL

WEDNESDAY 14th JULY 2021

PARTNERING AGREEMENT WITH MELVILLE CENTRE FOR THE ARTS CIC

1. PURPOSE OF THE REPORT

- 1.1 To discuss and approve Town Council multiyear financial support to Melville Centre for the Arts Community Interest Company (MCA CIC)

2. BACKGROUND

- 2.1 The Town Council has entered into a number of multiyear agreements with organisations that the Council considers offer significant benefits to residents and contribute to the Monmouthshire PSB Wellbeing objectives.
- 2.2 Organisations currently subject to a partnering agreement are Monmouthshire Citizens Advice, Mind Monmouthshire, Abergavenny Community Trust, Abergavenny Community Enterprise Partnership and Abergavenny Food Festival.
- 2.3 Continued funding is subject to submission and approval of an annual report.
- 2.4 With all these organisations (except the Food Festival) a Town Councillor sits on the management board as an observer which helps strengthens links and understanding between parties.

3. PROPOSAL

- 3.1 The Melville Centre used to be called the Drama Centre from which, from 1979, Theatre in Education (Gwent) Ltd provided drama classes in the LEA schools across Gwent. The Centre takes its name from Melville Thomas who originally brought youth theatre to the venue in 1971 when Abergavenny's former Grammar School closed. The theatre was built by public subscription in the main building in 1978. The site, now Grade 2 listed, is in the ownership of Monmouthshire County Council. MCA CIC liaises closely with Dance Blast and Careers Wales who lease premises on site.
- 3.2 The origins of the MCA CIC date back to 2014 when a working group was set up to rescue the Theatre in Education (Gwent) Ltd. It had lost its Arts Council for Wales funding and MCC had given notice of a gradual withdrawal of their funding too. When MCC made the site available for community asset transfer in 2016 members of the working group registered MCA CIC as a company to be able to make a bid for Community Asset Transfer for the whole site. MCC accepted their expression of interest and the proposal that the site should become a Centre for the Arts for the Community.

- 3.3 Sadly, for financial reasons TiE(Gwent) Ltd terminated its lease in February 2017. In March 2017 MCC provided MCA CIC with a Lease to Manage the site and since this time the Centre has been run on a voluntary basis by MCA CIC. Until Covid intervened in March 2020, it delivered a quarterly programme of participative and audience events and classes including youth theatre, hosting Abergavenny Film Society, Black Mountain Jazz, Suitcase Theatre Company, Rareseed Youth Theatre Company and the Arts Council for Wales sponsored diverse drama group: Blodeuo. By March 2020 footfall was approaching 10,000 p.a. (4,000 attributable to Welsh classes alone). Turnover for the year was just under £40K.
- 3.4 The Melville CIC has a board of six who meet monthly for a board meeting but have additional sub group meetings in between. One subgroup undertook community consultation online and via focus groups in the November lockdown, with the 260 respondents confirming the overwhelming popularity of the proposals for a low cost, low barrier arts centre. Another subgroup is concerned with accessing funding and support for the major project to restore and develop the whole site, externally and internally, as a Centre for the Arts, to ensure its longterm sustainability and use by the community. Much preparatory work has already been undertaken.
- 3.4 The Project has two phases. Phase 1 will include securing funding, in the region of £80K, for a scoping exercise, for the site surveys, outline plans and estimates for Phase 2: the development of the site. Funding applications for Phases 1 and 2 will be made to several organisations including to the National Lottery Heritage Fund and the National Lottery Community Fund. The application for Phase 1 funding will be submitted in 2021 and, if successful and Phase 1 funding is available in 2022, the application for Phase 2 will then be made in financial year 2022/23. (MCA CIC has just received a small grant to access a consultant's advice on fundraising for this project.)
- 3.5 However, the day to day business of running the Melville continues in addition to the work required to prepare funding bids. On a daily basis MCA CIC takes some site management responsibility for MCC's business tenants, Careers Wales and Dance Blast, and is now taking routine room hire and theatre bookings again. Its autumn programme is in construction. MCACIC has been successful in securing Arts Council for Wales funding for projects and events and hopes to continue to do so. There are many responsibilities associated with running a centre which are taking focus of Board members away from their strategic responsibilities and the process of securing major funding for site development.
- 3.6 To this end, Moondance Foundation funding of £15,600 has been secured for a Centre Manager for 12 months (job description in appendices). This is subject to the remaining 50% being secured and MCA CIC is seeking the

matchfunding from the Town Council for 12 months and provisional approval for the full amount for the second year. Employing a Centre Manager to run the centre, secure activity funding and organise a programme of events and activities will free up the directors to secure the long term future of the centre. The plan is for the Centre Manager, with the support of the Director for Fundraising, to apply for funding for the second year of the Centre Manager's appointment, to minimise the amount requested from the Town Council.

- 3.7 Longer term, when a grant has been secured for the surveys et al, then MCC and MCA CIC will enter a lease arrangement. At this time MCA CIC will be responsible for the whole site and majority of overheads but will retain any rent from Careers Wales and Dance Blast and the income from room hire and the activities it delivers or commissions.
- 3.8 In anticipation of taking on a lease and all the overheads, MCA CIC has received an energy audit. One of the recommendations is to change the lighting in the rooms (not theatre at this stage) to LED This will be at a cost of £7000. MCA CIC is seeking Town Council funding to make this change to LED lighting.
- 3.9 In summary, Melville Centre for the Arts CIC is seeking the following funding. The 2021/22 amount would be funded from reserves, the 2022/23 and 2023/24 amount would be factored into the budget setting process.

2021/22	2022/23	2023/24
£9,000 Centre Manager (7 months match funding) £7,000 LED lighting	£6,600 Centre Manager (5 months match funding) Provisional Centre Manager employed for a second year (7 months in full £18,200)	£13,000 (provisional 5 months in full)
£16,000	£24,800	£13,000

- 3.10 A partnering agreement has been prepared in association with the MCA CIC which can be found in the appendix. MCA CIC will be required to report against deliverables on an annual basis.
- 3.11 Members will note that the amount requested is higher than support given to other organisations listed in paragraph 2.2. Members may wish to commit to matchfunding the Moondance Foundation funding which will enable a Centre Manager to be employed for 12 months and request that the trustees submit a further request for a second year of employment of a Centre Manager in summer 2022 when it will be clear whether additional funding has been secured.

- 3.12 Alternatively, members may wish to agree the provisional funding at this time as it will enable the provisional amount to be incorporated into the budget setting process later this year with a likely increase in the precept.
- 3.13 Members may also agree to limit the Town Council's commitment and not fund the LED lighting in 2021/22.
- 3.14 MCA CIC would welcome a Town Council representative's attendance at MCA CIC board meetings (other than during 'exempt matters') to strengthen the relationship between both parties. The Town Council representative would not have voting rights and would attend as an observer.

4. RECOMMENDATIONS

- 4.1 To agree the partnering agreement and funding as set out in para 3.9
- 4.2 To nominate a Councillor to attend MCA CIC Board meetings as an observer.

APPENDICES



The Melville Centre for the Arts

Centre Manager Job Description

This is an exciting opportunity for an individual with a background in the arts and with proven managerial skills to help to steer The Melville Centre for the Arts into the next stage of its development. The Centre Manager will work closely with the directors to deliver a diverse round the year programme of participative and audience events promoting Welsh culture, and to provide a safe, excellent, and inclusive customer experience for all users of the site

Main duties and responsibilities

Duty Management

To act as principal duty manager for the organisation, including working at key times through the week, weekends, and evenings

To take responsibility for the security of the site, operating the alarm system when entering and leaving the building

To be the primary point of contact for the Centre's business tenants, the public accessing the Centre, and to provide a consistently high standard of customer care

To supervise staff and volunteers to ensure that they observe our operating procedures, legislative requirements, and customer service standards

To manage ticket sales for the theatre, both online and 'on the door'

To be responsible for floats and cashing up when on duty

To liaise with the relevant Director over financial reporting, and ensuring that internal financial control systems as set out by the MCA CIC are adhered to

To risk manage and manage fire safety and health and safety requirements including routine checks, ensuring that all areas of the building are clean at all times, and that all escape routes are fully accessible

To take on the role of Fire Marshal as required (training provided as necessary)

To facilitate the timely, effective, and safe delivery of events including theatre performances

Operational

To construct and timely disseminate the quarterly events programme

To line manage the volunteers and part time building caretaker: their recruitment, training, and appraisals and to ensure that their behaviour, conduct, and appearance is appropriate at all times

To be responsible for staff and volunteer rotas to ensure that the building is sufficiently staffed at all times

To ensure the facilitation of excellent communication within the team, liaising with the directors as necessary to ensure the safe and smooth running of the building and events

With the relevant directors, to organise consultation with the community and events such as conferences, workshops, exhibitions, classes, and, in the theatre: film screenings, talks, concerts, and shows, ensuring that health and safety, fire safety and licensing regulations are adhered to, and relevant personnel briefed

To set up rooms and spaces for meetings and events and to ensure that at all times the building is secure and maintained to the highest standards

To oversee building usage including the operation of the online room booking system

To support the relevant director in the ongoing updating and development of the website

To support the relevant director in marketing the programme of audience-based events and in marketing space hire, including rooms and exhibition space

To support and encourage participation in the volunteers programme

Hires

To work closely with the relevant director to deliver the commercial hires strategy

To help maximise income in the hires and conferencing business and to manage the day-to-day delivery of the hires business, meeting customers on site as necessary

To respond to enquiries, keep the hires database up to date, issue booking forms, manage invoicing, liaise with the Company Secretary re income received/outstanding and to be responsible for the logistical planning for all meetings including effective communication with directors and other relevant team members.

Building Management

To report building maintenance and repairs required, proactive and preventative, to the relevant director, and maintain and manage theatre equipment liaising with the relevant director

To support the relevant director with the schedule of contractors' works, consulting the in-house Asbestos Register as required. This also includes ensuring that regulatory inspections are up to date and in house testing is completed in a timely manner

To ensure the caretaker's cleaning schedule is carried out, identifying any additional caretaking tasks as they arise and signing off the caretaker's time sheets

To ensure the security of the Centre and its resources at all times including being an emergency key holder

To ensure that at all times the Melville Centre for the Arts CIC maintains the highest standards of safety, presentation, and cleanliness

Health & Safety and Licensing

To ensure the safe day-to-day operation of the Centre via the effective management of staff, volunteers, and contractors, in line with appropriate legislation, policies and procedures

To ensure that all policies, procedures, and risk assessments are both disseminated effectively to staff and adhered to at all times

To co-ordinate the induction and training in health and safety, safeguarding, emergency procedures and general building awareness of staff and volunteers

To support the relevant director to update existing risk assessments and risk management plans, policies, and procedures and to assist with periodic reviews of these

To be fully conversant with the conditions attached to the Centre's operating licences including the premises licence and to ensure that these are current and strictly adhered to, in liaison with the relevant director. (PLH training will be provided)

To maintain first aid cover through staff by ensuring that regular training and refresher courses are undertaken, ensuring that a first aider is on duty at all times, and that the first aid boxes are kept stocked and accessible

Ensuring the sustainability of the Melville Centre for the Arts

To liaise with the relevant directors to develop and support the sustainability of the Centre and its environment, assisting with fundraising and grant applications, and introducing and implementing new strategies and income streams as appropriate

To assist the achievement of MCA CIC's annual environmental targets, to promote them and encourage customers to support them

To suggest ideas to help increase the Centre's commercial activity and the improvement of existing commercial activities

To liaise and communicate with the Melville's fundraisers, friends and subscribers and contribute to the Melville's quarterly newsletter

NB The duties may vary from time to time without changing the nature of the post or the level of responsibility and the post holder may also be required to carry out any other duties appropriate to the grading of the post

About You...

Your skills, knowledge, and experience

At least three years' experience in a theatre management role is desirable together with the passion to actively participate in the creative development of the Melville site

Experience of training and development at work including management development, people management, financial management and IT

Substantial experience of building management, managing contractors, obtaining quotes, and ensuring best value for money

Experience and thorough working knowledge of health and safety, safeguarding, fire safety, licensing for public buildings and arts venues

Experience of line managing staff including supervision of employees and teamwork

Experience of delivering and administering room hires and conferencing

Evidence of continuing professional development and professional self-management on a day-to-day basis

Strong organisational skills

Excellent customer service skills

Aptitude for short- and long-term logistical planning

Strong verbal and written communication skills

Interest and / or experience in commercial income generation and a head for figures

The ability to speak Welsh is desirable although not essential. However, you should have a commitment to learning 'Welsh for the workplace'

Your qualifications

3 'A' levels or equivalent and a minimum of GCSE in English and Maths

Hold the ECDL or equivalent in IT

A degree would be desirable but is not essential

First aid in the workplace is desirable. However, you should have a commitment to undertaking First Aid training

PLH certification desirable but not essential

Your style and behaviours

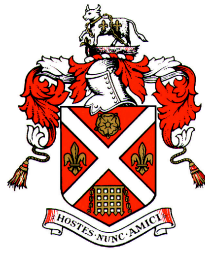
Your approach at work needs to mirror our vision and values

For this role, the following characteristics are required:

- A passion for the arts and creativity
- A desire to help put the Melville Centre for the Arts on the cultural map and to set the standard for excellence in the visitor experience
- A love for working with people, for working in an inclusive environment, for protecting the environment
- Enjoyment in working as a manager and helping others develop skills and confidence
- Commitment to your own training and self-development

DATED July xx 2021

ABERGAVENNY TOWN COUNCIL



and

Melville Centre for the Arts Community Interest Company

PARTNERSHIP AGREEMENT

for the development of Abergavenny's Centre for the Arts

AGREEMENT

DATED: July xx 2021

BETWEEN:

- (1) **ABERGAVENTNY TOWN COUNCIL** of Town Hall, Cross Street, Abergavenny (the “**Council**”).
- (2) **Melville Centre for the Arts CIC** of 3 - 5 Pen y Pound, Abergavenny NP7 5UD (“**MCA CIC**”)

PARTNERSHIP AIMS

- (A) Abergavenny Town Council has statutory duties under the Well Being of Future Generations Act and has identified a number of organisations that can help the Town Council fulfil their duties. MCA CIC is one such organisation.
- (B) The directors of MCA CIC seek active community focused partners 1) to help ensure the sustainability of the Centre, 2) to help provide evidence to grant making organisations that the emerging plans for development of the Melville site as an Arts Centre have been shaped by community consultation, 3) to support the Melville in its journey to become a community asset, yielding social and economic benefits for the area, and 4) to help MCA CIC operate at significantly less cost to the environment than at present.
- (C) TMCA CIC will help the Town Council address its aims in identified priority areas which are children & young people, the challenges of demographic change and protecting and enhancing the natural environment. MCA CIC will work with the Town Council to increase the number of low cost, low barrier, environmentally friendly events and activities available for young people at weekends and during holiday time.

1 PARTNERSHIP SERVICES

- 1.1 During the Term of this Agreement, the Council shall provide capital and revenue funding to support the work of the Company as set out in Annex 1.
- 1.2 The Company is to take appropriate steps to ensure value for money when letting contracts and that appropriate management arrangements are put in place to ensure that the quality of work is to a specified standard.
- 1.3 The agreement is to incorporate:
 - 1.3.1 Funding to invest in energy efficiency/energy generating measures which will result in reduced energy consumption and a lower carbon footprint.
 - 1.3.2 Funding for the employment of a Centre Manager for 2 years

2 DELIVERABLES

- 2.1 MCA CIC is to deliver against the four Monmouthshire PSB Well-Being Objectives and the Town Council Strategy & Action Plan. Details of deliverables are set out in Annex 2.

3 TERM AND TERMINATION & INDEMNITIES

- 3.1 Subject to circumstances requiring earlier termination in accordance with its terms, this Agreement shall commence on the 2nd August 2021 and shall continue until 31st March 2023 with the option of an additional year of funding until 31st March 2024.
- 3.2 This agreement may be terminated at any time by either party giving at least 12 months' clear written notice to the other party.
- 3.3 There will be a review point every 12 months during the term of this agreement.
- 3.4 MCA CIC should notify the Council at the earliest opportunity should the Company be considering closing down the project or that the project is in financial difficulty. This would enable the Council to consider its options regarding future funding.
- 3.5 MCA CIC should have in place appropriate insurances which includes public liability insurance. The Company has sole responsibility for dealing with any claims from accidents or other events resulting in loss or injury even if the activity was partially funded using Council funding.
- 3.6 MCA CIC will have in place a safeguarding policy and will ensure that this policy is adhered to in the delivery of services and is periodically reviewed.

4 PAYMENT

- 4.1 The Council will contribute £16,000 towards staffing costs and installation of LED lighting in 2021/2022 following the signing of this agreement.
- 4.2 Thereafter the Council will pay the annual sum as set out below in two instalments; the first instalment in May and second instalment in October. Future year payments will be subject to satisfactory annual review.

2021/22	2022/23	2023/24
£9,000 Centre Manager (7 months match funding) £7,000 LED lighting	£6,600 Centre Manager (5 months match funding) Provisional Centre Manager employed for a second year (7 months in full £18,200)	£13,000 (provisional 5 months in full)
£16,000	£24,800	£13,000

5 VARIATION TO THE AGREEMENT

- 5.1 Should either party wish to discuss a significant variation to the agreement, representatives shall meet to agree such variations. Significant variations will be added to this Agreement as supplementary appendices.

6 PERFORMANCE MANAGEMENT

- 6.1 As a minimum the Council and MCA CIC will meet annually. This will involve a visit to the Melville Centre to receive a presentation from the directors. The performance measures are set out in Annex 3.

- 6.2 The Board will produce an annual report of progress against these performance measures. One week before the annual meeting between Abergavenny Town Council and MCA CIC, this MCA CIC report will be forwarded to the Town Clerk for circulation.
- 6.3 It is important for partners to be open and transparent to aid greater understanding. MCA CIC's Annual Report will form the basis for any changes to the deliverables for the coming year.
- 6.4 During the year, copies of MCA CIC newsletters and MCA CIC reports on partnership activities should be circulated to the Town Clerk for circulation to all Councillors.

Partnership Meetings

- 6.5 Both parties are able to request that a partnership meeting is convened. This could be to discuss and explore potential issues or new proposals. Both parties are encouraged to view this as a meaningful partnership, with both parties wanting the same outcomes.

7 RESOLUTION OF DISPUTES

- 7.1 If there is a dispute between the parties concerning any matter arising from or in connection with this Agreement, the parties will use reasonable endeavours to settle the matter in accordance with the dispute resolution procedure set out below.
- 7.2 Any dispute which has not been resolved between the Nominated Representatives (to be nominated by the Town Council at the May Council meeting) within fourteen (14) days of the matter being raised, may be escalated by either party to the Chair of the Board of Directors and Full Council Committee by notice in writing.

8 PUBLICITY

- 8.1 MCA CIC will acknowledge the support of the Town Council, using the Abergavenny Town Council crest with appropriate prominence whenever possible on their website, social media, printed materials etc.

Signed on behalf of Abergavenny Town Council) Signature:

By Name:) Date:

Signed on behalf of Melville Centre for the Arts CIC) Signature:

By Name:) Date:

ANNEX 1

PARTNERSHIP FUNDING

2021/22	2022/23	2023/24
£9,000 Centre Manager (7 months match funding) £7,000 LED lighting	£6,600 Centre Manager (5 months match funding) Provisional Centre Manager employed for a second year (7 months in full £18,200)	£13,000 (provisional 5 months in full)
£16,000	£24,800	£13,000

ANNEX 2

DELIVERABLES – pandemic permitting

Give Children & Young People The Best Possible Start in Life

MCA CIC will deliver

- a minimum of 10 low cost/low barrier events or activities for young people under 18yrs per annum including at least 4 events in the school summer holidays for young people
- at least 4 events per annum for young children (under 5 yrs) and their families
- (as a result of increased staffing capacity) additional fundraising to support young people's access to engagement in events and activities of their choice associated with the Arts.

Address the challenges of demographic change

To reduce social isolation MCA CIC will:

- provide a programme of 12 coffee mornings in the café bar with at-cost refreshments.
- provide a programme of 12 free facilitated, art/ writing/play or poetry reading sessions, with materials and at-cost/own refreshments 10am – 12pm - for people in the community to enjoy being creative in a space (or spaces) shared with others.

Promoting Active Citizenship

MCA will

- provide increased volunteering opportunities and well coordinated volunteer activity.
- provide increased access to training for volunteers
- increase support to volunteers.

Communities and businesses to be part of an economically thriving and well connected county

MCA CIC will

- continue to buy local and to build working relationships with local tradespeople & suppliers.
- provide opportunities for local businesses and freelancers to support community activities in the Centre, for example providing services on a pro bono basis
- work with higher education and further education institutions to identify career pathways into the arts, and, as appropriate, encourage local businesses to consider providing work experience opportunities in the arts for local people.

Protect & enhance our natural environment & minimise the impact of climate change

MCA CIC will

- Support the enhancement of biodiversity & pollinator-friendly species in the Centre's green spaces.
- Increase the overall planting of the Centre's green spaces, to include the planting of trees (target p.a. tbc).
- Fundraise for the implementation of energy saving measures to reduce the Centre's carbon footprint
- Encourage active travel to the Centre and install more cycle racks as demand increases
- Keep raising our sights as we (MCA CIC) set our annual E&S targets (as required by our Environmental and Sustainability Policy) and draw visitors' attention to our targets
- Encourage best possible recycling of waste at the Centre.

ANNEX 3

PERFORMANCE MEASURES

The annual report will include the following measurements.

- Number of coffee morning visitors
- Number of individuals participating in creative arts sessions
- Number of volunteers and estimate of volunteer hours with a breakdown of age under 26 years and over 26 years
- Sessions of volunteer training undertaken
- Additional funding for youth activities secured
- Number of new working relationships created with schools, further and higher education, local businesses, freelancers
- Environmental improvements achieved

MCA CIC's Annual Report may include case studies to reflect the impact of the MCA CIC's activity on individuals.