

Agenda item:

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Title of meeting: Culture, Leisure and Sport decision meeting

Subject: Hilsea lido

Date of meeting: 10th April 2014

Report by: Head of Transport & Environment

Wards affected: All

1. Purpose

1.1. To update the portfolio holder for Culture, Leisure and Sport on the offering around the Hilsea Lido, to outline a plan for assessing the community benefits and clarifying the role the city council has in supporting the Hilsea Lido Pool for the People Trust (HLPPT), the Trust.

2. Recommendations

- 2.1. That a Community Benefits review of the site is undertaken by council officers on an annual basis.
- 2.2. That the portfolioholder acknowledges the work, identified through the "state of play" document which the HLPPT have undertaken at the Lido and Blue Lagoon sites since taking responsibility in 2010.
- 2.3. That non-financial and enabling support is offered to the HLPPT to maximise the chances of success at the Lido.

3. Background

- 3.1. The Hilsea Lido and Blue Lagoon site is located at the north end of Portsea island adjacent to Port Creek.
- 3.2. The site is owned by the Council and was operated as a facility until 2010 when it was leased, for a peppercorn rent for 99 years, to the Trust.
- 3.3. The lease states that the site must provide a
- 3.3.1. Lido - open air swimming pool, and
 - 3.3.2. Licensed premises (currently the Blue Lagoon) for use as an indoor function room with catering kitchen and bar areas to be available for hire by members of the public for uses to benefit the local community and for private functions within class D2 of the Town & Country Planning (Use Classes) Order 1987.

3.4. The Trust is required to:-

- 3.4.1. Keep the Property in good and substantial repair and condition
- 3.4.2. Redecorate the outside and interior of any Buildings as often as is necessary in the interests of good estate management.
- 3.4.3. Maintain accounts fully and accurately throughout the whole of the Term and to provide copies of the audited accounts to the Landlord within six months of the end of each financial year throughout the Term.
- 3.4.4. Invest all profits from the operation of the Blue Lagoon into the re-opening of the Hilsea Lido Main Pool as an open air swimming and leisure facility and to make the same available for use by the general public in accordance with the terms of the Operating Covenants within 10 years of the date of the lease.

3.5. HLPPT may terminate the lease by giving not less than 6 months written notice.

3.6. The Council may terminate the lease, by giving 6 months written notice if, in its reasonable opinion, the HLPPT fails to:-

- 3.6.1. Make sufficient progress after 5 years towards bringing back into use the Hilsea Lido Main Pool (i.e. September 2015).
- 3.6.2. By the tenth year make Hilsea Lido Main Pool available for use by the general public (i.e. September 2020).
- 3.6.3. Function in accordance with the Tenant's Articles of Association.

3.7. The lease, and various previous Council reports, confirms that the city council acts only as the landlord in relation to the management of the site. In line with other properties which are leased to organisations to operate, the local authority has no responsibility for the management of the Lido or Blue Lagoon facility, nor authority to influence how it is operated, outside of that directed within the lease.

4. Annual Community Benefits review

4.1. Given the innovative nature of the community transfer of the Lido, it is proposed that the Cabinet Member for Culture, Leisure and Sport should review the process ensuring that they are aware of the progress being made on site. This will help to understand the success, or otherwise, of the project as outlined in 3.6 of this report.

4.2. Similar reports are provided on other such locations, such as the Guildhall.

4.3. It is therefore proposed that the relevant services within the Council provide the portfolio holder for Culture, Leisure and Sport with an annual Community Benefits review. This work will be carried out by council officers from the relevant services within their normal duties.

4.4. This review will enable the Cabinet Member to perform an objective review of the facility and the business being operated at the Lido. It is proposed that this review will be done in conjunction with HLPPT and is intended to highlight the positive work being undertaken.

4.5. The scope of the review would include:-

- 4.5.1. The Trust's performance against the requirements within the lease
- 4.5.2. Confirmation on how the Trust is meeting its obligations regarding Health & Safety. Note: responsibility for H&S resides with the HLPPT, but as landlord, the city council has an obligation to ensure that the Trust has the appropriate safety measure in place
- 4.5.3. An assessment of the HLPPT current "state of play" as a cultural offer within the city

4.6. It is not envisaged that this annual review would compromise the lease, and it is not intended to lead to any changes in the arrangements with HLPPT.

4.7. If the Cabinet Member supports this approach, the first review would take place at the end of 2014. This date has been chosen as the HLPPT are currently doing a lot of work to get ready for the summer season and the Council would not want this to distract them from that work.

4.8. It is further proposed that as part of future Community Benefits review HLPPT will be invited to present an update on the current state of play and work being undertaken, similar to the invitation and collaboration with other trusts, such as the Portsmouth Cultural Trust.

5. Current state of play, and plans, from the HLPPT

5.1. A report on the current 'state of play' at the Lido, prepared by the HLPPT, is attached in Appendix A

6. Support available to HLPPT

6.1. When the site was transferred to the HLPPT it was agreed that there would be no on-going revenue support for this facility. It is not proposed to change that arrangement.

6.2. However, the city council could act as an enabler in the following areas:-

- 6.2.1. Encouraging its contractors to provide support to the HLPPT
- 6.2.2. Providing management advice and sharing knowledge, similar to the assistance offered to other charities
- 6.2.3. Providing training, such as that related to the basic pool plant operation and water testing associated to the splash pool
- 6.2.4. Offer materials and equipment that would otherwise be disposed or recycled, if thought to be of benefit (HLPPT to provide a wish list such as noticeboards, safety fencing, plants etc.).

6.3. This support, and its benefits to the HLPPT, will be regularly reviewed by officers and summarised in the subsequent review reports to the Cabinet Member.

6.4. In addition it should be noted that the council currently pays HLPPT approximately £10,000 pa to manage the splashpool which is located in the vicinity.

7. Equality impact assessment (EIA)

7.1. Non-applicable

8. Head of finance’s comments

8.1. This proposal does not appear to incur any financial implications for the Council, other than the time involved in providing management advice and training, which can be met from existing cash limits.

9. Head of legal, licensing & registrars’ comments

9.1. The report raises no legal matters requiring commentary.

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Signed by (Head of Service for Transport & Environment)

Appendices:

Appendix A - State of play report from Hilsea Lido Pool for the People's Trust

The following documents disclose facts or matters, which have been relied upon to a material extent by the author in preparing this report:

Title of document	Location