

This Management Agreement is dated the day of 2010

Between

Oxford City Council of The Town Hall, St Aldates, Oxford OX1 4EY (“the Council”)

and

Crisis UK of 66 Commercial Street, London E1 6LT (“Crisis”)

Whereas

- A) The Council owns premises known as The Old Fire Station (“the OFS”) located in George Street in central Oxford; which it wishes to utilise for the twin purposes of providing education, training and employment opportunities for homeless and vulnerably housed people and for the creation of a facility for artistic professional development and training including an arts exhibition space;
- B) Crisis is an organisation with the objective of reducing homelessness and providing appropriate development opportunities for homeless and vulnerably housed people, and is experienced and expert in providing services designed to achieve this objective.
- C) This document sets out the key terms under which the parties wish the OFS to be operated and managed during the term of this Management Agreement. The parties will also simultaneously enter into an agreement for lease (“the Agreement for Lease”), which will further detail the terms of Crisis’ occupation and use of the OFS, and which will set out the terms of the lease to be granted to Crisis in regard to the OFS (“the OFS Lease”). Nothing in this Management Agreement shall prejudice, alter or amend any provision of the OFS Lease, but the parties are of the view that their entry into this Management Agreement will be useful to further clarify the operation and management of the OFS during the term of the OFS Lease.
- D) The parties acknowledge and agree that neither the OFS Lease nor the Management Agreement will commence until such time as certain redevelopment building works, as detailed in the Agreement for Lease, have been completed within the OFS

NOW IT IS AGREED

Definitions

1. For the purposes of this Agreement, the following words shall have the following meanings:

“The Homelessness Services “shall mean the provision of education, training and employment opportunities for homeless and vulnerably housed people, and a social enterprise Skylight café within the OFS that will be open to the public;

“The Arts Company” shall mean an arts organisation with charitable status created by the Council or any successor or replacement thereto.

“The Arts Services” shall mean the provision of facilities designed to provide opportunities for local artists to obtain professional artistic training and development and a space to showcase their works.

“The Commencement Date” shall mean the Completion Date, as set out in the Agreement for Lease.

All headings are for convenience only.

Any reference to one gender includes all genders.

Commencement and Term

2. This Agreement shall commence on the Commencement Date and shall continue in full force and effect until the termination of the OFS Lease (howsoever such termination occurs). On the termination of the OFS Lease this Management Agreement shall also terminate. During its term, the Management Agreement may be revised or amended by the parties in accordance with the provisions set out in Clause 15 below.

Compliance with OFS Lease

3. Any breach of the Management Agreement by Crisis (which has not been properly remedied in accordance with Clause 7 below) will also be deemed to be a breach of the OFS Lease.
4. Under the provisions of the OFS Lease, Crisis is required to pay the specified rent to the Council on an annual basis. The Council will make an annual grant available to Crisis in the sum of the said annual rent, such grant being payable to Crisis in accordance with the terms of the Service Level Agreement attached hereto as Schedule 1. The parties hereby agree that during the period in which the Council makes such grant funding available to Crisis (which for the avoidance of doubt will, subject to the terms of Schedule 1, be for a minimum period of 5 years), the grant funding and the rent payments will be deemed to be entirely set off by each other (making neither payment actually payable). In the event that at any time during the term of the OFS Lease the Council discontinues its said grant funding to Crisis, Crisis may terminate the OFS Lease at the end of the period for which the OFS Lease

rent has been offset by the grant funding received. For the avoidance of doubt, the OFS Lease will apply to the entire OFS premises. The Council will, however, require Crisis to sub-let certain areas of the OFS premises (the "Arts Centre" as identified in the OFS Lease) to the Arts Company. Such sub-letting to the Arts Company will be in accordance with the terms of Clause 8 below. In the event that the Council discontinues its said grant funding before the end of the OFS Lease and at that time Crisis chooses not to exercise its right to terminate the OFS Lease but instead remains a tenant under the OFS Lease, the rent payable by Crisis will be reduced by an appropriate sum to be agreed between the parties (both acting reasonably) but in the absence of agreement by a sum identified by an independent surveyor, who is a member of the RICS, nominated by the Council, if at that time, and for so long as, the Arts Company (or any successor thereto) is not in occupation of the Arts Centre.

The OFS Advisory Group

5. The parties shall establish an OFS advisory group ("the Advisory Group") which shall be composed of an equal number of representatives from each of the Council, Crisis and the Arts Company and which will be chaired by an Advisory Group member nominated by the Council. The remit of the Advisory Group shall be as set out in Schedule 2 but the parties acknowledge and agree that the principal function of the Advisory Group will be to provide advice and guidance in regard to ensuring that the OFS Vision and Aims (as set out in Schedule 2 hereto) are properly pursued and achieved and that the relationship between the Homelessness Service and the Arts Service within the OFS is properly managed, with the objective and intention of deriving the maximum benefit to both Services from their co-location at the OFS. In addition, the Advisory Group will provide a mechanism through which any perceived problems in the operation of the OFS can be addressed. Crisis and the Council undertake that they will at all times give due note and consideration to all advice and guidance provided by the Advisory Group. The Council will use all reasonable endeavours to ensure that any service level agreement to be entered into by the Council and the Arts Company will contain a clause corresponding to this one.

Homelessness Service Delivery

6. Crisis undertakes that throughout the term of the OFS Lease it will use its expertise and experience to provide at the OFS a Crisis Skylight centre providing the Homelessness Services. The Homelessness Services shall be provided fully in accordance with the provisions of the Service Level Agreement attached hereto as Schedule 1 and this Management Agreement. Crisis further undertakes that throughout the duration of the OFS Lease it will

employ such number of suitably qualified and experienced individuals as are reasonably required to properly and fully provide the Homelessness Services. Crisis further acknowledges and agrees that as the key element of the funding for the OFS redevelopment has come from the Places of Change Programme, the Homelessness Services provided from the OFS will be designed to meet the objectives of the Places of Change Programme (as set out within Schedule 1 hereto) and be delivered fully in accordance with the outcome and output targets (as set out in Schedule 1). Crisis acknowledges that the Council's Homelessness Strategy and policy as set out in Schedule 3 represent the background context against which the Homelessness Services are to be delivered.

7. In the event that Crisis materially or persistently fails to comply with the provisions set out in Clause 6 above, or any other term of this Management Agreement, and has failed to rectify such failure (where such rectification is possible) within a reasonable period (which shall not be longer than 3 months unless the parties expressly agree a different period) of its receiving written notification from the Council requiring such rectification, the Council may, without prejudice to any other rights either party may then hold, forthwith terminate the OFS Lease and this Management Agreement.

Sub-lease to the Arts Company

8. Crisis undertakes that on a date on or following the commencement of the OFS Lease, at the Council's request it will grant a sub-lease to the Arts Company to occupy the Arts Centre for a term to end one day before the end of the term of the OFS Lease. The sub-lease to be used by Crisis for this purpose will reflect, as appropriate, the terms of the OFS Lease and will incorporate provision for an appropriate service charge. Such sub-lease shall be produced by the Council. The said sub-lease shall be granted to the Arts Company at a market rent, but Crisis hereby agrees that the grant funding received by it from the Council under Clause 4 above incorporates and represents full payment of the rent payable under the sub-lease (including any increase to the rent payable following any review of the rent), and thus throughout the period in which the Council makes the said grant funding to Crisis, the Arts Company will be deemed to have paid in full the rent payable under the sub-lease.
9. Throughout the term of the said sub-lease, Crisis shall use its reasonable endeavours to permit and encourage the Arts Company to provide the Arts Services from the OFS but Crisis shall not be held liable for any failure by the Arts Company to provide such services. Any revenue income generated by the Arts Services will be for the account of the Arts Company except, where Crisis and

the Arts Company collaborate for an event and have expressly agreed between them that the revenue generated by that event will be divided between them. Throughout the term of this Management Agreement Crisis agrees to work with the Arts Company to promote and facilitate the provision of the Arts Services from the OFS, and without prejudice to the generality of the foregoing the following represents a (non-definitive) list of ways in which Crisis will seek to work in conjunction with the Arts Company:

- a) Crisis agrees that whenever practicable it will permit the Arts Company to make use of the café space within the OFS for the purpose of providing refreshments during arts performances and classes at the OFS (on reasonable terms).
 - b) On the basis that the Arts Company is placed under a similar obligation in regard to requests from Crisis, in the event that the Arts Company requests the use of additional areas of the OFS for occasional evening performances, etc, Crisis will, whenever practicable, agree to such requests.
10. Crisis and the Council acknowledge the importance of the Homelessness Services and the Arts Services being both compatible with and complimentary to each other. Crisis and the Council will, therefore, use their reasonable endeavours throughout the term of this Management Agreement to ensure that wherever possible the benefits to the Council and the community to be derived from the Homelessness Services and the Arts Services being provided from the same location are maximised. The Council will use all reasonable endeavours to ensure that any service level agreement to be entered into by the Council and the Arts Company will contain a clause corresponding to this one.
11. In the event that at any time during the term of this Management Agreement a dispute arises between Crisis and the Arts Company regarding their respective use and occupation of the OFS, or any fees chargeable therefor, Crisis will refer the matter to the Advisory Group for consideration and guidance. The Council will use all reasonable endeavours to ensure that any service level agreement to be entered into by the Council and the Arts Company will contain a clause corresponding to this one.

Use of OFS Office Space

12. The parties acknowledge that at some point during the term of the OFS Lease there may be space within the OFS (designated as the "Potential Office Accommodation Space" in the OFS Lease) which would be suitable for rental to a third party for use as office accommodation, provided that such third party is an organisation carrying out activities of a similar, and complimentary, nature to either the Homelessness Services or the Arts Services. While Crisis would be responsible for entering into any such sub-lease with a third party tenant, no such sub-lease may be entered into

without the prior consent of the Council (such consent not to be unreasonably withheld), and any subsequent change in sub-tenant would also need to be agreed by the Council. In setting a rent for such sub-tenant, Crisis will charge a market rent.

General

13. Both the Council and Crisis shall appoint principal officers to act as their representatives in all matters concerning the operation of this Management Agreement. Any change in the identity of any such principal officer of either party shall be immediately notified to the other.
14. The parties shall at all times seek to work together to achieve the objectives for the OFS as set out in this Management Agreement, although for the avoidance of doubt, nothing in this arrangement will permit either party to make any financial or other commitment for or on behalf of the other. Under no circumstances shall the Council be liable for any act, default or omission of Crisis or vice versa.
15. In the event that any time during the term of this Management Agreement either Crisis or the Council wishes to amend any term of this Management Agreement, it may do so by notifying the other party in writing of its proposed amendment, and in the event that the other party agrees in writing to the proposed change, this Agreement will be deemed to be amended accordingly. All such amendments must be recorded in writing, and a copy of the amendment, signed by both parties to indicate their acceptance of it, will be given to both parties. For the avoidance of doubt, the parties acknowledge and agree that any proposed changes to Schedule 1 will be subject to the change control provisions set out in Schedule 1, and not to the provisions of this Clause 15.
16. In the event that at any time the parties hereto are in dispute over any aspect of this Management Agreement, and such dispute has not been resolved within three weeks of the issue first being raised, either party may refer the matter for the consideration of their respective chief executives, who will seek to reach agreement on the point. In the event that the chief executives are unable to reach agreement after 21 days, either party may refer the matter for decision by an independent arbitrator (appointed with the agreement of both parties, but in the absence of agreement by the Chairman of the Institute of Arbitrators) whose decision shall be final.
17. Throughout the term of this Management Agreement, Crisis will hold adequate public liability, professional indemnity and employee liability insurances to cover all liabilities reasonably arising from its provision of the Homelessness Services from the OFS.

- 18. Neither party shall be in breach of its obligations hereunder in the event that it is prevented from performing its obligations by reason of any matter beyond its control or other force majeure.
- 19. This Management Agreement is personal to the parties hereto, and neither party may assign, sell or otherwise transfer their rights or interests hereunder to any third party without the other's prior written consent.
- 20. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.
- 21. This Management Agreement is subject to English Law and the parties submit to the jurisdiction of the English courts.

IN WITNESS whereof, this document is executed as Deed by the parties hereto

The Common Seal of)
 Oxford City Council is)
 attached to this deed)
 in the presence of)

Nominated Officer

Executed as a Deed
 By Crisis UK

.....
 Director

.....
 Director/Secretary

Schedule 1

Service Level Agreement

Throughout the term of the Management Agreement Crisis will comply with the following:-

Delivery of Places of Change Programme Objectives

The overall objectives of the Crisis Skylight Oxford project (“the project”) are to tackle Oxford's persistent rough sleeping problem as part of the Places of Change Programme (PCP). The project will contribute to this by delivering against the two key outcomes of the Place of Change Programme:-

- Increase the number of clients positively moving on to independent or more appropriate accommodation; and to
- Increase the number of clients moving into education and employment

Crisis Skylight Oxford will work with rough sleepers, those at risk of sleeping rough and those with a history of homelessness, linking and supporting them into services, activities, education and employment. Positive move on will be sustained through skills development leading to meaningful occupation and the prevention of repeat homelessness.

Crisis will use the high quality space in the Old Fire Station as an integral part of the programme that will inspire clients to transform their lives, with clients being encouraged to take charge of their own progression. Crisis will engage clients in service development, ensuring that the outcomes achieved will be directly relevant to their needs.

For the avoidance of doubt, Crisis will not run a “soup kitchen” at or from the OFS without the express consent of the Council.

The parties agree that whilst the overall objectives of the project are likely to remain consistent through the term of the Management Agreement, individual outcomes and outputs will change over this period of time. The parties therefore agree that on an at least 3 yearly basis throughout the term of this Management Agreement they will consult to agree the appropriate outcomes and outputs to apply for the following three year period. Such outcomes and outputs will be appropriate to the circumstances prevailing at the time.

Throughout the term of the Management Agreement, Crisis must have effective systems to monitor the impact of the approved projects and the progress towards meeting the required outputs and outcomes.

Outcomes

The parties agree that services delivered by Crisis will be consistent with and will be delivered in the context of the following outcomes:-

- To reduce rough sleeper numbers by improving access to education, training and employment and so reducing unplanned evictions

- Increasing employment, training and education opportunities by identification of gaps and review of existing services
- Promote the Places of Change Programme by championing the key outcomes and outputs.
- Reduce numbers not in Education, Employment or Training
- Increase number of people in volunteering
- Reduce working age people on out of work benefit
- Increase working age population qualified to at least Level 2 and Level 3 or higher
- Increase number of vulnerable people achieving independent living

Outputs

Engagement

- Crisis Skylight will sustain positive move on by increasing clients' independence and developing the skills necessary to participate more fully in society and navigate services. At least 70% of clients will achieve soft outcomes (e.g. improved confidence, self-esteem and social networks), measured through established methods and bespoke Crisis-developed tools. Crisis's principal objective is to transform the lives of homeless people, and Crisis acknowledges that a key element in achieving this objective is to end rough sleeping.

Education

- Crisis Skylight will engage people in learning and activities that develop both basic skills (e.g. literacy and numeracy) and vocational skills, delivering 6000+ client sessions with at least 75 hours per week.
- Accreditation will be through the most appropriate learning awards and other relevant qualifications, with at least 125 awards achieved per year.
- Educational and vocational progression will be fundamental. Over 20% of clients will move directly into further education & employment per year.

Employment

- A further 10% demonstrably improving employability skills, aided by volunteering placements, and the work of, amongst others, Connexions and Aspire per year.
- The Skylight Café will put 45 clients into work by year 3.

Staffing

- Crisis will employ a minimum of 12 local staff. Staff will have worked with socially excluded groups and in education/training, enabling them to better support progression.
- Training, placements within existing Skylight centres and visits to PCP projects will deliver a culture where staff continually strive for positive transformation, underpinned by a belief that clients can achieve independence. Job descriptions will incorporate PCP outcomes, with staff supported to achieve these through a robust personal development programme.

The parties acknowledge that the above outputs are to be achieved by the third anniversary of the Commencement Date, but that during that period they will work together to create appropriate annual milestone targets for the outputs.

The parties acknowledge and agree that the above list of outputs may be subject to change throughout the term of the Management Agreement in accordance with any changes to the requirements of the Places of Change Programme and other material changes in the prevailing circumstances. In such event the parties shall meet to agree any appropriate recommended changes and shall cooperate to obtain the agreement of the HCA to such recommended changes.

Grant Arrangements

In consideration of Crisis properly performing its obligations under the Management Agreement (including all the obligations set out in all the Schedules) the Council will pay to Crisis an annual grant. The grant will be paid as follows:-

In each year of the agreement, the grant will be equal to the market rent for the OFS building, as payable by Crisis under the OFS Lease.

The grant is made on the basis that it will be paid to Crisis for at least 5 years. However, no grant will be payable in the event that the Council has terminated the Management Agreement under the provisions of Clause 7 of the Management Agreement.

The grant will be made subject to no conditions, obligations or requirements upon Crisis other than those expressly stated in the Management Agreement.

Monitoring Requirements

Crisis will provide to the Council such information as is requested by the HCA in connection with the Project. In addition, in the event that any of the above outputs are not included in the HCA's monitoring reports, Crisis will report to the Council on a periodic basis to be agreed on progress achieved against these outputs.

Oxford City Council's Rough Sleeping & Single Homelessness Manager will play a part in the recruitment of the Head of Skylight, Oxford.

Where reference is made to the HCA in this schedule, the HCA will mean the Homes and Communities Agency or any successor thereto.

SCHEDULE 2

OFS ADVISORY GROUP

The Advisory Group shall comprise 6 members, 2 to be nominated by each of Crisis, the Council and the Arts Company (“the parties”).

It will be chaired by a member nominated by the Council.

The OFS Advisory Group shall meet on an at least quarterly basis, but any party may call a meeting by giving the other parties not less than 14 days notice.

The remit of the Advisory Group is to seek to provide advice and guidance to the parties with the objective of ensuring that the OFS is operated in a manner consistent with the terms of the Management Agreement, with particular regard to ensuring that the OFS Vision and Aims (as set out below) are fully and properly achieved.

The Advisory Group will also seek to resolve any disputes or disagreements arising between Crisis and the Arts Company in regard to use of the OFS.

VISION

The overall vision for the Old Fire Station is to create a unique, dynamic and inspirational centre for creativity, skills development and enterprise in Oxford.

At its heart will be a new Crisis Skylight centre providing education, training and employment opportunities for homeless and vulnerably housed people and a social enterprise Crisis Skylight Café, open to the public.

There will also be high quality, flexible spaces for artistic professional development and training, and for community groups to use to offer performance and visual arts events, regular classes and courses for the public. These spaces will accommodate an auditorium, a gallery and retail space, and a creative workspace for artists and designers.

Brought together under one roof and through interconnected spaces, people from across the city will be able to meet, learn, network, participate and ultimately move forward in their lives.

This vision is integral to the building’s ability to retain its active role in the arts and cultural sector in Oxford whilst, at the same time, helping to end homelessness in the city – making it a true place of change for the whole community.

AIMS OF THE OFS

The range of spaces within the OFS will run alongside each other, encouraging cross over and collaboration. These spaces will include:

- an accredited education, training and employment centre for homeless and vulnerably housed people;
- a social enterprise café providing on the job and accredited training and experience;
- a flexible 141 seat arts auditorium for continuing professional development across art forms, and for rehearsal, training and performance use;
- a flexible professional gallery to showcase new work;
- a small commercial retail space for artists and makers to exhibit and sell work;
- an affordable creative workspace for emerging professional artists, including those involved in digital technologies

Together these spaces will offer a range of supportive activities alongside professional development, creative learning and showcasing opportunities. They will be accessible to all to rediscover their potential and develop new skill. They will promote new talent and encourage a vibrant cutting edge culture of creative learning and the development of new work within a professional environment focusing particularly on the visual arts, digital technology, dance and music.

Schedule 3

Oxford City Council – Homelessness Strategy

The strategic objectives of Oxford City Council's Homelessness Strategy 2008-2013 are:-

- To support rough sleepers into settled accommodation and develop clear pathways into independent homes, training and employment.
- To attain and maintain the number of rough sleepers living on the streets to zero.

Local Area Agreements

The project is intended to contribute to the delivery of Oxfordshire Partnerships Local Area Agreement priorities; in particular:-

- Numbers not in Education, Employment or Training (NI 117)
- Number of people in volunteering (NI6)
- Working age people on out of work benefit (NI152)
- Working age population qualified to at least Level 2 and Level 3 or higher (NI 163 and 164)
- Number of vulnerable people achieving independent living (NI 141)