

Question Number	Question asked by:	Subject
CABINET MEMBER FOR CULTURE, LEISURE & SPORT Councillor Oliver Lewis		
CQ009-20	Councillor Helen Pollard	Cultural Relief Fund
CQ011-20	Councillor Helen Pollard	Fairfield Halls - Various
CQ012-20	Councillor Tim Pollard	Fairfield Halls - Lease
CABINET MEMBER FOR ENVIRONMENT, TRANSPORT & REGENERATION Councillor Paul Scott - Job Share		
CQ008-20	Councillor Robert Canning	Elevators in new-build flats

CQ009-20 from Councillor H. Pollard

Councillor Lewis

“Please provide a list of organisations that have received grants from the Cultural Relief Fund that was set up to support culture organisations that suffered from the effects of the Covid19 pandemic. Please also state the amount of grant received by each organisation”

Reply

Applicant	Amount Awarded
Savvy Theatre Company	7500
BirdGang Ltd	2600
Croydon Youth Theatre Organisation	1600
Writerz and Scribez CIC	3000
Agudo Dance Company Ltd	2000
Play for Progress	4975
Music Relief	2000
Kinetika Bloco	2000
Bainbridge Print Studio	4188
Good Wolf People	3240
Apsara Arts (We Tango Together)	5000
FMM Pop Up	5000
London Mozart Players	3000
the Stanley People's Initiative	5000
Dance With Grace	2750
The Oval Tavern	5000
	58853

CQ011-20 from Councillor H. Pollard

Councillor Lewis

“Please can you answer the following questions in relation to Fairfield Halls:

- 1. What happened to the Steinway pianos that were in the venue before it shut for refurbishment? Were they sold, and if so, what was the price?*
- 2. Who held/holds the contract with Phoenix Pianos?*
- 3. Has the contract with Phoenix Pianos ended? If not, will the pianos be returned to the venue?*
- 4. If the contract has ended, what pianos will be put in the Concert Hall and other parts of Fairfield Halls*
- 5. If the contract has ended, what was the reason for the termination?*
- 6. Will the name of the Phoenix Concert Hall be changed again if the contract with Phoenix Pianos has ended?*
- 7. Has BH Live pulled out of the agreement to act as the Operator for Fairfield Halls? Of have they given notice of termination of the agreement to act as Operator?”*

Reply

1. The Fairfield Trust operating the venue before it closed was responsible for the Steinway pianos.

2,3,4,5 & 6. all relating to Phoenix Pianos:

BHLive is responsible for any contract with Phoenix Pianos, all current and future provision of instruments in the building and all matters relating to this.

7. BHLive have not pulled out of the agreement, nor have they given notice of termination.

It is important that all councillors support the Fairfield Halls and it's operator BH Live in what are incredibly challenging times in particular for theatres and cultural venues. It has been disappointing that the UK Government has as yet not provided the clarity or support that cultural venues and organisations need. We look forward to the Fairfield reopening in better times.

The following statement was issued:

Fairfield Halls plans ‘hibernation’ to protect the venue ahead of a 2021 relaunch

18 June 2020, Bournemouth, UK – BH Live has announced plans to protect the future of Fairfield Halls by remaining closed in ‘hibernation’ until an anticipated relaunch in early 2012.

Like arts venues across the UK, *Fairfield Halls* has been closed since March, in line with government guidance to protect audiences and staff during Covid-19. With restrictions on the live entertainment sector still expected to continue for many months and no clear plan for reopening and recovery, *BH Live* is now joining venues across the country in entering an extended hibernation period. This will protect the future of the venue and ensure it is ready for audiences to return after the health crisis has passed.

It is hoped some of the remaining bookings and events for 2020 will still take place as and when social distancing restrictions are relaxed, but the venue will be taking no further bookings at this time. This difficult decision follows ongoing discussions with producers and promoters, together with *Croydon Council*, to identify a realistic model on which to deliver a programme of entertainment for audiences in Croydon and its surrounding area.

Sadly, the discussions have concluded that at this time, like so many other venues and theatres, live entertainment with any level of social distancing isn't going to be economically viable in the current climate. *Fairfield Halls* staff have been on furlough since the venue closed. *BH Live* has written to them this week to inform them of the hibernation plans and start a consultation process.

Chris Symons, Chief Executive of *BH Live* commented, *"The impact of this pandemic has devastated venues and operators across the country. Unlike many arts venues who receive Arts Council funding, Fairfield Halls relies completely on generating customer income to survive. With no income generated at Fairfield Halls since the end of March and no immediate signs of recovery, like other venues up and down the country we have taken the tough decision to accept that normality in the theatre is not likely to return until the new year. Placing the building into hibernation will enable us to protect the venue and put plans in place for reopening in 2021.*

"I'm truly saddened that we have been forced into taking this unavoidable action, however I am hopeful we can continue to re-establish Fairfield Halls as Croydon's cultural hub in 2021 leading to the Borough of Culture celebrations in 2023. My heartfelt thanks go out to our team and the supporters of the Halls who have done so much for our audiences, resident companies and partners and we look forward to when we can come together again and raise the curtain at Fairfield Halls."

Councillor Oliver Lewis, cabinet member for culture, leisure and sport, said: *"This is an incredibly difficult decision for our operators to take and one that given these very challenging circumstances, we support. The arts sector has been among the hardest hit by the impact of Covid-19, and venues across the country are facing extreme financial pressures, with little support and no clear plan for recovery from the government. Fairfield Halls is hugely important to Croydon, to all of our artists and our residents, and we hope that this action now will ensure our venue is protected for the future."*

As the impact of Coronavirus continues to take its toll, *BH Live* will continue to support national bodies as they lobby the Government to find a way out of the crisis and seek financial support for the sector.

BH Live is working with promoters and producers to meet its contractual obligations and is liaising with resident companies at *Fairfield Halls*.

Customers with tickets for shows and events that are affected during the period of closure will be contacted directly. Tickets for postponed performances will be automatically validated for the new dates.

CQ012-20 from Councillor T. Pollard

Councillor Lewis

“Further to my question of 10 Feb, and your answer of 10 Mar, has the formal signing of the lease by BH Live now taken place?”

Under what conditions could BH Live choose to end the concessions contract and/or lease?”

Reply

The concession contract and lease are linked together. If either part is terminated by either the Council or the Operator then the whole agreement(lease and Operator Agreement) is terminated.

The relevant clauses on what grounds the Operator would be able to terminate(not terminated by the Council) are:-

Operator Agreement(Concessions Contract)

26 RELIEF EVENTS

26.1 If and to the extent that a Relief Event adversely affects the ability of the Operator to perform any of its obligations under this Agreement then the Operator shall be entitled to apply for relief from any rights of the Authority arising under Clause 32 (Termination on Operator Default) and its obligations under this Agreement.

26.2 To obtain relief the Operator must:

- (a) as soon as practicable, and in any event within five (5) Working Days after it becomes aware that the Relief Event is likely to adversely affect the ability of the Operator to perform its obligations under this Agreement give to the Authority a notice of its claim for relief from its obligations under this Agreement, including the full details of the nature of the Relief Event, the date of occurrence and its likely duration;
- (b) within five (5) Working Days of receipt by the Authority of the notice referred to in Clause 26.2(a), give full details of the relief claimed; and
- (c) demonstrate to the Authority that:
 - (i) the Operator and the Operator Staff or Sub-Contractors could not have avoided such occurrence or consequences by steps which they might reasonably be expected to have taken;

- (ii) the Relief Event adversely affected the ability of the Operator to perform its obligations;
- (iii) the relief from obligations under this Agreement claimed could not reasonably be expected to be mitigated or recovered by the Operator acting in accordance with Good Industry Practice; and
- (iv) the Operator is using reasonable endeavours to perform its obligations under this Agreement and is complying with its obligations under Clause 22 (Disaster Recovery).

26.3 In the event that the Operator has complied with its obligations under Clause 26.2(c) the Authority shall not (subject to Clause 26.4 below) be entitled to exercise its right to terminate this Agreement under Clause 32 (Termination for Operator Default).

26.4 Notwithstanding Clause 26.3, in the event the Relief Event continues for more than a continuous period of twelve (12) months then either Party shall be entitled to terminate this Agreement by giving not less than three (3) months' written notice to the other Party.

Relief Event- Definition	<p>any of the following:</p> <p>any material breach by the Authority of any of its obligations under this Agreement, the Agreement for Lease or the Lease (except where such breach is caused by an act or omission of the Supplier or a Sub-Contractor);</p> <p>fire, explosion, lightning, storm, tempest, flood, exceptional adverse weather, bursting or overflowing of water tanks, apparatus or pipes, ionising radiation, earthquakes, riot and civil commotion;</p> <p>failure by any statutory undertaker or utility company to carry out works or provide services;</p> <p>any accidental loss or damage to the Venue;</p> <p>any failure or shortage of power, fuel or transport;</p> <p>any blockade or embargo; and</p> <p>any:</p> <ul style="list-style-type: none"> (i) official or unofficial strike; (ii) lockout; (iii) go-slow; (iv) other dispute, <p>generally affecting the industry or a significant sector of it (and not limited to the Operator's workforce);</p> <p>unless any of the events listed in paragraphs (a) to (f) inclusive arises (directly or indirectly) as a result of any negligence, wilful default or wilful act of the Operator or any Operator Staff;</p>
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Lease

This is only in relation to insurance of the property(section 6 of the Lease) and if Fairfield becomes damaged/unsafe to use:-

Termination by the Tenant

Provided the Tenant has complied with its obligations under this clause 6, the Tenant may terminate this Lease by giving notice to the Landlord if, following damage or destruction of the Premises by an Insured Risk, the Premises have not been reinstated so as to be fit for occupation and use so as to make the Premises accessible or useable within three years after the date of damage or destruction. On the giving of such notice this Lease shall determine but without prejudice to any right or remedy of either party in respect of any breach of the other's covenants in this Lease and any proceeds of insurance shall belong to the Landlord

CQ008-20 from Councillor Canning

Councillor Scott

- “1. *What regulations or guidance apply to developers in relation to the provision of an elevator for new-build blocks of flats in the borough?*
2. *Is it the Authority's requirement or expectation that a new-build block of flats that is four stories high should be provided with an elevator?”*

Reply

The Council would ideally like to see lifts suitable for use by people who use wheelchairs installed into all blocks of flats, along with level access to the front door and shared amenities such as gardens and stores. We do though need to follow the relevant planning policy and building regulations requirements which are set out below. A key issue is the installation and maintenance costs of lifts in small blocks of flats where there are only a few homes on each floor, where the costs are likely to be prohibitive for the future occupiers. This particularly relates to ‘minor applications’ where there are less than 10 homes proposed. The policies and regulations do make provision for this viability concern. The hilly terrain in some parts of the borough unfortunately can also make it impractical to provide access for people in wheelchairs on some sites.

From a Planning Perspective

Policy 3.8 of the current London Plan seeks to ensure that Londoners should have a “genuine choice of homes that they can afford and which meet their requirements for different sizes and types of dwellings in the highest quality environments. There are a number of subsections to this policy and subsection C states

“C. ninety percent of new housing¹ meets Building Regulation requirement M4 (2) ‘accessible and adaptable dwellings’ and ten per cent of new housing² meets Building Regulation requirement M4 (3) ‘wheelchair user dwellings’, i.e. is designed to be wheelchair accessible, or easily adaptable for residents who are wheelchair users”

The supporting text to this policy goes on to say:

“The application of requirement M4 (2) has particular implications for blocks of four storeys or less, where historically the London Plan has not required lifts. Boroughs should seek to ensure that dwellings accessed above or below the entrance storey in buildings of four storeys or less have step-free access. However, for these types of buildings this requirement may be subject to development-specific viability assessments and consideration should be given to the implication of ongoing maintenance costs on the affordability of service charges for residents. Where such assessments demonstrate that the inclusion of a lift would make the scheme unviable or mean that service charges are not affordable for intended residents, the units above

or below the ground floor that cannot provide step free access would only need to satisfy the requirements of M4(1) of the Building Regulations”.

Further advice on this point is set out in the GLA’s Housing SPG. It states

“Analysis of the viability and affordability impacts of M4(2) may require ‘bespoke’ assessments of site-specific circumstances. Where necessary, for developments of four stories or less, the requirements of Policy 3.8Bc should be applied flexibly to ensure that residential or mixed use development is deliverable”.

Therefore whilst the current plan seeks to provide step free access to flats within blocks of up to 4 storeys. The policy and the supporting guidance recognise the difficulties this can create in relation to maintenance cost, affordability and viability of a scheme. Therefore there is not an absolute policy requirement for the provision of flats in blocks of flats of 4 storey or less.

It should also be noted that the Mayor of London is in the process of producing a new London Plan for adoption. A review of this document indicate the GLA’s proposed direction of travel in relation to this point. Again a policy is proposed which deals with Accessibility. Policy D7 of the emerging London Plan requires that a suitable choice of housing is provided. As with the existing London Plan the Policy requires 10% of new dwelling dwellings to be Part M4(3) (wheelchair Accessible) compliant and the remainder to be Part M4(2) **Accessible and adaptable dwellings** compliant.

The justification for the Policy does however recognise that there are some exceptions where some flexibility to this Policy may be required. One of those exceptions is in relation to small scale infill sites. In relation to Small infill sites it is stated that “Homes located on the ground floor on minor developments should meet the requirements of Policy D7 Accessible Housing. Homes that are not on the ground floor on minor developments can comply with the M4(1) standard, which does not require step-free access, where provision of step-free access would be unfeasible”.

Whilst the emerging London Plan has not yet been adopted it does hold some weight in planning decision and it does indicate the direction of travel in terms of Policy.

Therefore whilst at present there is a policy which seeks to provide step free access in blocks of up to 4 storey, the policy allows for flexibility so that in some case potentially unachievable requirements do not have a negative impact on the delivery of homes. The emerging policy in response to the difficulties of providing a lift in blocks of 4 storeys or less will only require step free access to homes on the ground floors of blocks of 4 storeys and under if it is unfeasible to provide step free access to the upper floors.

It is necessary for planning applications to be determined in accordance with the Development Plan which includes the Policies within the London Plan

From a Building Regulations perspective:

1. The Building Regulations 2010 make requirements in relation to the provision of lifts

- a. Schedule 1 parts B5 (Access and facilities for the fire service) and M4 (Access to and use of dwellings) make requirements
 - b. Guidance is given in Approved Documents B Volume 1 and M Volume
2. This is based on the advice of the Approved Documents as to what is considered, in common building situations to be an acceptable level of performance.
- a. The guidance to Part B5 in Approved Document B Volume 1 advises that a fire fighting shaft will be necessary where there is an occupiable floor situated more than 18m above ground level.
 - i. This would necessitate the provision of a fire fighting lift.
 - ii. This requirement would likely come into effect if there are 6 or more floors (7 stories) in the building, depending on the height of the stories.
 - b. The application of Part M4 is dependent on the level of performance implemented as a condition of the planning permission
 - i. The basic requirement under the regulations is M4(1)
 - 1. At this level the advice does not suggest that a lift *should* be provided but considers what would be appropriate in terms of size and appointment *if* one is.
 - ii. If the planning permission makes optional requirements M4(2) or M4(3) applicable to any flats above or below the access level to the building the Approved Document advises that access to this accommodation should be step free.
 - 1. This effectively requires the provision of a suitable lift and this would be the case no matter how many floors the building contains.
 - a. If the building is two storey and accommodation of the first floor is deemed to be M4(2) or M4(3) by the planning approval, a lift will likely be necessary in order to comply.
 - 2. Where planning permission is granted requiring M4(2) or M4(3) accommodation above or below access level and no provision is made in the design approved under Planning Permission, Building regulations would consider these levels of performance unreasonable and likely implement M4(1) unless the design of the building were to be changed to incorporate a lift.
 - 3. If the building were of 4 stories and the optional requirements M4(2) and M4(3) were either not implemented or were incorrectly implemented by the planning approval then there would be no requirement to provide a lift under Building Regulations.