

COFNOD O BENDERFYNIAD WEDI'I DDIRPRWYO GAN SWYDDOG
RECORD OF DELEGATED OFFICER DECISION

Penderfyniad Gweithredol | Key Decision ✓

PWNC | SUBJECT: COMMUNITY ASSET TRANSFER REVIEW

DIBEN YR ADRODDIAD | PURPOSE OF THE REPORT:

To acknowledge the end of the 5 year agreement for Hawthorn High School to operate Hawthorn Swimming Pool under a Community Asset Transfer agreement and seek approval to return the Pool to the Council's ownership and management.

PENDERFYNIAD WEDI'I DDIRPRWYO | DELEGATED DECISION:

Approval given for Hawthorn Swimming Pool to return to the Council's ownership at the end of the 5-year Community Asset Transfer agreement in October 2021 with operational management of the pool undertaken by the Leisure Parks and Countryside Section.



Louise Davies

07.10.21

Llofnod y Prif Swyddog
Chief Officer Signature

Enw (priflythrennau)
Name (Print Name)

Dyddiad
Date

Mae'r penderfyniad yn cael ei wneud yn unol ag Adran 15 o Ddeddf Llywodraeth Leol 2000 (Swyddogaethau'r Corff Gweithredol) ac yn y cylch gorchwyl sy wedi'i nodi yn Adran 5 o Ran 3 o Gyfansoddiad y Cyngor.

The decision is taken in accordance with Section 15 of the Local Government Act, 2000 (Executive Functions) and in the terms set out in Section 5 of Part 3 of the Council's Constitution.

YMGYNGHORI | CONSULTATION

A. Crumney

07.10.21

A. Morgan

07.10.21

LLOFNOD YR AELOD YMGYNGHOROL O'R CABINET
CONSULTEE CABINET MEMBER SIGNATURES

DYDDIAD | DATE

Gloria

07.10.21

LLOFNOD SWYDDOG YMGYNGHOROL
CONSULTEE OFFICER SIGNATURE

DYDDIAD | DATE

RHEOLAU'R WEITHDREFN GALW-I-MEWN | CALL IN PROCEDURE RULES.

A YW'R PENDERFYNIAD YN UN BRYN A HEB FOD YN DESTUN PROSES GALW-I-MEWN GAN Y PWYLLGOR TROSOLWG A CHRAFFU?:

IS THE DECISION DEEMED URGENT AND NOT SUBJECT TO CALL-IN BY THE OVERVIEW AND SCRUTINY COMMITTEE:

NAC YDY | NO✓

Rheswm dros fod yn fater brys | Reason for Urgency:

.....

Os yw'n cael ei ystyried yn fater brys - llofnod y Llywydd, y Dirprwy Lywydd neu Bennaeth y Gwasanaeth Cyflogedig yn cadarnhau cytundeb fod y penderfyniad arfaethedig yn rhesymol yn yr holl amgylchiadau iddo gael ei drin fel mater brys, yn unol â rheol gweithdrefn trosolwg a chraffu 17.2:

If deemed urgent - signature of Presiding Member or Deputy Presiding Member or Head of Paid Service confirming agreement that the proposed decision is reasonable in all the circumstances for it being treated as a matter of urgency, in accordance with the overview and scrutiny procedure rule 17.2:

.....
(Llywydd | Presiding Member)

.....
(Dyddiad | Date)

DS - Os yw hwn yn benderfyniad sy'n cael ei ail-ystyried yna does dim modd galw'r penderfyniad i mewn a bydd y penderfyniad yn dod i rym o'r dyddiad mae'r penderfyniad wedi'i lofnodi.

NB - If this is a reconsidered decision then the decision Cannot be Called In and the decision will take effect from the date the decision is signed.

DYDDIADAU CYHOEDDI A GWEITHREDU | PUBLICATION & IMPLEMENTATION DATES

CYHOEDDI | PUBLICATION

Cyhoeddi ar Wefan y Cyngor | Publication on the Councils Website:- 07.10.21

DYDDIAD | DATE

GWEITHREDU'R PENDERFYNIAD | IMPLEMENTATION OF THE DECISION

Nodwch: Fydd y penderfyniad hwn ddim yn dod i rym nac yn cael ei weithredu'n llawn nes cyn pen 3 diwrnod gwaith ar ôl ei gyhoeddi. Nod hyn yw ei alluogi i gael ei "Alw i Mewn" yn unol â Rheol 17.1, Rheolau Gweithdrefn Trosolwg a Chraffu.

Note: This decision will not come into force and may not be implemented until the expiry of 3 clear working days after its publication to enable it to be the subject to the Call-In Procedure in Rule 17.1 of the Overview and Scrutiny Procedure Rules.

Yn amodol ar y drefn "Galw i Mewn", caiff y penderfyniad ei roi ar waith ar / Subject to Call In the implementation date will be

13.10.21
DYDDIAD / DATE

WEDI'I GYMERADWYO I'W GYHOEDDI: ✓ | APPROVED FOR PUBLICATION :✓

Rhagor o wybodaeth | Further Information:

Cyfadran Directorate:	Public Health, Protection and Community Services
Enw'r Person Cyswllt Contact Name:	Keith Nicholls
Swydd Designation:	Leisure Operations Manager
Rhif Ffôn Telephone Number:	01443 562202

RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL

DELEGATED OFFICER DECISION

6TH October 2021

COMMUNITY ASSET TRANSFER REVIEW

REPORT OF DIRECTOR – PUBLIC HEALTH, PROTECTION & COMMUNITY SERVICES

Author(s): Keith Nicholls – Leisure Operations Manager

1. PURPOSE OF THE REPORT

- 1.1 To acknowledge the end of the 5 year agreement for Hawthorn High School to operate Hawthorn Swimming Pool under a Community Asset Transfer agreement and seek approval to return the Pool to the Council's ownership and management.

2. RECOMMENDATIONS

- 2.1 It is recommended that approval be granted for Hawthorn Swimming Pool to return to the Council's ownership at the end of the 5-year Community Asset Transfer agreement in October 2021 with operational management of the pool undertaken by the Leisure Parks and Countryside Section.

3. REASON FOR RECOMMENDATION

- 3.1 Hawthorn High School has operated the Hawthorn Swimming Pool since 2015 under a Community Asset Transfer Agreement. During early 2020 the Governing Body of the School approached the Council with a view to terminating the agreement and returning the Pool to the Council in accordance with the provisions of the Transfer Agreement.

4. BACKGROUND

- 4.1 The swimming pool has been operated by Hawthorn High School since 2015.
- 4.2 Since then, the pool has primarily operated as a facility for the school from Monday to Friday to enhance the sport facilities available to learners. In addition, the school has derived an income from the facility by maintaining swimming opportunities for casual swimming sessions for the local community, pool time for swimming and triathlon clubs as well as a number of private swim schools in the evenings and at weekends.
- 4.3 The pool also helps to support the RCT primary school swimming programme for the attainment of key criteria for Key Stage 2 learning outcomes.

5. PROPOSAL

- 5.1 The operation of the pool will be broadly in accordance with the opening periods operated by the School. Weekday provision for Hawthorn High School use will be fully maintained. Further opportunities will be provided for local primary schools to utilise the pool during the school day therefore reducing the demand on other public pools and assisting in completing the learn to swim aspects of Key Stage 2 more quickly.
- 5.2 The return of the facility to the Leisure, Parks and Countryside Service will ensure it forms part of the Leisure for Life Offer for members so enhancing the opportunity for the local community in the evenings and at weekends. This will also provide an opportunity for the Council to increase income from Pay and Play, Leisure for Life members, appropriate charges for clubs as per the Fees and Charges schedule for all other Leisure Facilities.
- 5.3 The proposal would also ensure an extended opening period of day time school holiday provision. Going forward, the pool would be included in the Welsh Government Free Swim initiative for children and Over 60's.

6. EQUALITY AND DIVERSITY IMPLICATIONS / SOCIO-ECONOMIC DUTY

- 6.1 A screening assessment has been undertaken and there are no Equality and Diversity implications arising from this report therefore a full Equality Impact Assessment is not deemed necessary.

7. WELSH LANGUAGE IMPLICATIONS

- 7.1 A welsh language impact assessment has been completed and there are no implications arising from this report.

8. CONSULTATION/INVOLVEMENT

- 8.1 The report seeks the transfer of the pool to Leisure, Parks and Countryside. The opening hours and structure of the building remain largely unchanged and any changes do not affect the school or local community. There is no requirement to consult on this proposal as there is no impact on the service provided at the pool.

9. FINANCIAL IMPLICATIONS

- 9.1 Hawthorn High School has agreed to return the asset to the Council with the revenue budget provided as part of the 2015 Community Asset Transfer Agreement. The projected income levels and expenditure associated with the operation of the pool under Council control should ensure the pool return of the asset has no ongoing revenue budget implications for the Council.
- 9.2 There is no transfer of staff as the school Pool Manager has now left post and the staff he was supported by were all casual employees. Appropriate staffing will be provided for the facility within the budget set, to include recruitment of new staff as required.

- 9.3 The pool originally opened over 30 years ago and may require ongoing capital investment, in line with other Council Leisure Assets. This work will be programmed in accordance with agreed priorities for investment and maintenance across the Leisure estate. Immediate repair issues will be addressed by the School and Education Department using existing budgets, prior to the formal return of the pool.
- 9.4 The current plan is to have the facility ready for re-opening in mid-October 2021.

10. LEGAL IMPLICATIONS OR LEGISLATION CONSIDERED

- 10.1 The lease was signed by the school and RCT in November 2015 for a period of 5 years that expired at the end of November 2020. The transfer of the pool to the Council will therefore take place at the end of the current lease, therefore there are no additional legal implications arising from this decision.

11. LINKS TO CORPORATE AND NATIONAL PRIORITIES AND THE WELLBEING OF FUTURE GENERATIONS ACT

- 11.1 This proposal would further enhance the provision of Leisure for Life and provide an additional place for residents to exercise.
- 11.2 The proposal will encourage residents to lead active and healthy lifestyle and maintain their mental wellbeing.
- 11.3 The proposal will improve services for children and young people and ensuring the needs of children are considered in everything we do.
- 11.4 Supporting our residents who are older, vulnerable or who have disabilities, to remain independent and have a good quality of life.

12. CONCLUSION

- 12.1 It is proposed that the pool returns to Leisure Parks and Countryside and forms part of the leisure estate. Subject to the completion of necessary repairs, it is proposed to re-open the facility in October 2021.
- 12.2 It is proposed to ensure a programme of activities is provided to complement the current Leisure for Life and wider Leisure offer and continue to facilitate local school use and private hire of the facility as appropriate.



LOCAL GOVERNMENT ACT 1972

AS AMENDED BY

THE LOCAL GOVERNMENT (ACCESS TO INFORMATION) ACT 1985

RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL

DELEGATED OFFICER DECISION

6th October 2021

REPORT OF DIRECTOR – PUBLIC HEALTH, PROTECTION & COMMUNITY SERVICES

COMMUNITY ASSET TRANSFER REVIEW

Background Papers

None

Officer to contact:

Keith Nicholls, Leisure Operations Manager – Tel: 07824496486



HAWTHORN SWIMMING POOL

HEADS OF TERMS FOR LEASE

The Heads of Terms are not intended to be legally binding between the parties but set out the principles of the Agreement for Lease and the Heads of Terms of the Lease

BACKGROUND

The Council is the freehold owner of the subject premises.

It has been agreed with the Governing Body of Hawthorn High School that the transfer of operational control of the premises to the Governing Body will take place at the completion of the refurbishment of the premises.

The Governing Body of Hawthorn High School will work with the Council to establish a charitable organisation to take a lease of the subject premises in the future. If the charitable organisation is established before the completion of the refurbishment of the premises, consideration will be given to the charitable organisation taking the initial lease of the premises.

. At practical completion of the works, the Council will grant and the Governing Body of Hawthorn High School will accept a lease of the premises on the following terms.

LESSOR: Rhondda Cynon Taf County Borough Council (the Council)

LESSEE: Governing Body of Hawthorn High School (the Lessee)

PREMISES: All that land, buildings, structures and boundaries comprising part of the Hawthorn High School site as shown edged red on the attached plan, together with such access and rights of way across the site from the adjacent public highway as may be required for the effective operation of the premises.

It is agreed that the premises will be served by a shared access that is controlled and managed by the Lessee. The Council reserves the right to alter the access route, should this be necessary for the convenient operation of the school.

CAR PARKING: The Lessee, its visitors and users of the premises will be permitted to park in such parking facilities within the school as the Council may prescribe from time to time.

WARRANTY: The Council offers no warranty that the premises is capable of use and suited to the activity proposed. The Lessee will make its own enquiries in this regard. The Lessee will undertake such inspections, surveys and risk assessments as may be required to operate the approved uses.

RESERVATIONS: The Council will reserve rights of access and rights of way across the demised premises, in order to gain access to its land adjacent to the demised premises and to access common services located within the demised premises.

The Council will reserve rights to access the heating plant and equipment located within the premises that serves other parts of the school.

TERM: 5 years from a date to be agreed (contracted out of the Landlord and Tenant Act 1954).

RENT: One peppercorn (if demanded). The rent is not subject to review.

USER: The premises to be used only for swimming, leisure/recreation and community activities. Access by the public will be permitted, under the sole control and management of the lessee. The lessee is permitted, within the range of uses, to make a charge for the use of the premises or for access to it by members of the public and other organisations.

**MAINTENANCE
AND REPAIR OF THE
PREMISES:**

The Lessee will be responsible for all maintenance and repairs of a revenue nature, including works to services/utilities and periodic statutory testing. All works on the premises will be undertaken in a proper and workmanlike manner and executed in accordance with legislative requirements and standards of safety at the time of execution. If the Lessee has contracted with the Council under the School Maintenance SLA, this responsibility will be included within the SLA.

The Lessee will be responsible for maintaining equipment brought onto site or forming part of the structure, tenant's fittings and any alterations or improvements to the premises.

In designing and implementing works the Lessee will employ such professional consultants and advisors as may be

required by funding bodies and to satisfy legislation and good practice for the proper undertaking of the works proposed.

The Council will undertake major structural maintenance works of a capital nature.

The Council will undertake the usual landlord's role in approving in advance the works proposed by Lessee (such consent not to be unreasonably withheld or delayed). However, it will not have an active role in commissioning or financing such works, unless the works are carried out under the School Maintenance SLA.

DECORATING:

The Lessee will be responsible for decorating the premises internally and externally. The Lessee will agree the external decoration programme and colour schemes with the Council in advance (such consent not to be unreasonably withheld or delayed).

PERMISSIONS AND CONSENTS:

In undertaking works of repair, refurbishment, decoration or development, the Lessee will obtain such permission, consent, license and approval as may be required. This includes but is not limited to Planning Permission, Building Regulations approval and Listed Building consent.

The Lessee will obtain Landlord's consent for alterations before undertaking such works.

CLEANING:

The Lessee will be responsible for cleaning the premises.

GROUNDS MAINTENANCE:

The Lessee will be responsible for maintenance of the grounds, gardens and hard surfaces within the premises.

SIGNS:

The Lessee will obtain the Council's previous consent in writing to the style and location of any sign on the site (such consent not to be unreasonably withheld or delayed).

Commercial advertising and use of illuminated signage is specifically prohibited.

ALIENATION:

The Lessee may not assign, sublet, share or pass on the premises, in whole or in part.

CONSENT FOR ALTERATIONS:

Before undertaking any works of repair, maintenance or alterations to the premises, the Lessee will obtain the written

consent of the Landlord (such consent not to be unreasonably withheld or delayed).

When applying for license to alter the premises, the Lessee will provide such details, specifications, drawings, programme and calculations as the Landlord may require to properly consider the matter. The Landlord will be afforded reasonable time to consider and clarify the proposals.

Landlord's consent to an alteration will be recorded in writing.

Any works of repair, improvement or adaptation will become a fixture

**OPERATIONAL
MANAGEMENT:**

Operation of the premises, including repair and maintenance, information programmes, public access, staffing arrangements and programme of events will be entirely at the discretion of the Lessee. This is however, subject to the stipulations regarding public access below.

The Lessee will undertake risk assessments (including Fire Risk Assessments) as may be required for the safe and effective use of the demised premises. Such assessments will reflect the condition of the premises at the time of an activity and the nature of the activity under consideration.

The Lessee will procure such specialist technical support in undertaking such assessments as may be required.

The Lessee will manage water quality within the pool, including all necessary testing. The Lessee will keep records of testing and provide certificates of inspection, if required.

FINANCIAL SUBSIDY

The Council will provide the Lessee with a financial subsidy of £60,000 per annum, which will be reviewed within three months of the end of each financial year, and could be subject to a variation, based financially on income generation exceeding the assumed level or from an operational perspective, the availability of the premises to the general public.

OPENING TIMES:

The Lessee will determine the opening hours of the premises. However, the Council encourages the Lessee to work towards public opening hours equivalent to that provided by the Council Satellite Leisure Centres during term time and an appropriate number of opening hours during the

school holidays where there is a reasonable demand for the public to do so.

KEYHOLDING

RESPONSIBILITY:

The Lessee will act as key holder for the premises.

INSURANCE:

Building and Public Liability insurance will be covered by the "usual" Council arrangements.

OUTGOINGS FOR OPERATIONS:

The Lessee will pay the cost of operating from the premises and using the site, including taxes, utilities (gas, electricity, water and refuse collection) and NNDR. This cost is already provided for within the Lessee School Budget.

QUIET ENJOYMENT:

The Council will undertake that so long as the Lessee properly fulfils the terms of this lease, it will not willfully or deliberately interfere with the Lessee's use and enjoyment of the premises.

ACCESS FOR INSPECTION:

The lease will reserve rights of access by the Council to ascertain compliance with the terms of the lease. Access will be subject 24 hours notice (except in emergency when access without notice is permitted).

COMMUNICATION:

The Council's contact for all matters regarding operation of the facilities will be the Director of Education.

The Council's contact for all matters regarding the lease will be the Director Corporate Estates.

The Lessee's contact for all matters under the lease will be the Head Teacher.

COSTS:

Each party to this agreement will pay its own costs in negotiating and documenting this agreement. (NOTE: in this regard it is recommended that the Lessee takes professional legal advice).

Signed



.....
On behalf of The Governing Body of Hawthorn High School

Date:

6/11/2015

Signed

A handwritten signature in black ink, appearing to read 'A. B. Smith' with a stylized flourish at the end.

.....
On behalf of Rhondda Cynon Taf County Borough Council

Date: 9/11/15

EQUALITY IMPACT ASSESSMENT FORM INCLUDING SOCIO-ECONOMIC DUTY

(Revised March 2021)

Please refer to the current Equality Impact Assessment guidance when completing this document. If you would like further guidance please contact the Diversity and Inclusion Team on 01443 444529.

An equality impact assessment **must** be undertaken at the outset of any proposal to ensure robust evidence is considered in decision making. This documentation will support the Council in making informed, effective and fair decisions whilst ensuring compliance with a range of relevant legislation, including:

- Equality Act 2010 (Statutory Duties) (Wales) Regulations 2011
- Socio-economic Duty – Sections 1 to 3 of the Equality Act 2010.

This document will also contribute towards our duties to create a More Equal Wales within the

- Well-being of Future Generation (Wales) Act 2015.

The [‘A More Equal Wales – Mapping Duties’](#) guide highlights the alignment of our duties in respect of the above-mentioned legislation.

SECTION 1 – PROPOSAL DETAILS

Lead Officer: Keith Nicholls

Service Director: Louise Davies

Service Area: Leisure, Parks and Countryside

Date:

1.a) What are you assessing for impact?

Strategy/Plan	Service Re-Model/Discontinuation of Service	Policy/Procedure	Practice	Information/Position Statement
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

1.b) What is the name of the proposal? Community Asset Transfer Review of Hawthorn Swimming Pool

1.c) Please provide an overview of the proposal providing any supporting links to reports or documents.

To acknowledge the end of the 5 year agreement for Hawthorn High School to operate Hawthorn Swimming Pool under a Community Asset Transfer agreement and seek approval to return the Pool to the Council's ownership and management.

1.d) Please outline where delivery of this proposal is affected by legislation or other drivers such as code of practice. No affect.

1.e) Please outline who this proposal affects: No affects

- Service users
- Employees
- Wider community

SECTION 2 – SCREENING TEST – IS A FULL EQUALITY IMPACT ASSESSMENT REQUIRED?

Screening is used to determine whether the initiative has positive, negative or neutral impacts upon protected groups. Where negative impacts are identified for protected groups then a full Equality Impact Assessment is required.

Please provide as much detail as possible of how the proposal will impact on the following groups, this may not necessarily be negative, but may impact on a group with a particular characteristic in a specific way.

Equality Act 2010 (Statutory Duties) (Wales) Regulations 2011

The Public Sector Equality Duty requires the Council to have “due regard” to the need to eliminate unlawful discrimination, harassment and victimisation; advance equality of opportunity between different groups; and foster good relations between different groups. Please take an intersectional approach in recognising an individual may have more than one protected characteristic.

<u>Protected Characteristics</u>	Does the proposal have any positive, negative or neutral impacts	Provide detail of the impact	What evidence has been used to support this view?
Age (<i>Specific age groups i.e. young people or older people</i>)	Neutral impact	The proposal will allow the pool to offer free swimming for over 60's and free child swimming sessions during pre-determined school holiday hours.	Usage
Disability (<i>people with visible and non-visible disabilities or long-term health conditions</i>)	Neutral impact		
Gender Reassignment (<i>anybody who's gender identity or gender expression is different to the sex they were assigned at birth including non-binary identities</i>)	Neutral impact		

<u>Protected Characteristics</u>	Does the proposal have any positive, negative or neutral impacts	Provide detail of the impact	What evidence has been used to support this view?
Marriage or Civil Partnership <i>(people who are married or in a civil partnership)</i>	Neutral impact:		
Pregnancy and Maternity <i>(women who are pregnant/on maternity leave)</i>	Neutral impact		
Race <i>(ethnic and racial groups i.e. minority ethnic groups, Gypsy, Roma and Travellers)</i>	Neutral impact		
Religion or Belief <i>(people with different religions and philosophical beliefs including people with no beliefs)</i>	Neutral impact		
Sex <i>(women and men, girls and boys)</i>	Neutral impact		
Sexual Orientation <i>(bisexual, gay, lesbian, straight)</i>	Neutral impact		

In addition, due to Council commitments made to the following groups of people we would like you to consider impacts upon them:

	Does the proposal have any positive, negative or neutral impacts	Provide detail of the impact	What evidence has been used to support this view?
Armed Forces Community <i>(anyone who is serving, has served, family members and the bereaved)</i>	Positive.	This will allow armed forces personnel the opportunity to swim at another Council Pool.	
Carers <i>(anyone of any age who provides unpaid care)</i>	Neutral impact.		

If the initial screening test has identified negative impacts then a full equality impact assessment (section 4) **must** be undertaken. However, if after undertaking the above screening test you determine a full equality impact assessment is not relevant please provide an adequate explanation below:

Are you happy you have sufficient evidence to justify your decision? Yes

Name: Keith Nicholls

Position: Leisure Operations Manager

Date: 8th September 2021

Please forward a copy of this completed screening form to the Diversity and Inclusion Team.

PLEASE NOTE – there is a separate impact assessment for Welsh Language. This must also be completed for proposals.

Section 3 Socio-economic Duty needs only to be completed if proposals are of a strategic nature or when reviewing previous strategic decisions. Definition of a 'strategic nature' is available on page 6 of the [Preparing for the Commencement of the Socio-economic Duty](#) Welsh Government Guidance.

SECTION 3 – SOCIO-ECONOMIC DUTY (STRATEGIC DECISIONS ONLY)

The Socio-economic Duty gives us an opportunity to do things differently and put tackling inequality genuinely at the heart of key decision making. Socio-economic disadvantage means living on a low income compared to others in Wales, with little or no accumulated wealth, leading to greater material deprivation, restricting the ability to access basic goods and services.

Please consider these additional vulnerable groups and the impact your proposal may or may not have on them:

- Single parents and vulnerable families
- Pensioners
- Looked after children
- Homeless people
- Students
- Single adult households

- People living in the most deprived areas in Wales
- People with low literacy and numeracy
- People who have experienced the asylum system
- People misusing substances
- People of all ages leaving a care setting
- People involved in the criminal justice system

<u>Socio-economic disadvantage</u>	Does the proposal have any positive, negative or neutral impacts	Provide detail of the impact	What evidence has been used to support this view?
<u>Low Income/Income Poverty</u> <i>(cannot afford to maintain regular payments such as bills, food, clothing, transport etc.)</i>	Positive	The pool will operate the WG Free swim initiative that provides residents with opportunities to swim during the school holidays for free at pre-determined times	Usage reports
<u>Low and / or No Wealth</u> <i>(enough money to meet basic living costs and pay bills but have no savings to deal with any unexpected spends and no provisions for the future)</i>	Positive	As Above	
<u>Material Deprivation</u> <i>(unable to access basic goods and services i.e. financial products like life insurance, repair/replace broken electrical goods, warm home, hobbies etc.)</i>	Neutral		

<u>Socio-economic disadvantage</u>	Does the proposal have any positive, negative or neutral impacts	Provide detail of the impact	What evidence has been used to support this view?
<u>Area Deprivation</u> <i>(where you live (rural areas), where you work (accessibility of public transport))</i>	Neutral		
Socio-economic background <i>(social class i.e. parents education, employment and income)</i>	Neutral		
Socio-economic disadvantage <i>(What cumulative impact will the proposal have on people or groups because of their protected characteristic(s) or vulnerability or because they are already disadvantaged)</i>	Neutral		

SECTION 4 – FULL EQUALITY IMPACT ASSESSMENT

You should use the information gathered at the screening stage to assist you in identifying possible negative/adverse impacts and clearly identify which groups are affected.

- 4.a) In terms of disproportionate/negative/adverse impacts that the proposal may have on a protected group, outline the steps that will be taken to reduce or mitigate the impact for each group identified. **Attach a separate action plan where impacts are substantial.**
- 4.b) If ways of reducing the impact have been identified but are not possible, please explain why they are not possible.
- 4.c) Give sufficient detail of data or research that has led to your reasoning, in particular, the sources used for establishing the demographics of service users/staff.
- 4.d) Give details of how you engaged with service users/staff on the proposals and the steps taken to avoid any disproportionate impact on a protected group. Explain how you have used feedback to influence your decision.
- 4.e) Are you satisfied that the engagement process complies with the requirements of the Statutory Equality and Socio-economic Duties?
- Yes No

SECTION 5 – MONITORING AND REVIEW

- 5a) Please outline below how the implementation of the proposal will be monitored: The usage of the centre will be monitored using the Leisure management system.

- 5b) When is the evaluation of the proposal due to be reviewed? Usage is completed monthly

- 5c) Who is responsible for the monitoring and review of the proposal? Leisure Management Team

- 5d) How will the results of the monitoring be used to develop future proposals? This will help us to target gaps in provision.

SECTION 6 – REVIEW

As part of the Impact Assessment process all proposals that fall within the definition of ‘Key Decisions’ must be submitted to the Review Panel. This panel is made up of officers from across Council Services and acts as a critical friend before your proposal is finalised and published for SLT/Cabinet approval.

If this proposal is a Key Decision please forward your impact assessment to Councilbusiness@rctcbc.gov.uk for a Review Panel to be organised to discuss your proposal. The EqIA guidance document provides more information on what a Key Decision is.

It is important to keep a record of this process so that you can demonstrate how you have considered equality and socio-economic outcomes. Please ensure you update the relevant sections below

Officer Review Panel Comments	Date Considered	Brief description of any amendments made following Officer Review Panel considerations
Consultation Comments	Date Considered	Brief description of any amendments made following consultation

SECTION 6 – SUMMARY OF IMPACTS FOR THE PROPOSAL

Provide below a summary of the impact assessment. This summary should be included in the equality and socio-economic impact section of the Cabinet report template. The impact assessment should be published alongside the report.

SECTION 7 – AUTHORISATIONS

Lead Officer:

Name:

Position:

Date:

I recommend that the proposal:

- Is implemented with no amendments
- Is implemented taking into account the mitigating actions outlined
- Is rejected due to disproportionate negative impacts on protected groups or socio-economic disadvantage

Head of Service/Director Approval:

Name:

Position:

Date:

Please submit this impact assessment with any SLT/Cabinet Reports.

WELSH LANGUAGE IMPACT ASSESSMENT TOOL

This Welsh Language Impact Assessment (WLIS) tool enables RCT Council to consider the principles and requirements of the [Welsh Language Standards \(No.1\) Regulations 2015](#) to ensure compliance with the [Welsh Language \(Wales\) Measure 2011](#).

Stage 1 – Information Gathering	
NOTE: As you complete this tool you will be asked for evidence to support your views . Please see Welsh Language Impact Assessment Guidance for more information on data sources.	
Proposal Name:	COMMUNITY ASSET TRANSFER REVIEW
Department	Leisure Parks, Countryside and Bereavement Services
Director	Louise Davies
Officer Completing the WLIA	Keith Nicholls
Email	Keith.A.Nicholls@rctcbc.gov.uk
Phone	01443 562202
Brief Description	To acknowledge the end of the 5 year agreement for Hawthorn High School to operate Hawthorn Swimming Pool under a Community Asset Transfer agreement and seek approval to return the Pool to the Council's ownership and management
Date	06.09.21
Please outline who this proposal affects? (Service Users, Employees, Wider Community)	This is a transfer of the facility from Hawthorn High School to LPC and the service will remain as previous.

What are the aims of the policy, and how do these relate to the Welsh Language?	As Above
Who will benefit / Could the policy affect Welsh language groups? If so, list them here.	As Above
Current linguistic profile of the geographical area(s) concerned	As Above
Other relevant data or research	All display, promotional, signage will be displayed in accordance with the WLA

Stage 2 – Impact Assessment

In this section you need to consider the impact, the evidence and any action you are taking for improvement. This is to ensure that the opportunities for people who choose to live their lives and access services through the medium of Welsh are not inferior to what is afforded to those choosing to do so in English, in accordance with the requirement of the Welsh Language (Wales) Measure 2011.

Please note there is a separate impact assessment for Equality and Socio-Economic duty that must also be completed for policy proposals.

Remember that effects that are positive for some groups could be detrimental to others - even among Welsh language groups. Consider the effects on different groups. For example, a proposal may be beneficial to Welsh learners, but not to Welsh speakers.

Will the proposed action affect any or all of the following?

	Does the proposal have any positive, negative or neutral impacts?	Describe why it will have a positive/negative or neutral impact on the Welsh language.	What evidence do you have to support this view?	What action(s) can you take to mitigate any negative impacts or better contribute to positive impacts?
Opportunities for persons to use the Welsh language e.g. staff, residents and visitors The rights of Welsh speakers and learners to use Welsh when dealing with the council and for staff to use Welsh at Work	Neutral	Service remains unchanged		

Stage 2 – Impact Assessment

Will the proposed action affect any or all of the following?

	Does the proposal have any positive, negative or neutral impacts?	Describe why it will have a positive/negative or neutral impact on the Welsh language.	What evidence do you have to support this view?	What action(s) can you take to mitigate any negative impacts or better contribute to positive impacts?
Numbers and / or percentages of Welsh speakers e.g Welsh Medium Education / Study Opportunities. Links with the Welsh Government's Cymraeg 2050 Strategy / RCTCBC Five Year Welsh Language Strategy	Neutral	Service remains unchanged		
Opportunities to promote the Welsh language e.g. status, use of Welsh language services, use of Welsh in everyday life in work and in the community Actively encourage and promote the use of our services in Welsh to see an increase in demand over time	Neutral	Service remains unchanged		

Stage 2 – Impact Assessment

Will the proposed action affect any or all of the following?

	Does the proposal have any positive, negative or neutral impacts?	Describe why it will have a positive/negative or neutral impact on the Welsh language.	What evidence do you have to support this view?	What action(s) can you take to mitigate any negative impacts or better contribute to positive impacts?
<p>Compliance with the <u>Council’s Statutory Welsh Language Standards</u> e.g increasing or reducing the Council’s ability to deliver services through the Medium of Welsh.</p> <p>Consider the rights of Welsh speakers to use Welsh when dealing with the Council and for staff to use Welsh at Work</p>	Neutral	Service remains unchanged		
<p>Treating the Welsh language, no less favourably than the English language</p>	Neutral	Service remains unchanged		

Stage 3 - Strengthening the proposal

Having listed actions in section 2 which may mitigate any negative impacts or better contribute to positive impacts – please record below which ones you will imbed into the policy proposal and who will be responsible for them.

Also consider is the proposal necessary? Would it be possible to meet demand without any new developments? Could other existing provision be used? Where should the development be?

What are you going to do?	When are you going to do it?	Who is responsible?
Transfer the operation of the pool from the school back to Leisure.	Oct 2021	Leisure Operations

If ways of reducing the impact have been identified but are not possible to implement, please explain why. Give sufficient detail of data or research that has led to your reasoning.

What was identified?	Why is it not possible?

Stage 4 – Review

As part of the Welsh Language, Equalities and Socio Economic Duty Impact Assessment Process all proposals that fall within the definition of Significant Key Decision should present at the Officer Review Panel. This panel is made up of officers from across Council Services and acts as a critical friend before your report is finalised and published for SLT/Cabinet approval.

If this proposal is a Key Strategic Decision please forward your impact assessment to CouncilBusiness@rctcbc.gov.uk for an Officer Review Panel to be organised to discuss your proposal. [See our guidance document](#) for more information on what a Significant Key Decision is.

For all policy proposals, whether it is a Significant Key Decision or not you are required to forward this assessment to Welsh Language services in the first instance for some initial guidance and feedback.

It is important to keep a record of this process so that we can demonstrate how we have considered and built in sustainable Welsh language considerations wherever possible. Please ensure you update the relevant sections below

Welsh Language Services Comments	Date Considered	Brief description of any amendments made following Welsh Language Services feedback
Officer Review Panel Comments	Date Considered	Brief description of any amendments made following Officer Review Panel considerations
Consultation Comments	Date Considered	Brief description of any amendments made following consultation

Stage 5 – Monitoring, Evaluating and Reviewing

How and who will you monitor the impact and effectiveness of the proposal?

The site will be run in accordance with all other RCT leisure facilities.

Stage 6 – Summary of Impacts for the Proposal

Provide below a summary of the impact assessment. This summary should be included in the Welsh Language Considerations section of the SLT/Cabinet report template. The impact assessment should be published alongside the report.

A Welsh Language Impact Assessment has been completed and the main findings are as follows –

There is no detrimental impact to the Welsh Language.

Stage 7 – Sign Off			
Name of Officer completing the WLIA		Service Director Name:	
Position		I recommend that the proposal: (Highlight decision)	Is implemented with no amendments
			Is implemented taking into account the mitigating actions outlined
			Is rejected due to disproportionate negative impacts on the Welsh language
Signature		Director Signature	
Date		Date	