
PROPOSAL FOR A CHARTER FOR THE UPPER NORWOOD JOINT LIBRARY

Preamble

The Upper Norwood Joint Library (UNJL) is unique in Britain today. It is to the best of my knowledge and belief the only public library jointly owned by two local authorities (the London Boroughs of Lambeth and Croydon) but functioning independently under its own management committee (the 'committee'). The committee includes elected representatives from both 'parent' local authorities and respected co-opted members of the local community.

Although this arrangement has proved very successful and popular within our community, it is one that some still appear to have difficulty in understanding. In order to facilitate deeper understanding, the suggestion has arisen in a number of quarters that certain key facts and principles relating to the library should be set out clearly in a single binding document (the 'Charter').

There is a further issue. Uncertainty about our library has arisen in recent years, which has led to fears amongst local residents that it is destined to close or lose its independence to one, or both of the two 'parent' local authorities.

In addition to the concerns of the public, there are of course serious implications here for staff morale.

In my considered opinion signing up to the Charter would be an indication of present and future commitment that should help to allay the anxieties of both library customers and staff.

Both library staff and service users strongly support the continued independence of the UNJL. It is hoped therefore that all current and future members of the committee, whether councillors or community representatives, would be enthusiastic and happy to support and sign the Charter that I have taken the liberty of drafting for the consideration of the management committee and the wider public below.

My draft is simply that. I welcome constructive criticism (both positive and negative) in a process that I hope will lead to a Charter worthy of its name, our library and the community it serves.

What more appropriate a way to mark our 110th year than to sign a Charter in time for our anniversary which falls on the 4th July, Independence Day?

1. Introduction

The Charter document serves primarily as a re-affirmation of the principles and traditions that have guided and sustained the Upper Norwood Joint Library Authority (UNJLA) since its inception in 1898.

Given the importance of 'localism' and effective community engagement to all political parties and to national and local government, these principles are as pertinent and relevant today as they were then. In spite of two World Wars, numerous recessions, the Great Depression and huge social and economic change, they have self-evidently 'stood the test of time'. However, because of comparatively recent uncertainty about the future of our Library, they may now need to be re-stated.

Service users and residents of both Lambeth and Croydon, as well as a number of Crystal Palace based organisations have indicated that their long-standing concerns about 'fair funding' for the UNJL have recently been compounded by dismay at perceived behaviour which could be interpreted as 'ambivalence' with regard to the independence and status of the service.

The independent status of the UNJL is an extremely popular ideal within the Crystal Palace and Norwood community.

Furthermore, considerable kudos accrues to the two parent boroughs for initiating and maintaining this unique arrangement.

An agreement to support the principles contained in the Charter would generate reassurance and confidence amongst residents, service users, local organisations and staff that all members of the committee (and in *de facto* terms, the authorities and communities that they represent) are explicit and unambiguous in their commitment to the UNJLA.

I thus invite all Members of the Committee and the wider public to support the principle of a Charter and the fundamental principles I have identified.

2. Background to the Charter

The UNJL operates under the terms of the Upper Norwood Library Joint Agreement of 1994, signed by Croydon Council and Lambeth Council and committing the statutory successors of the then signatories to implementing the Agreement for at least the next 20 years (i.e. until 2014). *See Appendix A.*

The committee has the statutory responsibility to run the library in lieu of the two parent boroughs, Croydon and Lambeth.

The UNJL is a statutory body, rather than a voluntary, charitable or other non-statutory organisation.

The UNJL is a library authority in its own right (the UNJLA) and therefore has a statutory obligation to provide a “comprehensive and efficient service” under the Public Libraries and Museums Act 1964.

The UNJL is a Joint Board under section 5 of the 1964 Act.

The two parent boroughs are exactly equal in ownership rights and status in relation to the library.

The UNJL serves a catchment area of at least 30,000 people.

The UNJL is the public library closest to the site of the Crystal Palace (1854-1936) and serves a location of exceptional historic interest, attracting visitors from other parts of London, the UK and from overseas.

The convergence of five boroughs – Croydon, Lambeth, Bromley, Southwark and Lewisham – in this part of South London means that our library has to cater for an unusual and distinctive community and the consequently highly complex information needs of the local population.

The UNJL as currently constituted (as an independent library authority in its own right), has enjoyed strong support from the public as shown by user surveys in recent decades, as well as countless informal statements and comments by individuals. Similar support has consistently been expressed by the staff over the years.

The UNJL has *never* held any other status than that of an independently functioning Joint Library. The basic principles contained in the revised 1994 Agreement are essentially the same as those of the original 1898 Joint Agreement. (The UNJL was built in 1899 and opened to the public in 1900).

As well as being extremely popular with the Crystal Palace and Upper Norwood community and well-supported by its customers, our library is the cheapest library service in London and contributes comparable pro-rata performance to that of the parent authority library services, on around 70% of the equivalent (proportionate) revenue investment. In 2007/8, the UNJLA cost around 50% less than the Greater London average net revenue expenditure per 1,000 population served.

I am very proud of our library's achievements. We all should be. I pay particular thanks to the Chief Librarian Bradley Millington, his esteemed predecessors and current and past members of staff.

3. Context

In their study of the UNJLA in 2003/4, independent consultants PMP agreed that the Joint Library served a defined catchment area and consequently a catchment population.

The UNJL has compiled a community profile (and related demographic information) for its catchment area. Whilst most library members and users are Croydon or Lambeth residents, there is substantial representation from neighbouring boroughs, particularly Bromley, Southwark and Lewisham.

4. Mission Statement (service aims and objectives)

The UNJLA Mission Statement is as follows:–

'To provide an effective, efficient and inclusive library service, catering for the learning, information, cultural and recreational needs of the Upper Norwood and Crystal Palace community.

To liaise with both parent authorities and other neighbouring boroughs, organisations and institutions, in the interests of the service and the local community and to maximise the funding available for service development.

To promote the effective use of all library resources as widely as possible and to ensure the availability of staff expertise to all sections of the community.

To engage and consult the local community in the management and operation of the service as appropriate.

To ensure the availability of staff development opportunities so as to maximise service effectiveness and enhance job satisfaction and commitment.

To provide equal access to the widest possible range of materials, appropriate to the needs of the Upper Norwood and Crystal Palace community, in a safe, friendly and welcoming environment.'

5. Accountability

The UNJLA supports an ongoing planning process which includes annual business plans and a medium-term strategic plan.

The Chief Librarian provides regular reports on performance, promotional activities and business plan progress to the Joint Library Committee, together with statistical/performance information to both parent authorities.

There is provision under the Joint Library Agreement for one or both of the two parent authorities to provide payroll facilities, secretarial support and financial advice to the Joint Committee. This is currently provided by Croydon (who also provide a payments reconciliation service).

There is an annual financial planning, monitoring, reporting and auditing procedure, with the annual accounts for the service currently being produced each year via Croydon.

As indicated by the provisions of the Joint Library Agreement and the status of the Joint Library Authority as 'a library authority in lieu of Lambeth and Croydon', service benchmarking or comparisons with other library authorities are conducted on this basis.

6. Range and scope of services

The Joint Library Authority provides all elements of a public library service on the basis of a 'microcosmic library authority' for the Upper Norwood/Crystal Palace district, with the exception of mobile or home delivery services (which, where they are provided), represent a very small part of a library authority's overall expenditure).

The Joint Library Authority services (including management, operations and support services) are provided on a fully 'stand-alone' basis, with the exception of the support functions mentioned above.

A full list of services available to the public is listed below.

7. Service standards

These are being compiled and will be provided shortly.

8. Services to the public at the Upper Norwood Joint Library October 2009

Books for Adults, Children and Young People (we have more than 55,000 in stock!)

Talking books

Reference and information service

Daily and local newspapers and magazines

Study facilities

DVD and videos for loan (including feature films in categories such as Comedy, Action, Drama, World, Family, Cult, Horror, Musicals and Children's)

Books in LARGE PRINT

Local History and special collections

Weekly events and storytelling for children

CD music collection

Music scores

'First Base' Youth Library

Graphic novels

Board Books for babies

Fax service

Photocopier (A3/A4 – B/W)

Customer Car Parking (£25 per annum)

Lamination service

Local history postcards and posters for sale

Local community notice board and small ads

Book sales

Special events and activities

Computer catalogue of stock

Meeting room and private Advice Room for hire

Reading Group (third Thursday each month)

Holiday activities for children

Creative Writing Group (first Friday each month)

Basic skills and adult literacy/numeracy materials

Public computers with internet and e-mail access

Full disabled access

Play Station games

Expert, helpful staff

FREE MEMBERSHIP

UNJL Charter

The Charter promotes a clear and unambiguous commitment to the historically successful independent model of Joint Library service management (as supported by the Crystal Palace community), via:

1. Ensuring the provision of a library service that is specific to and defined by the needs of the Crystal Palace and Upper Norwood community and which is as distinctive and diverse as the locality that it serves.
2. Retention and continuation of the Joint Library Agreement by both parent authorities, together with the legal obligations enshrined within it.
3. Retention of the traditional and long-standing independent governance and management arrangements for the service, with the Joint Library Authority managed by the Joint Library Committee.
4. Retention of reporting lines of UNJL staff exclusively to members of the Joint Library Committee (via the Chief Librarian).
5. Retention (and ideally expansion) of community representation in decision making processes for the service.
6. Retention of the principles of equal funding, ownership, influence and representation by both parent authorities.
7. Recognition that all service benchmarking of the UNJLA with other library authority services (of cost, budgets, performance, value for money, etc) shall be on the basis of standard 'like for like' comparisons.
8. Recognition by members of the Joint Library Committee of their inherent obligation to promote, support and advocate the UNJLA, both within their respective Councils and throughout the wider community.



January 2010

**David Malone (Cllr)
Chair of the UNJL 2009/10**

APPENDIX A

Dated

Croydon

The London Borough of

- and -

The London Borough of
Lambeth

A G R E E M E N T

Relating to the establishment

And maintenance of a Joint

Public Library at Upper
Norwood

UPPER NORWOOD JOINT LIBRARY

CONDITIONS OF AGREEMENT

Preamble

The Parties

This Agreement is between the Council of the London Borough of Lambeth, "Lambeth" of Town Hall Brixton Hill, London SW2 1RW, and the statutory successors thereto being one of the parties and the Council of the London Borough of Croydon, "Croydon" of Taberner House, Park Lane Croydon CR3 3JS and any statutory thereto being the other party.

A joint committee within the meaning given that term in Section 5 of the Public Libraries and Museums Act 1964, without prejudice to Section 101 of the Local Government Act 1972, was in existence at the date hereof under an agreement between the London Borough of Lambeth and the London Borough of Croydon (being the successors to the original parties) dated 25 July 1898, as amended on 15 July 1922 and it is the intention of the parties that such joint committee will cease to exist upon the execution of this Agreement.

The purpose of this agreement is for the parties to form the Joint Committee to enable the Joint Committee to act in lieu of the parties in exercising the functions of a Library Authority in respect to the Upper Norwood Library.

This Agreement is made under powers contained in Section 5 of the Public Libraries and Museums Act 1964 without prejudice to Section 101(5) & (6) and Section 111 of the Local Government Act 1972 and all other powers so enabling.

1 DEFINITIONS

- 1.1 'the Budget' : means a budget to enable the Joint Committee to fulfil its obligations hereunder in the twelve months immediately following the Budget Date.
- 1.2 'the Budget Date' : means a date to be agreed between the parties and the Joint Committee Joint Committee sets its proposed Budget for the following financial year.
- 1.3 'the Budget Meeting' : is a meeting held by the parties on the Budget Date to
Determine the Budget.
- 1.4 'the Building ' : means any buildings situated within the Premises.
- 1.5 'Chief Librarian' : means the person appointed by the Joint Committee to head the Staff of Upper Norwood Library;

- 1.6 'Commencement Date' : means the date on which both parties affix their Seals to this agreement.
- 1.7 'the Fixed Assets' : means any asset referred to in the First Schedule hereto.
- 1.8 'the Grounds' : means any part of the Premises not forming part of the Buildings.
- 1.9 'Joint Committee' : has the meaning ascribed to it in Condition 5.
- 1.10 'Library Authority' : has the meaning as defined in Section 7 of the Public Libraries and Museums Act 1964.
- 1.11 'the Premises' : means all that land and buildings known as Upper Norwood Joint Library registered at HM Land Registry under Title number 300508 shown edged red on the Plan annexed hereto.
- 1.12 'the Report' : means a report prepared annually by the Joint Committee containing the information set out in Conditions 3.2 hereof.
- 1.13 'the Service' : means the provision of library related services and other services as provided by the Joint Committee.
- 1.14 'Staff' : means all staff employed by Croydon as selected and appointed by the Joint Committee for the purposes or in connection with the provision of the Service at the Premises.
- 1.15 'Term' : means the term of this Agreement this to be 20 years from the Commencement Date and any extensions of 10 years to be agreed on the first Monday in the Month three Months before this Agreement is due to be terminated under Condition 8.
- 1.16 Words importing individuals shall be treated as importing corporations and vice versa.
- 1.17 Headings are for ease of reference only and shall not affect the construction of the Contract.
- 1.18 Reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to such enactment, order, regulation or instrument as amended or re-enacted by any subsequent enactment, order, regulation or instrument.

2 COMMENCEMENT OF AGREEMENT

- 2.1 The Agreement shall come into force on the Commencement Date.

3 FIXED ASSETS AND THE REPORT

- 3.1 The parties expressly agree that the Fixed Assets represent a full and complete list of all fixed assets used hitherto by the Joint Committee of the parties to provide a library service at the Upper Norwood Library under this Agreement.
- 3.2 In each year during the currency of this Agreement prior to the Budget Date the Joint Committee will produce the Report providing to the reasonable satisfaction of both the parties:
- (a) an assessment of the costs of providing the Service and carrying out any other obligations hereunder which fall upon the Joint Committee to perform in the twelve month period ending immediately before the Budget Date; and
 - (b) a planned buildings maintenance programme scheduling the works for the forthcoming year. This schedule will include works identified from a quinquennial survey and inspection, updated to include any exceptional and/or renewal.

4 OBLIGATIONS OF THE PARTIES

- 4.1 The obligations of the parties shall be contained under the following headings set out in Paragraph 4.2 to 4.6 below.
- 4.2 Payment towards costs of Joint Committee in fulfilling its obligations hereunder
- (a) Each Party shall share an equal cost of the expenses of the Joint Committee and the cost of the Service.
 - (b) The Parties meet immediately after the Budget Date and determine the total budget provision of the Joint Committee taking into account the contents of the Report and any budgetary constraints placed on the Parties.
 - (c) The decision of the Parties in respect of the determination of the budget of the Joint Committee shall be final.
 - (d) Any variation to the contribution of any party shall be made in accordance with the provisions of Condition 7 only.
- 4.3 Carrying out of the obligations of the Joint Committee

The parties expressly agree that any obligations of the Joint Committee hereunder may with the agreement of both parties be carried out at the direction of the Joint Committee by either of the parties.

4.4 Staff

The parties agree that all Staff shall be appointed by the Joint Committee and that the provisions of Section 2 (a) and 4 (a) (ii) of the 1964 Act shall apply and that Croydon shall be solely responsible for the payment of salaries of such Staff always provided that each party will be equally liable for all costs and damages arising from any legal proceedings brought by any such Staff.

4.5 Liabilities

Save as to otherwise expressed in this Agreement the parties shall be jointly liable for all liabilities, damages, costs, losses, claims, expenses, demands or proceedings whatsoever and howsoever arising, whether under statute, contract, tort, or otherwise, whether directly or indirectly, whether in connection with the provision of or failure to provide by the Joint Committee the Service or in the carrying out by the Joint Committee of any obligations contained herein or as a consequence of a failure to carry out such obligations in accordance with this Agreement, or the use or occupation by the Joint Committee or employed persons under its direction of any premises subject to this agreement.

4.6 Insurance

Both parties will indemnify the Joint Committee and agree to share the cost of any legal liability which may arise from the Agreement, whether covered by insurance or not. Both Parties will agree that proper insurance arrangements are in place for the buildings and employees and public liability.

5 CONSTITUTION AND POWERS OF JOINT COMMITTEE

- 5.1 The Joint Committee shall consist of eight members, four from each party, drawn from elected members of each party who shall be appointed in accordance with Sections 15 and 16 of the Local Government and Housing Act 1989.
- 5.2 The membership of the Joint Committee may by resolution co-opt up to two persons representing local interests to membership of the Joint Committee. Co-opted members of the Joint Committee shall have no voting rights.

- 5.3 The Chairperson of the Committee shall be appointed at the Annual Meeting or at such other times as may be necessary from the members of the Joint Committee. The Chairperson shall serve as Chairperson for a year unless he or she ceases to be a member of the Joint Committee. The Chairperson shall be appointed from the members of the Joint Committee representing the Party currently holding the Chair and then from the members of the other party and then alternately by the members representing each party.
- 5.4 The Chairperson of the Joint Committee shall have the casting vote in the event of the Joint Committee failing to reach a decision.
- 5.5 The Joint Committee shall be responsible for the formulation of the policies and objectives of the Upper Norwood Library.
- 5.6 The Joint Committee shall be responsible for the direction of the Staff in order to facilitate the provision by the Joint Committee of the Service or the carrying out of its other obligations hereunder and for this purpose are entitled to delegate such of its duties to the Staff as may in the circumstances be reasonable.
- 5.7 The Joint Committee shall under the terms of this Agreement be responsible for the winding up of the Service.

6 OBLIGATIONS OF THE JOINT COMMITTEE

- 6.1 The Joint Committee shall carry out the functions of a Library Authority in lieu of Croydon and Lambeth and will be responsible, on behalf of the parties, for the Fixed Assets and shall ensure that all such assets are managed exclusively for the purpose of providing the Service.
- 6.2 The Joint Committee shall be responsible for the appointment of the Chief Librarian, the appointment of Staff and their proper conduct and the management of the Premises, Buildings and facilities in order to provide the Service. The Joint Committee shall at all times comply with the statutory requirements applicable to a Library Authority.

7 VARIATION OF AGREEMENT

- 7.1 The parties shall make their best endeavours to comply with the provisions of Conditions 4.2, however it is the recognised and acknowledged by each party that one or both Parties may need to vary their contributions and in this event the following provisions shall apply.
- (a) In the event of one of the parties wishing to vary its obligations under conditions 4.2. of this agreement the said party shall service one years written notice on the other party and the Joint Committee stating the reason for the requirement of the Variation and the amount of Variation.

- (b) If only one party requires a Variation the remaining party may increase its contribution to make up all or part of the deficiency.
- (c) If the deficiency cannot be made up pursuant to (b) above the Joint Committee shall within 28 days of the receipt report to the parties the effect of the Variation on the provision of the Service and the maintenance and cleaning of the Buildings and the maintenance of the Grounds.
- (d) The Joint Committee shall make any changes required to accommodate the Variation to the resources employed to provide the services and maintenance and cleaning of the buildings and maintenance of the grounds.

8 TERMINATION

- 8.1 This Agreement shall be terminated at the end of the Term.
- 8.2 The Agreement shall be terminated on Notice in writing being given to one party by the other party and the Joint Committee. The period of the notice shall be one year.
- 8.3 The Agreement may be terminated forthwith in the event of one party committing a fundamental breach of a term of this Agreement.

9 THE CONSEQUENCE OF TERMINATION

- 9.1 The consequence of the Termination of this agreement shall be forthwith:
 - (a) The dissolution of the Joint Committee;
 - (b) The valuation of the Premises and the Fixed Assets by a qualified person or persons agreed by both parties to be competent for this purpose and appointed by both parties, or in the event of a disagreement in this matter to be referred to arbitration.
 - (c) Disposal of the Fixed Assets and the division of the assets equally between the Parties or;
 - (d) The transfer of the whole of the Fixed Assets to the party wishing to continue to operate the Fixed Assets as a Library on payment of fifty percent of the valuation agreed in 9 (b) to the Party giving notice under Condition 8.2.

10 OBSERVANCE OF STATUTOPRY REQUIREMENTS

10.1 Both parties and the Joint Committee will comply with all statutory and other provisions to be observed and performed in connection with this Agreement.

11 WHOLE AGREEMENT

11.1 Each party acknowledges that this agreement contains the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.

12 ARBITRATION

Except where otherwise provided any dispute or difference between the Parties arising out of the Agreement shall be referred to arbitration.

AS WITNESS the Common Seals of the Council of the London Borough of Croydon and the Council of the London Borough of Lambeth this day of One thousand nine hundred and ninety four

The Common Seal of the Council of)
The London Borough of Croydon was)
affixed hereto by order of the)
Council of the said Borough in the)
presence of)

Signed

The Common Seal of the Council of)
The London Borough of Lambeth was)
affixed hereto by the order of the)
Council of the said Borough in the)
presence of)

Signed