

Purpose

To provide Wing Parish Council Members with a review of Sally Cox's letter and enclosures dated 23rd May 2016 and to set out a proposed Draft Agreement for execution between the Parish Council (as sole Trustee of the Wing Community Centre) and the Community Centre Management Committee (as the Trust's delegated Agent) for the management of the Community Centre (known locally as the Village Hall).

Previous Minute

20/16: "The governance part of the annual return was completed line by line. Proposed by Cllr Seviour seconded by Cllr Spooner, having received documentation relating to the Charity Commission status of the Village Hall, members were confident in completing all sections including section 9 of the governance document. Unanimously agreed." 25/5/16

22/16: "Cllr Seviour requested a copy of the policy to compare with the Village Hall policy." 25/5/16

24/16: "Proposed by Cllr Spooner, seconded by Cllr Newsham, that the Charity Commission be approached to consider including the Wing recreation ground within the document for the Village Hall. Unanimously agreed." 25/5/16

Information

On the 24th May 2016 Sally Cox, as Chair of the Village Hall Committee, hand delivered to all Wing Parish Councillors a package of information with covering letter about the Village Hall, the Village Hall Committee, and their respective operations, in order to assist the on-going debate about transparency, accountability, and clarity with regard to the respective roles of the Parish Council as sole Trustee and the Village Hall Committee as the delegated operational managers.

The package of information contained; Insurance details executed by the Village Hall Committee in the name of the Wing Community Centre Management Committee (thus enabling a comparison of insurance coverage as between the two parties, that is the Parish Council and the Management Committee - as covered elsewhere on this Agenda), a copy of the original Charity Commissioners' Scheme for the governance of the Charity known as Wing Community Centre, a Statement of Accounts for the Charity for the Year Ended 31 st March 2016, the Standard Conditions of Hire, and a copy of the Standard Agreement for Hire.

The covering letter provided further information on operations, together with suggestions about better communication between the two parties, particularly by offering up copies of Management Committee Minutes and Financial Reports on a regular basis. The letter also had an Appendix attached which set out a schedule of responsibilities that the Management Committee believed had been delegated to it through a process of 'custom and practice'. This was cited as posing the potential basis of an agreement between the two parties, thus clarifying the position into the future.

The package of information and covering letter whilst very helpful in moving discussions forward was compiled and delivered too late for discussion at the Parish Council Meeting that took place on the 25 th May. It was, however, agreed that; Parish Council insurance details would be forwarded to

Cllr Seviour who had offered to do a comparison of the two sets of insurance in time for the next Parish Council Meeting at the end of July, and that the on-going question of the Trust and Management Committee's reputed inability within the terms of the existing Trust Scheme Deed to part fund the replacement of the play equipment on the Recreation Field be referred to the Charity Commission for comment as a pre-cursor to potentially seeking an amendment to that TrustDeed.

The Parish Council as Trustee has the following headline objectives;

1. To achieve clarity, certainty, and transparency in the operation of Governance in respect of the Wing Community Centre,
 2. To have a clear Agreement with the Community Centre's Management Committee which sets out the rights and responsibilities of both parties,
 3. To have appropriate, cost effective, and non-duplicated insurance for the Trust, its assets, and their operations,
 4. To ensure that the Recreational Field is best placed in terms of ownership and management to best complement educational and recreational activities undertaken through the Community Centre,
 5. To enable agreed Trust Funds accumulated through the Community Centre's operations to be legally applied to qualifying facilities and activities carried out on the Recreational Field.
- To these ends: 1. above is the subject matter of these discussions and this

Report, 2. A proposed Draft Agreement is set out below at Appendix I, 3. Is the subject of a separate Report on this Agenda, 4. The Charity Commission have been contacted and their reply suggests that the key lays in the ownership of the Recreational Field, and 5. This will be determined as a consequence of resolving 2. and 4. above.

Recommendations

That the Parish Council:

1. Continue to pursue the headline objectives as set out above;
2. Discuss and Agree a Draft Agreement as set out at Appendix I for Legal Review and then as the basis of both Charity Commissioners' and Community Centre Management Committee consultation prior to implementation.

David Seviour

Wing Parish Councillor

13/07/16

Appendix I Draft

Agreement between

Wing Parish Council as Trustee of Wing Community Centre

And

Wing Community Centre Management Committee

For

The Governance & Management of Wing Community Centre. Wing Parish Council (herein after referred to as 'the Trustee') are the sole Trustee of Wing Community Centre (herein after referred to as 'the Centre') as established by a Trust Deed executed by the Charity Commission on the 14th

October 1977.

Under the terms of the Trust Deed Scheme which sets out the Trustee's rights and responsibilities the Trustee has related powers amongst which are: "5 (6) Power to make rules and regulations consistent with this scheme for the management of the charity."

"5 (7) Power to delegate the performance of any act, including the exercise of any power or discretion to a committee including any two or more members of Wing Parish Council. The trustee may appoint such other members of the committee as it thinks fit. (The trustee must exercise reasonable supervision over the committee and the committee must promptly report their acts and proceedings to the trustee.)

In accordance with these provisions the Trustee hereby delegates to the Wing Community Centre Management Committee (herein after referred to as 'the Management Committee') and the Management Committee undertakes to discharge the following responsibilities:

1. The Annual General Meeting in accordance with Clause 8 of the Scheme – for the avoidance of doubt at least two Members of Wing Parish Council acting for the Trustee must be present at this Meeting for the

Meeting to be quorate;

2. Committee Meetings on a regular basis throughout the year which will only be deemed quorate if there are two Parish Councillors present;

3. Management of finance related to the activities of the Community Centre and of the Management Committee, such financial management being reported to the Trustee through Meeting Minutes not less than bi-monthly and in the form of Quarterly Management Accounts not less than Quarterly;

4. Hiring out of the Community Centre or parts thereof in accordance with the Trust Deed, and in accordance with Standard Terms of Hire and a Hiring Agreement agreed from time to time by the Trustee;

5. Maintenance of the Community Centre within the context of both day to day items and successive five year plans presented to and approved by the Trustee. For the avoidance of doubt this shall include Fire Certification as required by Statutory Regulations;

6. Licensing of the Community Centre and any performing rights certifications;

7. Maintaining and applying a Health and Safety Policy and a set of procedures which must be available for distribution to the Trustee, staff and users of the Centre;

8. Fund Raising events for the benefit of the Centre and its users;

9. Other powers as referred to in the Trust Deed at Clause 5, sub-clauses 1 to 5 inclusive – for the avoidance of doubt matters falling within Clause

5, sub-clauses 6 and 7 must be presented to the Trustee for approval before they may be exercised by the Management Committee;

10. Appointment of non-Parish Council Members to the Committee of Management will be made by the Trustee upon the advice and recommendation of the Committee of Management;

11. Making any necessary Statutory and/or Annual Returns to the Charity Commission and HMRC subject to their approval first by the Trustee.

Amendments may be made to this Agreement by the Trustee occasioned by statutory changes in which case as much notice as practicable will be given.

In other cases of proposed material changes the Trustee will consult over a period of at least three months and implement any resultant changes agreed with the Management Committee as soon as possible thereafter, or if failing to reach agreement with the Management Committee, with not less than three months' notice.

The Agreement may be terminated by the Trustee at any time if in the opinion of the Trustee, and having received and considered any representations from the Management Committee that the Management Committee is in gross breach of this Agreement or in breach of the Trust Deed.

The Management Committee may terminate this Agreement at any time with six months' notice and shall thereby cease to be the appointed Agent.

Signed Chair Wing Community Centre Management Committee

Signed..... Chair Wing Parish Council as Trustee

Witnessed..... Clerk Wing Parish Council

Date.....

DES 13/7/16