

MEETING BETWEEN GREAT BUDWORTH PARISH HALL COMMITTEE AND GREAT BUDWORTH PARISH COUNCIL

7.30pm GREAT BUDWORTH PARISH HALL ON 15th OCTOBER 2019

Chairman: Rob Collier (RC)

Present: Steve Coppel (SC); Anna Lee (AL); Jane Lloyd (JL); Malcolm Torrance (MT); Don Hammond (DH); David Hiatt (DHi); Iain Ritchie (IR); Bob Wilkinson (RW)

Note taker: Gill Ayres

Acronyms used in this note: PHC= Parish Hall Committee; PH= Parish Hall; PC= Parish Council; PCllrs= Parish Councillors

1. The Charity

- 1.1 It was generally agreed that the Charity should be retained. Although not minuted at the last PC meeting, it was thought the discussion there pointed to this way forward. AL disagreed, saying this was not an appropriate matter for the PC to express an opinion on.
- 1.2 The Charity is currently an unincorporated association. There was some discussion as to whether this meant it could enter into contracts. Differing legal advice was cited. The disadvantages of it being an unincorporated association are that
 - the trustees are personally liable for what it does (but insurance is in place to cover this);
 - individual trustees (2 or more?) will have to hold any land on the Charity's behalf.
- 1.3 DH agreed to look again at making the Charity a Charitable Incorporated Organisation (CIO) but this may be complex and involve a cost.
- 1.4 It was agreed that the Charity will look at
 - changing the name from "Charity Known As The Village Hall & Bowling Green" to better reflect its constitution and charitable objectives. JL asked if it was actually the same thing as the PHC. Is there a set of Charity Trustees and a separate Management Committee or are they one and the same thing? DH confirmed the latter. AL has the password and log-in details for the Charity Commission. In the absence of a PHC Secretary, she will give them to DH.
 - circulating a declaration for trustees to be aware of their responsibilities. RC will draft one for comment;
 - revising the PHC constitution a) to ensure it is consistent with any agreement entered into with the PC as referred to paras 2.3 and 2.4 below and b) to clarify voting rights. It was argued that a maximum of 5 PC members and 5 co-opted members should be able to vote. RW felt some flexibility was needed in this. It was also mooted that there may be a conflict of interest for PCllrs who are also trustees. MT and SC suggested a "hands off" approach where the running of the PH is given over to a Management Committee on which PCllrs do not serve. AL and RW, however, emphasised the valuable role that PCllrs have played in running the hall to date. RW cited the history of the Smithy to stress the value and heritage of PC trusteeship.

2. The Agreement between the Charity and the Parish Council

- 2.1 It was felt that the 1961 lease (a two para agreement) is no longer valid, either because it has expired, or could not be registered since the Charity is not a legal entity. There is, therefore, no formal agreement currently in place. The PC (whose ownership of the hall is registered with the Land Registry) needs to address this to exercise due diligence.
- 2.2 MT and IR suggested the PC might gift the PH to the Charity / PHC. Others felt it would be wrong for the PC, an elected body with local responsibilities and dwindling resources, to give away a valuable, potentially income generating asset to an unelected body. There was some discussion on this potential, which is not currently great. RW explained how the reserves had been built up through marquee hiring initiatives. SC was concerned that gifting it might mean loss of local control in the future over a facility in the heart of the village that benefits the village.
- 2.3 Discussion focussed on three options – a new lease; a Heads of Agreement; a PC Sub-Committee. It was generally agreed that a Heads of Agreement was the best and most pragmatic way forward, though AL would have preferred a PC Sub-Committee.
- 2.4 The PHC and PC will give further thought to the actual wording of such an agreement. In particular to allow for
- a mechanism to enable the PC to apply for PHC funds. DH agreed to look into this;
 - greater transparency of process including a published schedule of meetings and a more formal process for regular reporting to the PC (as distinct from PCllrs who are trustees on the PHC) on matters such as usage and finance;
 - a nil or peppercorn rent for PC bookings. It was acknowledged that under the current agreement an invoice for this is still outstanding and this will be discussed at the next PC meeting;
 - wifi provision which, although RW and DHi disagreed, was generally felt to be an essential requirement in public spaces these days, especially given the poor phone signal locally. DH will investigate cost effective options.
 - reference to the Parish Field when that lease expires (in 2222!).

3. Agreements between the PC and Tennis Club / Bowling Club

- 3.1 The draft lease discussed at the last PC meeting will be issued to the Tennis Club for comment.
- 3.2 The Bowling Club is researching the nature and history of the current relationship with the PC and will share the findings in due course. RW confirmed that the Bowling Club is administered separately from the PH and have their own electricity supply. They pay a fee each year to the PHC for use of PH facilities.