

**AGREEMENT FOR THE PROTOCOL FOR THE MANAGEMENT OF
THE CORONATION HALL BLEADON**

This Agreement is made the *Monday* day *21st* of *April* 2010

Between :

The Parish Council of Bleadon ["the Council"] of the first part

And

The Management Committee of The Coronation Hall Bleadon ["the Committee"] of the second part

1. The Council and the Committee have entered into this Agreement for the purpose of setting out a protocol for the interpretation of certain aspects of a Trust Deed dated 14 January 1938 ["the Trust Deed"] entered into by the then Parish Council of Bleadon setting out the trusts upon which the property conveyed to the Council by a Conveyance of 9 December 1937 by the then Rector of Bleadon, the Ecclesiastical Commissioners, The Trustees of the Guild of All Souls, which included the land upon which the Coronation Hall ["the Hall"] stands together with the Parish Hall itself and the skittle alley was to be held "on trust" for the benefit of the inhabitants of the Parish of Bleadon and its immediate vicinity ["the Beneficiaries"] for the purpose of providing physical and mental recreation and social and moral and intellectual development and other privileges.
2. The Trust Deed specifically required the Parish Council to hold the property on those trusts and to establish a separate Council of Management of not more than 15 persons for the purpose of the general management and control [including the arrangements for use] of the trust property which is the function now exercised by the Committee.
3. The Trust Deed provided the mechanism for the selection and election of the original Committee and provided the framework for the future self-government of the Committee and also for the working relationship between the Council and the Committee.
4. In the intervening years since it was originally executed it has become apparent that several of the provisions of the Trust Deed were capable [through error or lack of clarity in the original Deed] of misinterpretation and the original purpose of other of the provisions has been overtaken by time and events. In addition, the Committee became a registered charity on 6 December 1994 and is required by law to operate within the terms of the Charities Act yet certain of the clauses in the original Trust Deed conflict with the Charities Act. This Agreement has been entered into for the purpose of clarifying some of these issues and providing an agreed understanding of how the terms of the Trust Deed will be implemented.
5. The Council and the Committee have therefore decided that in future this Agreement shall be read in conjunction with the Trust Deed for the purposes of effective and practical management and administration of the Hall and the Trust and each party hereby acknowledges that the provisions of this Agreement have been entered into voluntarily after due consultation and consideration and in the interests of the Beneficiaries and to that extent each party fully indemnifies the other [including in each case the individual constituent members of each party] against any liability arising by virtue of either party acting in accordance with the terms of this Agreement when dealing in future with matters relating to the management maintenance income and insurance of the Hall.
6. The matters specifically agreed are as follows :
 - [i] The legal ownership of the Hall is vested in the Council as Trustees for the use and benefit of the Beneficiaries and it is therefore an asset of the Council.
 - [ii] The day to day management and control of the Hall including the routine maintenance of the building or buildings which from time to time comprise the Hall [but excluding the Youth Club Building] has been delegated by the Parish Council to the Committee

- [iii] The responsibility for insuring the buildings comprising the Coronation Hall and Jubilee Room rests with the Council as holders of the legal title to the property. As Trustees they probably owe a general duty of care to the Beneficiaries to preserve the Trust property.
- [iv] The responsibility for collecting income arising from letting of the Coronation Hall and its facilities including the collection of any debts arising from same is part of the management powers delegated by the Council to the Committee. As required by the Charities Act and contrary to Clause 11 of the Trust Deed, such income shall remain the property of the Committee to be used as it considers appropriate in meeting the objects as set out in Clause 1 of the First Schedule of the Trust Deed.
- [v] For the purposes of Clause [iv] above the Committee shall set up and control its own banking arrangements and maintain its own accounts as required by the Charity Commission. Such accounts shall be reported annually to the Council. The Committee shall be responsible for minor maintenance works, replacement of fixtures fittings and furniture and outgoings [other than those discharged by the Council] properly and reasonably incurred in the management and maintenance of the premises.
- [vi] For the approval of major refurbishments or maintenance works to the Hall premises including any which require permission or consent from the local planning authority or the local licensing authority the Committee must first obtain the written consent of the Council which it may in its absolute discretion refuse consent or impose such terms and conditions on its grant as it seems appropriate.
- [vii] The Committee shall have the care and charge of running organising and maintaining any licence or licences required for any of the purposes for which the Hall is to be used from time to time and shall be entitled to withdraw funds for licensing fees from the account referred to in [v] above
- [viii] It shall be the duty of the Committee to ensure that the Hall is not used for any illegal immoral or improper purpose or one which might cause nuisance annoyance or offence to residents of the Parish or any persons living in the immediate vicinity of the Coronation Hall and to establish and maintain a suitable letting and booking system to regulate the use of the Coronation Hall and be responsible for providing written terms and conditions of booking to every individual or organisation renting or using the Hall.
- [ix] The Committee shall be responsible for ensuring that all health and safety licensing fire precaution and other statutory relevant notices are displayed in accordance within the legal requirements current from time to time relating to the use and letting of the Hall and will ensure the provision and maintenance of adequate safety and fire precaution equipment and provide for its regular maintenance and inspection
- [x] The Committee shall hold regular meetings open to the public at least once in three months at least 14 days notice of which shall be given to the Council who shall have the right to have at least one representative in attendance.
- [xi] The provisions in Clause 4 of the Trust Deed regarding the calling of an Annual General Meeting ["the AGM"] shall be understood to allow for that meeting to be called in the month of April rather than March in every year to accord with accounting procedure.
- [xii] The provisions of Clauses 3 and 8 and Schedule 2 to the Trust Deed shall be understood to allow on one months notice to the organisations concerned for the removal from the list of appointing organisations ["the list"] of any such which have ceased to operate, become dormant or which has defaulted on appointment under the terms of the Trust Deed or advised the Committee that it no longer intends to participate in the Committee and further that the Committee can authorise the addition to the list of suitable alternative relevant organisations.

- [xiii] The terms of this Protocol shall be considered and reviewed at each AGM when either party may propose variations provided that written notice of such has been given to the other party at least 14 days prior to the date of that meeting and advertised on the exterior of the Hall, the Parish Notice Board or some other conspicuous point or points in the Parish. Any variation must be voted on and must receive the support of at least two thirds of the persons present at the meeting.

SIGNED by Penny Skelley
[Chairman of the Bleadon Parish Council]

P Skelley
.....

in the presence of :

Witness Signature.....

Name..... *BRUCE POOLE*.....

Address..... *THE CHIPPINGS*.....

21 STONELEIGH CLOSE BURNHAM-ON-SEA TA8 2EE

SIGNED by Leonard Chamberlain
[Chairman of the Bleadon Coronation Hall Management Committee]

L Chamberlain
.....

in the presence of :

Witness Signature.....

Name..... *BRUCE POOLE*.....

Address..... *THE CHIPPINGS*.....

21 STONELEIGH CLOSE BURNHAM-ON-SEA TA8 2EE