

Gilston & Eastwick Village Hall Management Committee

Monday 7th October Business Meeting Minutes

2nd March 2020 Annual General Meeting & Business Meeting

1. Present: Sarah Bagnall (residents representative), Trevor Brown (Treasurer), Janine Bryant (Parish Council representative & minute taker), Yolande Clark (residents representative), Maxine Evetts (Holdings Trustee & Bookings Officer), Keith Harvey (Holdings Trustee & Vice – Chair), Mary Jackson (Holdings Trustee), Christine Law (PCC representative), Katie Spencer (Holdings Trustee & Chair)
Apologies: none

2. Minutes of 20th May 2019 agreed (**Proposer – ME, Seconder – SB**)

Action: CL to publish on the Parish website

3. Matters arising – not covered in the Agenda

- a. KS asked for clarification across the Committee regarding its members' role(s).

MJ suggested the Management Committee members have a "housekeeping role" and any Constitutional matters, where a change may be considered (eg a change of Holding Trustee from named residents to an alternative body – see Item 4), should be dealt with in a public meeting.

KH reminded the meeting that Holding Trustees have no power / responsibilities, their purpose being simply to lodge the Village Hall in their names.

Action: Electronic copy of the Village Hall Conveyance document & CDA document explaining the Role & Responsibilities of Trustees distributed, again, with these minutes.

4. Does the Management Committee wish to move to a Custodian Trustee (eg Charity Commission) or Charitable Incorporated Organisation (CIO)?

Following advice received from Tim Hayward-Smith, CDA, regarding alternative Holdings Trustee models: *Anyway the answer is, as a CIO, you will be an Incorporated body so you can hold title so there will be no need for Holding or Custodian Trustees.*

To become a CIO from an Unincorporated Charity is a bit of lengthy and costly business and my advice is that, unless you envisage you are likely as Management Trustees to encounter sizeable financial liabilities eg through employing staff or embarking on a major refurbishment or rebuild where you are dealing with building contractors, there is nothing really to gain from becoming incorporated other than the Holding Trustee issue.

On that subject, if you want to save time, bother and expense every time you have to appoint a new HT I would advise vesting in the Official Custodian For Trustees (the Charity Commission) which is free and simple and a one time event. I would avoid vesting in the Parish Council as this can bring issues later on with uninformed and over zealous Parish Councillors who think they own the Village Hall because they are Trustees. believe me it has happened.

Action: continue with status quo subject to periodic review (**agreed unanimously**) – Holding Trustees are: Keith Harvey, Maxine Evetts, Mary Jackson & Katie Spencer

5. What is required to register with Land Registry?

The Village Hall needs to be registered with the Land Registry under the names of the Holding Trustees (initial cost, as a Voluntary First Registration, £680 plus legal fees). The committee acknowledged there

will be a cost each time a Holding Trustee (HT) resigns / new HT is appointed (anticipated cost for each change £250).

Action: JB to seek Legal advice on making the Land Registry entry (**Proposer – TB, Secunder – ME**)

6. Potential Improvements to Village Hall; eg kitchen area, solar panels, etc **See notes below**
Considerable discussion regarding potential to make improvements to the Village Hall.

Actions:

- I. KS to obtain digitised plans (**Proposer SB, Secunder – KH**)
- II. KS to brief architects, company promoted on CDA website, on preparing alternative plans for extending the footprint of the hall by extending sideways along the east wall, moving the kitchen area and providing storage areas. (**Proposer KH, Secunder – SB**)

7. Publicity to find new clients – potential actions?

Article for Parish Magazine, Open Day to see what is on offer, Banner outside the Hall, Social Media

Action: “launch” of Village Hall to follow improvements.

8. Car parking agreement as distributed prior to this meeting agreed. Example template – see below. (**Proposer MJ, Secunder – ME**)

Action: CP Agreement to be used at next rental collection – 31st January 2020.

MJ to send full list of car park users & number of vehicles to JB

9. Lettings agreement and T&Cs carried forward to next meeting JB

10. CCTV carried forward to next meeting TB

11. CDA / ACRE Matters – for information only:

- a. CDA Annual Conference, Cottered Village Hall – Friday 22nd November
- b. ACRE Village Halls' Week 2020 – 20th to 26th January 2020

12. 2020 / 21 meeting schedule carried forward to next meeting KS

13. Any Other Business

i. Wifi installation?

Action: JB to obtain cost

ii. Honours Board for past, present & future Holding Trustees?

Action: JB to obtain cost

iii. Access / parking for emergency vehicles and improved passing at entrance to hall car park

Action: TB, with Piers Bryant's assistance to modify front garden

iv. Accounts 30th Sept 2019 - £40,698. Now able to take BACS payments

Action: TB to investigate investment opportunities

v. Polling Station fee to EHC to be increased

Action: ME to advise EHC when request comes through that fee has increased to £15 per hour; that is £225 for the 15 hour day. (unanimously agreed)

Next meetings:

Thurs 28th Nov 2019 NEW DATE. 7:30pm start time

2nd March 2020 Annual General Meeting & Bus Meeting

Carry Forward Agenda items

1. Potential Improvements to Village Hall; eg kitchen area, solar panels, etc
2. Lettings agreement and T&Cs
3. CCTV

Minutes Item 6 - Potential Improvements to Village Hall

Email circulated by Katie Spencer, 27th September 2019

There are a number of points that we would like to go ahead and progress and would very much like your agreement to do so - ideally ahead of the next meeting (7th October).

Our plan is to use the funds available from the S106 monies (we are currently liaising with the council to find out exactly how much we have available to us) and/or the New Homes Bonus to progress the hall regeneration project. We felt that it was important that hall funds were not depleted for the larger projects/purchases.

We would therefore like agreement from you to progress the following:

1. We would very much like to follow-up on Mary's suggestion of moving the kitchen to where the storage room currently sits in order to provide slightly more room in the hall. With a few internal alterations we could maximise the space without losing too much storage. I have attached some very crude excel plans to illustrate how this might be achieved but would very much like to engage a specialist to plan it out professionally. I have been passed the details of a firm of surveyors and they have quoted £1,590 (including VAT) to come out, survey the hall and provide us with detailed drawings. Once we have the drawings, I would like to engage the services of Alan Whittingham of AD Architects to cost the renovation work and come up with a plan of action for getting funding applied for and works completed. The cost of the initial survey/drawings would need to come from the village hall's bank account.
2. We would like to purchase a dry-lined and secure storage unit for the car park. This will allow us to remove all tables, chairs, tennis tables etc. from the hall to maximise space. We can purchase a Lifelong Steel Shed which is 4.1m depth x 4.5m width for the sum of £6,498 + VAT (although we will need to pay extra for installation, power and a dead lock). I expect the total cost to be somewhere in the region of £10,000. The shed does not need planning permission and will not require a concrete base.
3. We would like to use a third party company to help us generate extra bookings for the hall. Active Herts is an organisation that can assist organisations such as ours in finding trainers, etc who offer activity sessions which focus on helping people to improve their health and wellbeing through physical activity
4. We would like to engage the services of a web designer to create a website specifically for the hall. We would like the website to include a booking calendar, contacts page and events page. We would also like the website to have ecommerce functionality so that bookings can be secured online by card payment. We need to purchase a domain name, I would suggest something like www.gandehall.co.uk, and the services of a web designer. The cost of this would be somewhere in the region of £1,500 (including VAT). Again, the cost of this would initially have to come out of the village hall's bank account, but Stuart believes we may well be able to claim this back one way or another.

At the next meeting, I would like to present an outline plan of the internal/external improvements that could really help to sustain our village hall. If agreed, I will use the plan as the brief for the Architects and push forward with the necessary funding applications. I will present a paper at the meeting that clarifies where funding will come from for each item of expenditure.

To summarise, please can I have your agreement on the following:

1. Engaging surveyors to provide plans for the hall. (£1,590 plus Alan Whittingham)
2. Purchasing external storage. (£10,000)
3. Engaging the services of Active Herts to help generate additional bookings. (£0)
4. Creation of a website specifically for the village hall. (£1,500)

Minutes Item 8 - Car parking agreement

**Gilston & Eastwick Village Hall
Car Parking Operational Licence**

DATED

PARTIES

- (1) The Village Hall named in clause 2.2 acting by its management committee.
- (2) The person or organisation named in clause 2.3.

AGREED as follows:

1. Throughout this Agreement:
 - the Village Hall named in clause 2.2 is referred to as “we”; “our” is to be construed accordingly and “we” and “us” mean and include the Village Hall’s charity trustees, employees, volunteers, agents and invitees
 - the person or organisation named in clause 2.3 is referred to as “you”; and “your” is to be construed accordingly; “you” also includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees
 - where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Hall Treasurer or, if the Hall Treasurer is not available, any of our Management Trustees.
2. In consideration of the hire fee described in clause 2.4, we agree to permit you to use the premises described in clause 2.5 for the period(s) described in clause 2.1. The details inserted in sub-clauses 2.1 to 2.5 below are terms of this Agreement. This Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

2.1 Date(s) required: One calendar year, 31st January

2.2 Village Hall

- (a) Registered Charity No
- (b) Authorised Representative **Gilston & Eastwick Village Hall Management Committee**
Address c/o Dairy Cottage, Gilston, CM20 2R
Telephone Numbers & Email 01279 trevorrbrown@btinternet.com

2.3 Hirer:

- (a) Name
- (b) Organisation Not Applicable
- (c) Name of Organisation’s Authorised Representative Not Applicable
Address, Telephone Numbers & Email

2.4 Hire Fee

Hire Fee	£	per annum per motor car
Hire Fee	£	per annum per motor cycle

Total fee for period, Clause 2.1 above £
Is this a commercial hire? Yes / No

2.5 Premises

One car / motor cycle* parking space (* delete as appropriate)

6. We and you hereby agree that the Standard Conditions of Hire (see below), together with any additional conditions imposed under the Premises Licence or that we deem necessary, form part of the terms of this Agreement unless we and you agree in writing.
7. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

Signed by the person named at 2.2(b) above, duly authorised, on behalf of the Village Hall.

Signed by the person named at 2.3(a) above or at 2.3(c) above, duly authorised, on behalf of the organisation named at 2.3(b) above, where applicable.

Standard Conditions of Hire of Car and / or Motor Cycle Parking Space

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

The hirer of the hall property uses it by consent of the village hall committee and consent may be withdrawn (e.g. by written notice) at any time.

The village hall committee retains its proprietary rights and control of the land, and does not concede any right of ownership or exclusive possession of any part of the car park,

1. Use of premises

You must not use the car park for any purpose other than that described in the Agreement and must not sub-hire or use the car park or allow the car park to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

2. Insurance and indemnity

This is a private car park. The management committee do not accept any liability for the loss or damage to any vehicles or their contents and other articles temporarily left on land under the control of the committee by any person, whether a bona fide user thereof or not, except insofar as a liability under any Act or at common law may be proved against the committee.

3. Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

4. End of hire

You are responsible for leaving the car park and surrounding area in a clean and tidy condition, otherwise we may make an additional charge.

5. No rights

This Agreement constitutes permission only to use the car park and confers no tenancy or other right of occupation on you.

The Gilston & Eastwick Village Hall management committee wish to make hirers aware that on signing the agreement they enter into a contract that could be used in evidence should legal action become necessary.