

Memorandum of Understanding

between

Pencombe and Little Cowarne Parish Hall

and

Pencombe Group Parish Council

1. Purpose & Agreement

- 1.1. This Memorandum provides a framework for closer working between Pencombe and Little Cowarne Parish Hall [“the Trustees ”] (as managing trustee) and Pencombe Group Parish Council [“the council”] (as custodian trustee) to promote a common understanding for the running of Pencombe & Little Cowarne Parish Hall [“the hall”].

2. Background & Purpose

- 2.1. Pencombe & Little Cowarne Parish Hall is a charitable community facility available to the public, specifically for the benefit of all residents of Pencombe and Little Cowarne.
- 2.2. The hall should be the hub for local organisations for general use and to assist with fundraising activities/events.
- 2.3. The hall needs to be fully maintained to ensure that it remains fit for purpose.

3. The Role & Function of the Committee

- 3.1. The hall is run by the Trustees as ‘managing trustee’. The Trustees manages the hall and determines who uses it.
- 3.2. The governing document (*Scheme of 29 January 1976 as amended by Scheme dated 17 December 1997*) provides the specific detail for the role of the trustees .
- 3.3. The Board of Trustees consists of twelve persons [“the members”] – five elected members and seven representative members from organisations who use the hall. All members are charity trustees and the Charity Commission will be advised of names in September for publication on the [Charity Commission website](#). The first priority for all members should be to serve the interests of the hall.
- 3.4. The Trustees have a general duty to protect the assets of the charity. It is therefore the responsibility of the committee to have appropriate insurance for both buildings and contents.
- 3.5. The Trusteea are fully responsible for I costs (as detailed in Annex A) and should aim to cover these through funds achieved from the hire of the hall. Any surplus should be put into reserves to put towards larger maintenance or capital improvement costs. The Trusees are unable to reclaim VAT.
- 3.6. As a charity, the Trustees will be eligible to apply for grants to assist with capital improvements and should seek to gain as many of these as possible.

3.7. Any anticipated shortfall in funds should be communicated with the council at the earliest opportunity for additional support to be considered.

4. The Role & Function of the Council

4.1. The council is the ‘custodian trustee’ of the hall but has no legal responsibility for the hall.

4.2. There is no asset value in the hall which can be claimed or recorded by the council. No deed or lease agreement is required between the council and the Trustees.

4.3. The governing document (*Scheme of 29 January 1976 as amended by Scheme dated 17 December 1997*) provides the specific detail for the role of the custodian trustee.

4.4. The council will appoint a Councillor to act as a representative member and attend Trustee meetings. The representative member’s priority will be to serve the interests of the hall but will provide the essential communication link between the Trustees and the council. This will be done by providing a full report at the next council meeting following the Trustee meeting.

4.5. The Trustees will liaise with the Parish Council during the budget setting process (September/October) to ensure that any funding requests for capital maintenance costs can be considered and budgeted for..

4.6. The council can recover VAT by undertaking works or making purchases on behalf of and gifting them to the Trustees, as identified and agreed.

4.7. The council may consider including a small sum in the precept, applicable to all residents, specifically for the hall. This will need to be considered and agreed as part of the budget setting process.

5. General

5.1. Whilst it is intended that the arrangements in this Memorandum should apply generally, it is recognised that some circumstances will require special handling. Nothing in this Memorandum prevents the making of arrangements to meet specific exceptional needs. Any such circumstances should be agreed in writing between the parties.

5.2. This Memorandum will be reviewed on an annual basis and amended as necessary. Any changes to this Memorandum must be agreed by both parties.

6. Signed

**On behalf of Pencombe and Little Cowarne
Parish Hall**

**On behalf of Pencombe Group Parish
Council**

Signature: _____

Signature: _____

Date: _____

Date: _____

Annex A – Capital Items & Consumables

Capital Items	Consumables
1. Building structure	1. Door furniture
2. Windows	2. Curtains
3. Doors	3. Blinds
4. Electrical instalation	4. Decorations
5. Plumbing installation	5. Fire extinguishers
6. Central heating installation, including boiler	6. Light fittings & luminaires
7. Fire alarm installations	7. Portable electrical appliances
8. Floors (excluding carpets and vinyl)	8. Cleaning equipment & materials
9. Kitchen units	9. Maintenance equipment & materials
10. Kitchen appliances (fixed units)	10. Toilet paper dispensers
11. Access paths, steps, gates & fences	11. Paper towel dispensers
	12. Kitchen crockery
	13. Kitchen cutlery
	14. Door mats
	15. Floor coverings – carpets and vinyl
	16. Tables
	17. Chairs