

Final 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 (hereinafter referred to as ‘the Trustee’) is the sole Trustee of the charity known as Wing Community Centre (hereinafter referred to as ‘the Centre’) as established by a trust deed approved and executed by the Charity Commission on the 14th October 1997.

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 its acts and proceedings to the Trustee.)”**

In accordance with Clause 5(7) of the Scheme the Trustee hereby delegates to the Wing Community Centre Management Committee (hereinafter referred to as ‘the Management Committee’) the power to perform the following acts and the Management Committee hereby undertakes to discharge those acts and their contingent responsibilities:

1. **To hold the Annual General Meeting (AGM) 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 Annual General Meeting for it to be deemed quorate;**
2. **To hold meetings of the Management Committee on a regular basis throughout the year which will only be deemed quorate if there are two parish councillors present;**
3. **To manage finance related to the activities of the Centre and of the Management Committee, such financial management to be 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. To hire out the Community Centre or parts thereof in accordance with the Scheme, and in accordance with Standard Terms of Hire and a Hiring Agreement agreed from time to time by the Trustee;
 5. To commission an insurance policy on an annual basis consistent with the Policy, coverage, and schedules obtaining in September 2016, any proposed and subsequent material changes being notified to and approved by the Trustee prior to execution;
 6. To maintain the Community Centre within the context of both day to day items and successive five year plans presented to and approved by the Trustee, all in accordance with such statutory regulations as may be in force and as may be amended from time to time. For the avoidance of doubt this shall include Fire Certification.
 7. To license the Community Centre and comply with any performing rights certifications;
 8. To maintain and implement a Health and Safety Policy together with a set of related procedures which must be available for distribution to the Trustee, staff and users of the Centre;
 9. To raise funds for the benefit of the Centre and the objects of the Scheme;
 10. To exercise other powers as referred to in the Trust Deed at Clause 5, sub-clauses (1), (3), (4), and (5), – for the avoidance of doubt matters falling within Clause 5, sub-clauses (2), (6) and (7) must be approved by the Trustee before they may be exercised by the Management Committee;
 11. The power to appoint non-Parish Council Members to the Management Committee may only be exercised if that appointment is made at a meeting of the Management Committee, upon the advice and recommendation of the Chair of the Management Committee, and where a majority vote in favour is taken which is agreed and endorsed by the two Trustee representatives present.
 12. Any Statutory and/or Annual Returns to the Charity Commission and HMRC must be presented to the Trustee and subject to the Trustee's approval prior to submission.

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 Scheme.

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

Termination of this Agreement by either party will cause the powers to be returned to the Trustee and all delegation to cease unless otherwise agreed.

In accordance with s. 23 Trustee Act 2000, this Agreement is made on the condition that the Trustee remains responsible for any acts or defaults of the delegate whilst the delegation remains in place.

Signed Chair Wing Community Centre Management Committee

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