

**MINUTES OF THE MEETING OF THE FINANCE & GENERAL PURPOSES
COMMITTEE HELD ON 9th FEBRUARY 2011 AT 10.40 a.m.
AT HARTLEY LIBRARY, ASH ROAD**

Present: Cllr L Abraham
Cllr C Alford
Cllr A Barnett
Cllr R Coates
Cllr Mrs P Cole
Cllr J Gaywood
Cllr J Minns
Cllr Mrs A Oxtoby
Cllr B Ramsay (Chairman)

In attendance: Mrs J Hoad (Clerk)
1 member of the public

1. Apologies

Apologies had been received from Cllr Mrs J Burns and Cllr V Sewell.

2. Declarations of Interest

Cllr Mrs P Cole declared a personal interest under minute item 6 in respect of the Hartley W.I. Hall, as her husband was a member of the Gilbert and Sullivan Society. .

3. Minutes

RESOLVED: That, the minutes of the meeting of the Finance and General Purposes Committee held on 12th January 2011 be approved and signed by the Chairman as a correct record.

Pursuant to Standing Order 1 (d) the Chairman of the Finance and General Purposes Committee invited members of the public present at the meeting who wished to make representations, answer questions or give evidence in respect of any item of business included on the agenda to express an interest. One member of the public expressed an interest in relation to agenda item 6, Hartley W.I. Hall. .

4. Receipts and payments

The Committee reviewed the Council's receipts and payments for the period 1st April 2010 to 3rd February 2011. The Committee noted that there were outstanding sums to be paid for legal fees in relation to Hartley W.I. Hall, the new Burial Ground and creation of the easement at Manor Field. The Clerk was asked to ensure the settlement of as many invoices as possible in relation to the legal fees before the end of the current financial year.

The Committee noted that the income in relation to the Burial Ground exceeded budget estimates. This was due to the increase in the number of interments on previous years.

RESOLVED: That, financial report setting out a summary of the Council's receipts and payments for the period 1st April 2010 to 3rd February 2011 be received and noted.

5. Parish Office Lease

The Committee was reminded that the Council had raised concerns with Kent County Council about Clause 7.2.10 in the draft Lease relating to the insurance of the Premises. The Committee was informed that Council's solicitor had advised that Clause 7.2.10 in the draft Lease dealt with the situation where there was an act or default of anyone at the premises under the express or implied authority of the Parish Council, whereas the Parish Council's insurance policy only covered loss, injury or damage arising out of the Parish Council's negligence. The Council's solicitor had advised the Parish Council to contact its insurers to establish whether this risk could be covered in the Parish Council's policy. A response was awaited from the Council's insurers.

RESOLVED: That, the report be received and noted.

6. Hartley W.I. Hall

Pursuant to Standing Order 1 (d) a member of the public asked whether a resident could enquire about the cost to take over the Hartley W.I. Hall. The member of the public was advised that this information would be available when all the relevant invoices had been received.

The Committee was advised that the Resolution to transfer responsibility for the Charity to Hartley Parish Council had been put to the membership of the Hartley Evening W.I. at a meeting held on 2nd February 2011 and approved. The Resolution would be put to the membership of the Afternoon W.I. at a meeting to be held on 10th February 2011 and subject to the approval of the Resolution, the assumption of responsibility would transfer to Hartley Parish Council with immediate effect.

The Council's insurers had provided a quotation of £448.44 including insurance premium tax and administration fee to provide cover for the building at an insured value of £336,000, (£280,000 plus VAT), in line with a report undertaken by the District Valuer on 11th April 2008. The additional premium included cover for two outbuildings valued in total at £4,283 and contents upto a limit of £9,159. These figures were in line with values quoted in the Hartley W.I. insurance policy dated 29th July 2007 and the Clerk advised that on completion of the Transfer, it would be prudent for the Council to undertake a re-valuation of the Premises and its contents to ensure the level of cover was adequate.

The Committee considered a letter of assurance agreed with the Council's legal advisor, the Trustees of the Charity and the Trustees legal advisor.

The Committee was advised of a meeting held on 7th February 2011 with the Trustees of the Charity at which matters relating to the handover of the Charity's books and the keys were discussed. It was agreed that the Trustees could retain possession of their keys until 1st March 2011 to enable the cupboards in the committee and kitchen to be cleared out, where necessary. The users of the Hall would be informed of the transfer of responsibilities and that after 1st March 2011 all contact in relation to the hire and use of the Hall should be referred to the Clerk at the offices of Hartley Parish Council. Furthermore assurances would be given to the users about the future of the Hall and that the Council hoped the users would continue to use the facilities.

The Committee was advised that an initial meeting of the Trustees has been provisionally arranged on Monday 28th February 2011 at 7.00 p.m. at the Pavilion, Manor Field. A draft agenda had been prepared and this was briefly discussed. It was confirmed that members of the public would be able to attend meetings of the Trustees, in line with advice issued by ACRE, (Action with Communities in Rural England).

RESOLVED: That,

- (1) the report be received and noted;
- (2) the Clerk's actions in relation to extending the Council's insurance policy to provide cover for the Hall and its contents be confirmed;
- (3) the letter of assurance agreed with the Council's legal advisor, the Trustees of the Charity and the Trustees' legal advisor, as set out in appendix 1 attached to these minutes, be confirmed; and
- (4) the Clerk's actions in relation to the handover arrangements agreed with the Trustees of the Charity be confirmed.

7. Youth matters

The Committee considered a document entitled, "Working with Young People – Information for parish councils and community groups." This document had been published to provide support to parish councils, community forums and other community groups to help them work effectively with young people age 12-20.

RESOLVED: That, the document entitled, "Working with Young People – Information for parish councils and community groups", be received and noted.

8. Localism Bill

The Committee considered a document entitled, "Decentralisation and the Localism Bill: an essential guide", which set out the Government's plans to shift power from centralised government to local communities and described the six essential actions required to deliver decentralisation through all levels of government to every citizen.

RESOLVED: That the document entitled, "Decentralisation and the Localism Bill: an essential guide", be received and noted.

9. New Burial Ground

The Committee considered a report containing advice from the Council's legal advisor in respect of the appointment of a property lawyer to deal with the documentation required to formalise the agreement reached to modify the covenants and extend the right of access at Manor Field for burial purposes.

RECOMMENDED: That, the advice from the Council's legal advisor be accepted and in line with that advice, a property lawyer from Beachcroft LLP be appointed, at an estimated cost of £1,200 plus disbursements plus VAT, to complete the documentation required to formalise the agreement reached to extend the right of access and modify the covenants at Manor Field for burial purposes.

10. Date of the next meeting

Wednesday 9th March 2011, time to be confirmed.

The meeting closed at 11.25 a.m.

Signed:.....

Date:.....

Chairman of the Finance and General Purposes Committee



HARTLEY PARISH COUNCIL
Clerk to the Council: Mrs J Hoad
The Parish Council Office, Hartley Library, Ash Road
Hartley, Longfield, Kent DA3 8EL Tel/Fax: 01474 709441
E Mail: mail@hartleyparishcouncil.org.uk
Website: www.hartleyparishcouncil.org.uk

10th February 2011

Hartley Women's Institute
c/o Hartley Women's Institute Hall
Ash Road
Hartley
Longfield
Kent DA3 8EL

To whom it may concern

Hartley Women's Institute Hall

Further to the assumption by Hartley Parish Council of responsibility for the Hartley Women's Institute Hall in accordance with the terms of the Resolution set in the appendix attached to this letter, Hartley Parish Council hereby confirms the following agreed matters:

1. Hartley Parish Council has received a copy of the Hook Consultancy Building Inspection Report dated November 2007 relating to the Hartley WI Hall, Ash Road, Hartley, Longfield, Kent and that it will not seek to make any claim or demand or take any action or seek any reimbursement for any costs incurred against the present Trustees of the Hartley WI Hall Charity or against the Hartley Women's Institute in respect of any expenditure or costs that may be incurred in respect of any repairs, renovations or improvements to the Hartley WI Hall notwithstanding the fact that the need for such expenditure may have arisen on or before the date that the Hartley Parish Council assumed or took over the position of Trustees of the Hartley WI Hall Charity.
2. Hartley Parish Council agrees that-
 - (a) The Hartley Women's Institute will have exclusive use of two cupboards in the kitchen for storage of crockery, etc. belonging to the Women's Institutes and one double cupboard in the committee room. The Hartley

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Women's Institute will be permitted to retain one metal filing cabinet in the committee room.

- (b) Hartley Women's Institute shall have exclusive used of the shed for storage of equipment
- (c) Hartley Gilbert & Sullivan Society will have exclusive use of the garage for the storage of equipment
- (d) stage lights and other equipment owned by the Hartley Players may remain in place in the Hall provided that the Hartley Players supply to the Parish Council a full inventory of their equipment located in the Hall and on the basis that Hartley Parish Council shall not be responsible for insuring the equipment as set out on the inventory and that the Hartley W.I., Hartley Gilbert & Sullivan Society and Hartley Players shall make their own arrangements to provide appropriate insurance in respect of their own equipment. Hartley Players shall ensure that their equipment is properly and regularly checked and copies of all relevant certificates provided to the Council.
- (e) Hartley Women's Institute, Hartley Players and Hartley Gilbert & Sullivan Society shall have access to the keys to the lighting box.

We should be grateful if you would acknowledge your agreement with the above by signing and returning a copy of this letter.

Yours faithfully

.....
Julie Hoad MILCM
Clerk to the Council

.....
Councillor James Gaywood
Chairman
Hartley Parish Council

.....
Councillor Anne Oxtoby
Vice Chairman
Hartley Parish Council

.....
Chair, Hartley Women's Institute

Hartley Women’s Institute Hall

Notice

By a Notice dated [] being not less than 21 days before the date hereof, notice has been given the trustees of the Hartley Women’s Institute Hall (“the Charity”) of a meeting to pass the resolutions attached hereto.

Meeting

At a meeting of the trustees of the Charity held on the date hereof at [] the resolutions attached hereto have been passed in accordance with s.74D of the Charities Act 1993 (as amended by the Charities Act 2006) and in accordance with the Charity’s amendment powers contained within its governing documents.

Chairman:

Attendees:

Absentees:

Resolutions

It is hereby resolved that:

1. The name of the charity is changed to Hartley Village Hall.
2. The Declaration of Trust dated 14 December 1925 (“the Trust Deed”) and the Charity Commission Scheme dated 14 February 2001 (“the Scheme”), collectively known as the governing documents (“Governing Documents”) be amended in the following manner:
 - I. Amendments to the Trust Deed:
 - (a) By the deletion of paragraphs 1 and 3 to 5 of the Schedule to the Trust Deed;
 - (b) By the deletion of the following words from the objects of the charity (“Objects”) set out in paragraph 2 of the Schedule to the Trust Deed:

‘subject to the activities of the Institute having prior claim due notice being given by the Institute’

so that the Objects shall read as follows:

“2. The Trustees shall be empowered to let the premises for educational social and recreative purposes without distinction of sex or of political or other opinions”;

- II. Amendments to the Scheme:
 - (a) By the amendment to the name of the charity identified at the beginning of the Scheme to Hartley Village Hall;
 - (b) By the deletion of clauses 3 to 11 inclusive of the Scheme;
 - (d) By the adoption of the following clauses into the Scheme:

“3. Name of charity, sole trustee and use of the Property by women’s groups

3.1 *The name of the Charity is Hartley Village Hall.*

3.2 *Hartley Parish Council (“Trustee”) shall be the sole trustee.*

3.3 *The Trustee shall allow the two Hartley Women’s Institute Groups in existence at the date hereof free use of the Hartley Women’s Institute Hall as is more particularly described in the schedule to the Scheme (the “Property”) on not fewer than 12 occasions each per annum, upon reasonable notice having been given to the Trustee.*

4. Administration, repairs and insurance, and use of income and capital

- 4.1 *The Charity, the Property and other assets and funds must be administered by the Trustee. The Trustee must act reasonably and prudently in all matters relating to the Charity.*
- 4.2 *The Trustee must:*
- 4.2.1 *ensure that the Property and all buildings thereon and other property of the Charity are at all times kept in repair and sufficiently insured against all insurable risks including fire, theft and public liability and must whenever necessary procure a professional valuation for such purposes and*
 - 4.2.2 *take out such insurance as the Trustee considers necessary (acting reasonably and prudently) to protect the Charity's property including but not limited to public liability insurance (to include the liability of the Charity to its volunteers) and employer's liability insurance.*
- 4.3 *The Trustee must firstly apply:*
- 4.3.1 *the Charity's income and*
 - 4.3.2 *if the Trustee thinks fit, expendable endowment and*
 - 4.3.3 *when the expenditure can properly be charged to it, its permanent endowment*
- in meeting the proper costs of administering the Charity and of managing its property (including the repair and insurance of its buildings).*
- 4.4 *After payment of these costs, the Trustee must apply the remaining income in furthering the Objects.*
- 4.5 *The Trustee may also apply for the Objects:*
- 4.5.1 *expendable endowment and*
 - 4.5.2 *permanent endowment, but only on such terms for the replacement of the amount spent as the Charity Commission may approve by order in advance.*

5. Powers of the Trustee

The Trustee has the following powers, which may be exercised only in promoting the Objects:

- 5.1 *to raise funds and invite and receive contributions and endowments (whether for general or special purposes). In raising funds the Trustee must not undertake any trading activities which endanger the charitable status of the Charity or are liable to tax other than charity trading and must conform to relevant requirements of the law*
- 5.2 *to buy, take on lease or in exchange, hire or otherwise acquire any property necessary for the achievement of the Objects and to maintain and equip it for use*

- 5.3 *subject to Clause [13] and subject to the restrictions imposed by the Charities Act 1993, to sell, lease or otherwise dispose of all or any part of the Property and other property comprised in the trust fund*
- 5.4 *to deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert)*
- 5.5 *to borrow money by mortgage or otherwise or to seek grant aid as may be required for maintaining, extending or improving the Property or any part thereof or erecting any building thereon or for any work carried on therein and to charge the whole or any part of the Property and the trust fund with repayment of the money so borrowed or granted (but only in accordance with the restrictions imposed by the Charities Act 1993)*
- 5.6 *to employ staff and to make all reasonable and necessary provision for the payment of pensions and superannuation for staff and their dependants*
- 5.7 *to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or of similar charitable purposes and to exchange information and advice with them*
- 5.8 *to appoint, constitute and provide clear terms of reference for, such sub-committees as the Trustee may think fit. Such sub-committees shall be answerable to the Trustee and all their acts and proceedings must be fully and promptly reported to the Trustee*
- 5.9 *to do anything else within the law which promotes or helps to promote the Objects.*
- 6. Annual General Meeting and Special Meetings**
- 6.1 *The first annual general meeting must be held within twelve months after the date of this Deed and subsequent annual general meetings must be held not more than fifteen months after the holding of the preceding annual general meeting.*
- 6.2 *All inhabitants of the area of benefit must be entitled to attend and speak (but not vote at) the annual general meeting.*
- 6.3 *Public notice of every annual general meeting must be given in the area of benefit of at least fourteen days before the date thereof by affixing a notice to some conspicuous part of the Property or other conspicuous place in the area of benefit and by such other means as the convenors think fit.*
- 6.4 *There shall be a quorum when at least five people are present at an annual general meeting.*
- 6.5 *The Chairman of the Trustee must be the chairman of an annual general meeting and of any special general meeting. In his absence the chair must be taken by the vice-chairman (if any), failing which by any other councillor chosen by the Trustee, failing which by such person as the persons present shall by lot determine.*

- 6.6 *The Trustee must present to each annual general meeting the annual report and accounts of the Charity for the preceding year.*
- 6.7 *The Trustee may convene and shall, within 21 days of receiving a written request so to do signed by not less than 10 authorised representatives of groups using the Property giving reasons for the request, call a special general meeting of all the inhabitants of the area of benefit. Public notice must be given of any such meeting, specifying the business to be discussed, in the same way as for an annual general meeting.*
- 6.8 *The Clerk of the Trustee or other person appointed by the Trustee must keep minutes of proceedings at every annual general meeting and special general meeting.*
- 6.9 *Every matter for consideration at an annual general meeting or a special general meeting must be decided by the Trustee in its discretion as trustee.*

7. Meetings of the Trustee

- 7.1 *The Trustee must hold at least two ordinary meetings in each year.*
- 7.2 *The first meeting of Trustee must be called by the Chairman of the Trustee or if no meeting has been called within three months after the date of this Deed by any two councillors. Subsequent meetings may be arranged by the Clerk of the Trustee or may be called at any time by the Chairman or any two councillors upon not less than ten days' notice having been given to all other members.*
- 7.3 *Meetings of the Trustee to conduct Charity business must be held separately from other Council business.*

8. Recording of Meetings

The Trustee must keep proper minutes of its meetings which must be kept separately from the minutes of its business as a statutory body. The minute book must be available for inspection upon reasonable request by any councillor. The minute book must be retained by:

- 8.1 *the Clerk of the Trustee or*
- 8.2 *another suitable person appointed by the Trustee to do so.*

9. Accounts

The Trustee must comply with its obligations under Part VI of the Charities Act 1993 with regard to:

- 9.1 *the keeping of accounting records for the Charity*
- 9.2 *the preparation of annual statements of account for the Charity*

9.3 *the auditing or independent examination of the statements of account for the Charity and*

9.4 *the transmission of the statements of account of the Charity to the Charity Commission.*

The Trustee must ensure that such accounts are maintained separately from the accounts of the Trustee's statutory business.

10. Annual Report

The Trustee must comply with its obligations under Part VI of the Charities Act 1993 with regard to the preparation of an annual report and its transmission to the Charity Commission.

11. Annual Return

The Trustee must comply with its obligations under Section 48 of the Charities Act 1993 with regard to the preparation of an annual return and its transmission to the Charity Commission.

12. Receipts and Expenditure

The income of the Charity, including all donations and bequests, must be paid into an account operated by the Trustee in the name of the Charity at such bank or building society as the Trustee shall from time to time decide. All cheques and orders for payment of money from such account shall be signed by two councillors.

13. Disposal of Trust Property, Incorporation and Dissolution

13.1 *Subject to the provisions of this Clause if the Trustee decides at any time that on the grounds of expense of otherwise it is necessary or advisable to discontinue the use of the Property and the trust fund in whole or in part for the Objects, the Trustee may, with the prior approval of the Charity Commission, sell or require the sale of the Property and other property comprised in the trust fund or any part of it on such terms as may be approved by the Trustee and the Charity Commission .*

13.2 *The Trustee may only do so after it has convened a special general meeting of the inhabitants of the area of benefit in order to explain the reasons for such discontinuance of the use of the Property and its disposal.*

13.3 *Not less than fourteen days' notice of such special general meeting (stating the reason for the meeting) must be posted in a conspicuous place or placed on the Property and advertised in a newspaper circulating in the area of benefit.*

13.4 *Following the sale of the Property and the trust fund in whole or in part in the circumstances described in clause [13.1], all monies belonging to the Charity including the proceeds of sale of any fixtures and fittings (after satisfaction of any liabilities properly payable) must be applied:*

13.4.1 *in the purchase or lease of other property approved by the Trustee and to be held upon the trusts of the Charity for to such charitable purposes as near thereto as circumstances permit or*

13.4.2 *towards such other charitable purposes or objects for the benefit of the inhabitants of the area of benefit as may be approved by the Charity Commission.*

13.5 *Pending such application, such monies must be invested and any income arising shall either be accumulated (for such time as may be allowed by law) by investing the same and the resulting income to be applied as the capital of such investments or must be used in furthering the purposes specified in this Deed.*

13.6 *In the event of the Charity being dissolved a copy of the statement of accounts, or account and statement, for the final accounting period of the Charity must be sent to the Charity Commission.*

14. Rules

Within the limits prescribed by this governing document the Trustee may from time to time make and alter rules for the management of the Charity and in particular with reference to:

14.1 *the terms and conditions upon which the Property or any part of the trust fund may be used by persons or bodies other than the Trustee for the purposes specified in this Deed and the sum (if any) to be paid for such use*

14.2 *the deposit of money at a proper bank or building society and the safe custody of documents*

14.3 *the appointment of an auditor or an independent examiner*

14.4 *the engagement or dismissal of such officers, servants and agents as the Trustee may consider necessary and the payment of such persons (not being members of the Trustee)*

14.5 *the summoning and conduct of meetings.”*

DATED: 2010.

SIGNED BY:

.....
Trustee of Hartley Womens' Institute Hall
Name:
Address:

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Trustee of Hartley Womens' Institute Hall
Name:
Address:

.....
Trustee of Hartley Womens' Institute Hall
Name:
Address:

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