

BYE LAWS FOR CHAFECOTE ~ ROUS LENCH VILLAGE HALL

SUMMARY OF CLAUSES CONTAINED IN THE TRUST DEED

(Incorporating amendments agreed by the Committee in 2007, 2008 and 2013)

1. TRUSTEES

The Hall is vested in Charity Commissioners being the trustees and is named Rous Lench Village Hall, Registration No. 523185.

2. USES OF THE HALL

The hall is to be used for the purpose of physical and mental training and recreation, and social, moral and intellectual development and entertainments or otherwise as may be found expedient for the benefit of the inhabitants without distinction of sex or of political religious or other opinions.

3. MANAGEMENT AND CONTROL

The management of the hall is vested in the management committee (the Committee), which is constituted as follows:

- (a) The following organisations of the parish or its surrounding parishes shall be invited to appoint representative members prior to the Annual General Meeting each year:

1. Parish Council
2. Parochial Church Council
3. Lenches Pre-School Group

Only those organizations mentioned in the trust deed or subsequently recognized by a two-thirds majority should be included in this list. Organisations ceasing to exist shall be removed from the list.

Organisations formed after the date of the deed and not inconsistent with its objects nor included in the above list may, on a two-thirds majority vote of the Committee, be recognized by the Committee, and may be added to the above list. In this case the total number of members of the Committee may be increased.

Organisations appointing representatives on the Committee shall be treated as Affiliated Organisations.

- (b) 5 members who are inhabitants of the parish or exceptionally when the required expertise is not available within this boundary, its surrounding parishes, and elected at the Annual General Meeting.
- (c) Up to 7 co-opted members who are inhabitants of the parish or exceptionally when the required expertise is not available within this boundary, its surrounding parishes. NB. Election for post must give preference to inhabitants from the parish in order to maintain parish control of the village hall.

All members details must be advised to the Charity Commission upon their election.

4. ANNUAL GENERAL MEETING

- (a) An Annual General Meeting is to be convened by the Committee in the month of May in each year by one week's notice to be affixed to some conspicuous part of the hall and other conspicuous place in the Parish if the Committee so decide. Any inhabitant of 18 years or over is entitled to attend the Annual General Meeting and vote.
- (b) The duties of the Annual General Meeting are as follows:
- (i) To receive reports from the Chairman and Treasurer.
 - (ii) To receive the resignations of the retiring members of the Committee.
 - (iii) To receive the appointments of representatives under Clause 3 (a) above.
 - (iv) To appoint members under Clause 3 (b) above.
 - (v) To take such action as may be decided in the event of any organisation failing to make an appointment or ceasing to exist.

BYE LAWS FOR CHAFECOTE ~ ROUS LENCH VILLAGE HALL

- (c) The Annual General Meeting, or failing this, the Committee at its first meeting after the Annual General Meeting in each year, shall appoint all or any of the following honorary officers from the members elected under Clause 3 (b) above: Chairman; Vice-Chairman, Treasurer, Secretary and Bookings Secretary.

5. THE MANAGEMENT COMMITTEE

- (a) All members of the Committee retire annually at the date of the Annual General Meeting, and their places are filled by the newly appointed representatives of the meeting. A retiring member may be re-elected, retiring members resident outside the parish may be re-elected providing there is no suitable candidate from within the parish.
- (b) A casual vacancy arising from the death, resignation or removal of a member of the Committee appointed under Clause 3 (a) is to be filled by the organisation represented by such a member. A similar vacancy arising in the case of a representative elected by the Annual General Meeting or a co-opted member may be filled by the Committee at its discretion. Any appointment made by the Committee pursuant to this rule shall only take effect until the next General Meeting.
- (c) Appointments and removal from appointment of any individual is the sole responsibility of the Committee under the guidance and supervision of the Chairman or Vice-Chairman, depending on the individual concerned, and must be sanctioned and recorded using the Committee's voting system.
- (d) No third party organisation or local or central authority may have any rights to appoint or remove any Member or Trustee of the Committee.
- (e) A meeting is quorate if there are no less than three full Committee members in attendance.

6. PROCEEDINGS OF THE COMMITTEE

- (a) The Committee shall meet once a quarter, or more frequently as may be required, and may be summoned by the Secretary at the request of the Chairman or any two members. At least three days notice shall be given to members by written notice left at, or sent by post or email to, the member's last known address.
- (b) The business of managing the hall will be carried out through meetings of the Committee. All items for discussion will be entered onto an Agenda and there will be an "Any other business" item to deal with ancillary issues that arise after the agenda has been circulated.
- (c) The proceedings of the Committee shall not be invalidated by any vacancy in the total number of members or by any defect in the appointment or qualification of any member.
- (d) The Committee may from time to time make and alter rules for the conduct of its business and the use of the hall.
- (e) Engage and dismiss such paid officers and servants as it may consider necessary,
- (f) Make such standing orders as may be desirable for the conduct of its meetings.
- (g) Appoint such sub-committees as it may consider necessary (e.g. Sports, Entertainments, Finance, Fabric).
- (h) The Chairman or Vice Chairman, if deputising, will manage the proceedings of the meeting and will decide if an item is unanimously agreed or whether a vote is required.
- (i) Where a vote is taken and there is stalemate, the Chairman or Vice Chairman, if deputising, will have a second casting vote and the decision will be carried on that basis.
- (j) The Secretary (or substitute taking the minutes) will record the decisions and report these as written minutes of each meeting, including action points and people responsible for implementation of decisions made.

7. MANAGING CONFLICTS OF INTEREST

- (a) Committee members should acquaint themselves with Charity Commission guidance on Managing Conflicts of Interest.

BYE LAWS FOR CHAFECOTE ~ ROUS LENCH VILLAGE HALL

8. PAYMENTS

- (a) All monies received are to be paid into a trust account at the Lloyds TSB Bank at Evesham, (or such other bank as may be nominated by the Committee).
- (b) Upon confirmation of receipt of goods or services, the Treasurer may make payment without sanction of the Committee for:
 - (i) Receipted expenses incurred by Committee members on approved purchases;
 - (ii) Invoices received against approved recurring contracts with license, utility and maintenance suppliers.All other payments require sanction of the Committee.
- (c) Net Profits, achieved for the benefit of the Village Hall shall not be distributed in part or in whole to any Trustee, member or third party. The Committee may approve a grant request from an organisation having aims not inconsistent with those of the Village Hall. The grant to be made from the proceeds of a specific event held in the Village Hall by or for that organisation.

9. PURCHASE APPROVAL

- (b) All purchases require Committee approval prior to purchase. If an approval is necessary before the next Committee meeting, approval may be requested via email to the Committee. If urgently required for legal or health and safety reasons, three of the Elected Officers may approve a purchase and inform the committee of their decision via email.
- (c) The Committee should approve purchases on the basis of best value to the Village Hall for an agreed requirement. For purchases in excess of £1,000 approval should be subject to a comparison of quotes from at least three suppliers.
- (d) Purchases of consumables and other items necessary for approved Village Hall fund raising events are deemed to have prior Committee approval.

10. CONTRACT APPROVAL

- (a) The Committee must approve all new contracts prior to commitment to a supplier. If an approval is necessary before the next Committee meeting, approval may be requested via email to the Committee. If urgently required for legal or health and safety reasons, three of the elected officers may approve a contract and inform the committee of their decision via email.
- (b) The Committee should approve contracts on the basis of best value to the Village Hall for an agreed specification of the service to be delivered. For contracts with expected total expense in excess of £1,000 approval should be subject to a comparison of quotes from at least three suppliers.

11. MORTGAGE, LEASE & SALE

It is permissible for the Committee to mortgage, lease or sell the trust premises subject to certain statutory and trust safeguards, but before sale or lease a general meeting of the inhabitants must be held, and the consent of the Charity Commissioners obtained. For full details, the Trust Deed should be consulted.

12. MAINTENANCE AND FACILITY IMPROVEMENT

- (a) The Committee, or an appointed sub-committee, will from time to time investigate, specify and manage the completion of maintenance and facility improvement activities. The Committee must approve the specification of all maintenance and facility improvement activity. All expense and commitment to expense will be subject to the rules regarding Payments, Purchase Approval and Contract Approval.
- (b) The Committee must ensure that all statutory requirements for certification of the Village Hall's facilities and equipment are complied with and that all recommended maintenance and facility improvement work required for certification is undertaken in a timely manner. This includes, but is not limited to, certification of fixed electrical wiring, portable electrical appliances and fire extinguishers.
- (c) The Committee must ensure that the Village Hall's facilities and equipment comply with the relevant requirements of current Disabilities and Health & Safety legislation.

BYE LAWS FOR CHAFECOTE ~ ROUS LENCH VILLAGE HALL

- (d) The Committee should regularly check that, in addition to statutory requirements, the Village Hall's facilities and equipment are kept in a safe and working manner, employing the services of professional maintenance providers as required, necessary and appropriate. This includes, but is not limited to, maintenance of central heating, fire alarms, lighting and chimneys.

13. DISSOLUTION

If the Committee decides that it is necessary or advisable to dissolve the Committee, for reasons other than the required annual retirement of Committee members, it shall call a meeting of the Committee, of which not less than 14 days notice (stating the terms of the resolution to be proposed) shall be given. If the proposal is confirmed by a majority of those present and voting the Committee shall call a meeting of all residents aged 18 and over, of which not less than 14 days notice (stating the terms of the resolution to be proposed) shall be given to receive the resignation of the Committee, receive a statement of accounts and elect a new Committee. Should the meeting be unable to elect a new Committee then the resigning Committee shall ensure that the assets of the Village Hall shall be held in trust in accordance with the terms of the Deed of Trust of the village hall until such time as a new Committee can be formed.

14. HIRE

- (a) Application for the hire of the hall shall be made to the Bookings Secretary at least 1 week in advance. Late applications may be refused. A booking will only be recognised as confirmed once a signed booking form has been received along with a returnable deposit.
- (b) Charges for hiring the hall shall be displayed prominently within the hall and shall be paid in advance to the Bookings Secretary.
- (c) No Furniture or Equipment of the hall shall be removed from the hall without the consent of the Committee.
- (d) The person to whom the hall is let shall be responsible for its proper and orderly use and for leaving of the hall and all utensils in a clean and tidy condition, and will be liable for any damage done to the hall and its contents or any loss found or reported.
- (e) The right to refuse any application for the hire of the hall (including any application received after the date due) or to refuse admission to any individual, without assigning any reason, is reserved to the Committee or to the Chairman or Vice- Chairman of the Committee, acting on their behalf, provided that the Chairman or Vice-Chairman will report his/her action to the next meeting of the Committee.
- (f) The Hall shall be let free with all appointments necessary for any event organised solely for the benefit of the Village Hall.
- (g) No obstruction shall be placed in gangways or fire exits.
- (h) No smoking shall be allowed within the Village Hall, the provided receptacle for cigarette ends shall be placed outside the entrance to the village hall during events.

15. HIRE BY THE RECTOR OF THE PARISH

The Rector of the Parish is entitled to have the use of the premises for parochial purposes on every Sunday free of charge except Lighting and Heating and to have premises properly cleaned after and on one other day during the week except Saturday at the present letting conditions and usual charges. The Committee may waive these charges if necessary.

16. INTOXICATING LIQUORS

The trust premises shall not be licensed for sale of intoxicating liquors unless such license is considered essential by the Committee for the success of fund raising events necessary for the upkeep and maintenance of the Village Hall, but this shall not preclude the consumption thereon of such liquors at any dinner, wedding celebration or other festive occasions; all under the control of the person or persons hiring the hall. In any event the trust premises shall not be licensed for the sale of intoxicating liquors unless the beneficiary of such sale is the hall or an Affiliated Organisation.

BYE LAWS FOR CHAFECOTE ~ ROUS LENCH VILLAGE HALL

17. PREMISES LICENSE

- (a) The Committee must ensure that all activities at events organised by the Committee, and that are licensable activities as defined in current Licensing legislation, are permitted under the terms of the Village Hall's Premises License and have been agreed to by the Designated Premises Supervisor
- (b) The Committee must ensure that all hirers of the Village Hall are fully aware that unless explicitly agreed in writing by the committee and the Designated Premises Supervisor the hall is being hired without benefit of the Premises License and therefore any Licensable activities as defined in the current Licensing legislation are permitted only by way of the hirer acquiring at their own cost and responsibility the appropriate Temporary Event Notice for such activities from the appropriate issuing authority for the period of hire of the village hall .
- (c) The Committee must ensure that users and hirers of the Village Hall are aware that the Village Hall's Premises License and any Temporary Event Notice that may have been acquired for an event at the village hall only allow those licensable activities to be undertaken within the Village Hall premises.

18. OTHER LICENSES

- (a) The Committee must ensure that the Village Hall is properly licensed for all planned activities whether or not regulated by the Village Hall's Premises License. This includes, but is not limited to, holding valid licenses for lotteries, television, film, live music and recorded music.
- (b) The Committee must ensure that users and hirers of the Village Hall are aware of the activities for which the Village Hall is licensed.

19. ALTERATION OF RULES

Rules may at any time be altered with the consent of a two-thirds majority of the Committee provided the terms of the Trust Deed and of other statutory provisions are observed.