

Memorandum of Understanding between Templeton Community Council and Templeton Community Hall Trust regarding Templeton Community Hall

1. Templeton Community Hall (the Hall) is owned by Templeton Community Council (**TCC**). It is leased to Templeton Community Hall Trust (**TCHT**) for £1 a year. **TCHT** is a Charitable Incorporated Organisation (CIO) and operates under Charity Commission law and guidance.
2. Originally (from incorporation in July 2020) **TCHT** was managed by four Trustees. In September 2024 this changed to **TCC** becoming the Sole Trustee (**TCHT** resolution July 2024, **TCC** resolution September 2024). All **TCHT** meetings and decision-making are totally separate from any **TCC** business and decision-making. The finances of the two organisations are maintained wholly separately.
3. This document is to clarify the different responsibilities each organisation agrees as theirs, and to provide clarity between the different roles. It sets out in written form what has been the situation since the Trust was formed. The underlying principles are that **TCC** has responsibility for the fabric of the building, safety and security measures for it, and to ensure that it is maintained as a viable property. **TCHT** has responsibility for the day to day use of the building, and any costs or duties associated with that, e.g. utility costs, relevant insurance, rates if relevant. These principles should be used to indicate which body is responsible if it is not specifically stated or indicated in the following paragraphs.
4. **TCHT** is responsible for the management of Hall bookings, including receiving and receipting income (except any Hall income related to the use of the alcohol licence– see paragraph 20).
5. **TCHT** is responsible for setting the hire rates for the Hall, and ensuring that these are suitable for the venue and comparative to other local venues, as well as providing an attractively priced venue for local residents.
6. **TCHT** is responsible for promotion of the Hall as a venue locally and regionally.
7. **TCHT** is responsible for insurance of the Hall to cover its responsibilities, including hire to third parties, including public liability, and as an employer.
8. **TCHT** is responsible for the salaries of the Caretaker and the Secretary who are employed for Hall work.
9. **TCHT** is responsible for compiling financial and other reports required by the Charity Commission and submitting them in a timely fashion, after they have been approved by the Trustee in a properly convened meeting.
10. **TCHT** is responsible for paying **TCC** the annual lease fee.
11. **TCHT** is responsible for paying all utility bills for the Hall. It also receives any income from the export of electricity to the grid.
12. **TCHT** is responsible for paying any property rates or equivalent required by Pembrokeshire County Council or otherwise.
13. **TCHT** is responsible for applying for and receiving any grants or discounts available to it as Hall leaseholder/ manager and as a CIO in charge of the Hall. This does not exclude joint projects with **TCC** (or others) that benefit the Hall or the larger community resource area within which it sits, for which the lead body will be agreed as appropriate in each case.
14. **TCHT** is responsible for the allocation and replacement of keys and access fobs to individuals, and the cost of obtaining replacements should that become necessary.
15. **TCHT** recognises that the Hall is part of a larger community resource area that is made available for the benefit of local residents and the wider community. They therefore are minded to support in principle improvements to that community resource area and to work with **TCC** and other bodies such as Templeton Together or the Church to achieve such improvements.

Agreed September 2024 TCC, October 2024 TCHT

16. **TCC** is responsible for ensuring the Hall building is maintained structurally sound, safe and fit for purpose, as well as the adjacent car park and outside areas including the patio and retaining walls.
17. **TCC** as owner of the Hall is responsible for insuring the building for their use, as part of their wider insurance which covers the Village Green and Play Park etc.
18. **TCC** is responsible for the periodic fire and security alarm systems provision and maintenance to comply with the above responsibility.
19. **TCC** is responsible for the Village Green, the North Green, and any equipment or items provided there by them, such as the small community garden and various seats.
20. **TCC** is responsible for the premises licence for the Hall and Green, and receives any income from use of this licence by third party hirers.
21. **TCC** is responsible for providing a suitably equipped hall to **TCHT** for community use that is safe and in accordance with current legislation. It welcomes suggestions from **TCHT** or hirers as to additional equipment that it can provide for the community, but reserves the right to decide itself whether to provide the items mentioned.
22. **TCC** and **TCHT** both agree that they can and will periodically work together for the benefit of the local community. This might include for instance providing joint events, seeking funding for equipment, Hall improvements, events, and activities or other items, taking advantage of their different legal status. This does not exclude either body from joint working with any other body.

23. This memorandum of understanding will be periodically reviewed, and if either party becomes aware of any additions or changes required to provide greater clarity to the relationship between the two bodies, it will be raised with both bodies and agreement reached and duly recorded on the matter in an amended memorandum.

This document was agreed by **TCC** in their meeting on 19-9-24

and by **TCHT** in their meeting on 17-10-24