

The Kemsley Village Hall Partnership Agreement September 2012 to August 2013.

*Terms and conditions of the Partnership Agreement between **Swale Borough Council** (SBC), Swale House, East Street, Sittingbourne, Kent ME10 3HT and the **Kemsley Village Hall Trust**, whose registered office is the Kemsley Village Hall, Ridham Avenue, Kemsley, Sittingbourne, Kent.*

1. Effective date.

1.1 This Partnership Agreement dated _____ 2012 is effective from the 1st September 2012 until the 31st August 2013.

2. Purpose of the Agreement.

2.1 The purpose of this agreement is to detail the extent of the partnership and support between SBC and the Trust concerning the responsibilities for the management of Kemsley Village Hall situated in Ridham Avenue, Kemsley, Sittingbourne, Kent.

2.2 The key outcomes of the Partnership for its duration are to:

- Improve the booking and customer experience of hall hirers;
- improve the appearance of the main hall and the accessibility of the service to the community;
- provide a means of assessing the benefits of a transfer of the possession of the Centre to the Company and a longer term partnership

In terms of measurable outputs reference is made to sections 5, 6 and 10.

3. Purpose of the Kemsley Village Hall.

3.1 The Kemsley Village Hall is a large community facility providing a venue for local community activities and services. It is capable of hosting reasonably large exhibitions and conferences as well as smaller group activities and events.

3.2 Its continued use is as a Community Centre for the purposes of strengthening the local community, encouraging residents to be more active and to provide better access to social activities, education and opportunities to improve life skills.

3.3 The Trust agrees to manage and develop these services to encourage complimentary community uses and not to encourage or change the premises' material use for other purposes without the prior written consent of Swale Borough Council.

4. Extent of areas within Kemsley Village Hall that are the subject of this Partnership Agreement.

4.1 The areas are detailed on the attached plan (Annex A). They include all the building, the green area at the front of the Hall, the gated parking area to the rear and the garden area to the west of the building.

5. Council undertakings

The Council will:

- a. Work with the Trust to agree regular building maintenance tasks and undertake them within the existing Building Maintenance budget,
- b. Transfer to the Trust 'Section 106' capital totalling £18,870 (or the amount remaining at start of agreement) secured to improve Kemsley Village Hall. The sum to be transferred following the Trust's procurement of capital works, agreed with the Council. (All uncommitted funds to be retained by the Council for use in any future agreement and investment in Kemsley Village Hall)
- c. Transfer to the Trust 50% of fees and charges income that has exceeded the £10,000 annual target if the target is exceeded at the end of the partnership agreement.
- d. Continue to meet the costs of the following:
 - Utility Services and Regulatory bodies fees.
 - Repairs to preserve the structural integrity of the Centre and the safety of users of the Centre, including all existing annual contracts applicable to the maintenance of Kemsley Village Hall.
 - Employment of the casual caretaker and part-time cleaner.
 - Rates.
 - Waste collection.
 - Cleaning materials.
- e. Insure the Centre and its contents listed on the Centre's Inventory.
- f. Retain responsibility for the Licences in the Centre and fulfil its landlord's responsibilities.

6. Trust undertakings

The Trust will:

- a. Remain a single legal entity having transparent governance and accounting arrangements and with clear policies on Equalities and community safeguarding.

- b. Design, manage and undertake improvements to Kemsley Hall utilising the section 106 funding and working with the Council to identify building maintenance scheduled works.
- c. To manage the booking and provide customer service for hirer's of Kemsley Hall.
- d. Market and promote the Centre by implementing the Trust's marketing plan and provide liaison and coordination between the Council's Caretaking Supervisor and Customers.
- e. Review fees and charges with users and put in place an equitable and open fees and charges policy and,
- f. Aim to achieve a target of £10,000 in fees and charges income this financial year for the Council.
- g. Apply the Council's health and safety policy and act as agents of the Council when employing contractors or instructing any staff to undertake work in the Centre.
- h. Produce a three year Business Plan

7. Assignment of public bookings/room hirings.

7.1 All existing room hirings for Kemsley Village Hall for the period of this agreement will be honoured by the Trust.

8. Income and fees and charges

8.1 All income from and associated with room hirings will be banked by the Trust and the Council will invoice Quarterly for their proportion of the income.

8.2 In consultation with customers and potential customers the Trust will be responsible for reviewing and setting fees and charges.

8.3 The Trust will be responsible for reviewing the terms and conditions of hire of Kemsley Village Hall and will begin to develop a system to enable customer enquiries, bookings, hirings etc to be transferred to the Trust on an agreed date during the agreement.

9. Performance and Review

9.1 On a quarterly basis the Trust will provide data concerning levels of public use of the hall and customer feedback. This will also include the number of hirings, the activities the rooms are being used for, the numbers of people using each room and their age ranges to enable the parties to discuss performance and demonstrate value for money services. The data will enable clear comparisons to be made with the previous quarter's performance, the

previous year's comparable period, and actual performance against monthly targets.

9.2 Both parties will also, on a monthly basis share and review actual expenditure and income against monthly budgets to monitor performance and help assess the success of the Partnership.

9.3 Every quarter both parties will meet to review this agreement and in particular performance against the Milestones in section 10. The review will be called by SBC and involve a meeting between the Trustees and Council Officers. During the period of this agreement the review will focus on the objective of transferring possession of the Centre to the Trust and any longer term partnership arrangements.

10. Milestones. (In terms of the overall success of the Partnership and its future, performance will be assessed against the following milestones):

Achievement/event	Date	Lead Partner
<ul style="list-style-type: none"> Partnership Agreement signed, Partnership launched and resources allocated. 	1 st September 2012.	Both
<ul style="list-style-type: none"> Three year Business Plan compiled and agreed Agreement reached on capital investment priorities. Revised draft fees and charges produced. 	30 th September 2012.	Both Both Trust
<ul style="list-style-type: none"> Quarterly Review Meeting 	November 2012.	Council
<ul style="list-style-type: none"> Quotes secured for decorative and functional improvements. New fees and charges applied. New hiring system launched (independent of Council). 	30 th December 2012.	Trust Trust Trust
<ul style="list-style-type: none"> Decorative /capital improvements completed. Quarterly Review Meeting 	28 th February 2013.	Trust Council
<ul style="list-style-type: none"> Partnership agreement reviewed and proposals for Asset Transfer reviewed. 	March 2013.	Both
<ul style="list-style-type: none"> Quarterly Review Meeting 	May 2013	Council
<ul style="list-style-type: none"> Heads of Terms drafted for asset transfer. Asset Transfer Proposal to Cabinet 	June - August 2013	Council
<ul style="list-style-type: none"> Quarterly Review Meeting 	Aug 2013	Council
<ul style="list-style-type: none"> Transfer of Asset to Trust (Dependent on Cabinet 	Sept 2013	Both

decision)		
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11. Termination of the agreement.

Dissolution of a Party to this agreement.

11.1 The Agreement will be terminated immediately on the dissolution of either one of the parties to the agreement.

Termination by one of the Parties to this agreement.

11.2 Either Party shall have the right to terminate the Agreement by providing two months written notice to the other party provided that it can demonstrate that it is unable to secure sufficient resources to sustain its involvement in/adherence to the agreement.

12. Signatories to the Agreement:

a. Swale Borough Council.

Head of Legal Services:

Signed.....Date.....

Print name:.....

b. The Kemsley Village Hall Trust

Trust Chairman:

Signed.....Date.....

Print name:.....