

## **Affpuddle and Turnerspudde Parish Council**

### **Extraordinary General Meeting Monday 20<sup>th</sup> August 2018**

An Extraordinary General Meeting was held on 20<sup>th</sup> August to consider the termination of the 1982 Agreement between Bladen Social Club and the Parish Council. This matter had been discussed at the Parish Councils meeting earlier in the month during which Councillors were minded to bring the Agreement to an end.

In advance of the meeting the Chairman read out the following statement to give some background to the matter.

‘The rationale for the 1982 Agreement goes back to a time when Club participation in a skittles league was very active and the agreement simply gave the club, as a privilege, priority to use the hall between 8pm and 11pm on Mondays, Fridays and Saturdays in the period 1st September to 30th April each year. At the time the Hall management as a Charity had not yet been established so this agreement was made between the Club and the Parish Council who were then managing the Hall. When the Hall was established in 1983 as a Charity, with management under a lease to a Committee of Trustees, a new 1986 Heads of Agreement was written but the 1982 was not terminated.

The 1982 Agreement is between the Club and the Parish Council in its former guise as hall management whereas the 1986 Heads of Agreement sought to set out the relationship and responsibilities between all three parties operating within a very different management structure. The Club no longer hire the hall in the way that was envisaged in 1982. They simply hire it as any user does, when they want to. However, because the 1982 Agreement has not been dispensed with the Club claim that it takes precedence over the 1986 Agreement, the result of this claim is confusion between Agreements and the various parties associated with them. The Parish Council is caught up in this because the 1982 Agreement is with the Parish Council and not the Hall. Terminating the 1982 Agreement will place arrangements for hall hire where they should be, solely between the Club and the Hall.

By bringing this obsolete agreement to an end it would have the double benefit of removing the confusion that has built up around it and firmly establishing the Hall with unfettered management of its own facility.

Although the meeting tonight is solely concerned with the 1982 Agreement it is worth noting that the 1986 Agreement is now some 30 years old. As we all know things change over time and the 1986 Agreement seems to have recognised this fact. Clause 7.2 provides for all parties to bring about change by agreement. As we are all present tonight it is worth saying publicly that the Parish Council is willing to take part in any discussion and to co-operate fully with both the Hall and the Club with a view to modernising arrangements between all parties.’

Members of the public were present for the meeting and some parishioners made contributions during public participation. The points made were many and various and Councillors are very grateful that so many parishioners took the time and trouble to attend and express their thoughts.

After public participation the Parish Council discussed the matter further and voted to terminate the Agreement with six months’ notice. The vote was unanimous.