

# THE PHOENIX HALL

Netheravon, Fittleton & Haxton

Registered Charity Number 1003542

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## GOVERNANCE

- A. The current GOVERNING DOCUMENT for the charity is the **Lease and Trust Deed dated 6 April 1987, as amended on 15th December 2009** with the authorization of the Charity Commission in respect of the membership of the Committee.
- B. As recommended by the Charity Commission, the document below called **Management Committee Procedures**, supersedes the written **Constitution of 13<sup>th</sup> May 1987, the latest known copy of which was dated 1988**.
- C. As recommended by the Charity Commission the document below called **Management Committee Procedures** also supersedes the SCHEDULE of the Lease and Trust Deed.

In the future, **Management Committee Procedures** may be modified by the Management Committee provided that the Charity Commission are notified of the changes. Except that the purpose of the Village Hall (clause 1) and clauses 11-13 of the Management Committee Procedures may not be amended without permission of the Parish Councils (The Landlord), the Annual General Meeting and the Charity Commission.

- D. This document does not alter the Lease requirements of the **Lease and Trust Deed** dated 6<sup>th</sup> April 1987, paras 1-5, in respect of the relationship between the Landlord (the Parish Council of Netheravon and the Parish Council of Fittleton who are the joint owners of the land edged in red on the Lease and Trust Deed) and the Phoenix Hall Committee of Management who are the tenant. The car park shown edged in blue in the Lease and Trust Deed was leased by the Principal Authority (Wiltshire Council) to the Landlord for use by The Phoenix Hall.
  - E. Note that in future the charity shall be administered by the Management Committee, in conformity with the covenants made to the Landlord in the Lease and Trust Deed (pages 3-8, paras 3.2 – 3.24) and the document below called **Management Committee Procedures**.
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**This document was approved by the Charity Commission on XX YYYY ZZZZ having been approved at the AGM of the Management Committee on XX YYYY 2020 following approval by Netheravon Parish Council on 23 July 2020 and Fittleton Parish Council on 14 July 2020.**

## MANAGEMENT COMMITTEE PROCEDURES

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### 1. VILLAGE HALL

The property (hereinafter called "the trust property") shall be held upon trust for the purposes of a Village Hall for the use of the inhabitants of the Parishes of Netheravon and Fittleton in the County of Wiltshire (called "the area of benefit") without distinction of political, religious or other opinions, including use for meetings, lectures and classes, and for other forms of recreation and leisure time occupation, with the object of improving the conditions of life for the said inhabitants.

### 2. MANAGEMENT COMMITTEE

- 2.1 The charity shall be administered by the Management Committee who shall be the Charity Trustees of the charity.
- 2.2 There should be a small sub-committee to deal with the day-to-day running of the hall.
- 2.3 Within the limits described in this document the Committee may make and alter rules for the management of the charity and in particular: -
  - a) The terms and conditions upon which the trust property may be used by persons or bodies other than the Committee for the purposes specified in this document and the hire charges (if any) to be paid for such use.
  - b) The deposit of money at a proper bank.
  - c) The engagement and dismissal of such officers, servants and agents as the committee may consider necessary and the payment of such persons.
  - d) The number of members who shall form a quorum.

### 3. CUSTODY OF DOCUMENTS OF TITLE

The landlord holds documents of title relating to “the trust property” but the members of the Committee shall have free access to them and be entitled to make copies.

### 4. MEMBERSHIP OF THE MANAGEMENT COMMITTEE

4.1 The Committee shall consist of up to eight **ELECTED** members and up to eleven **REPRESENTATIVE** members and may include not more than two co-opted members.

4.2 Co-opted members shall be appointed at a duly constituted meeting of the Committee.

4.3 The ELECTED members shall be elected at the Annual General Meeting.

4.4 The REPRESENTATIVE members shall be appointed at the Annual General Meeting.

The following organisations shall put forward a REPRESENTATIVE member: -

Netheravon Parish Council	2 members
Fittleton Parish Council	1 member
Non-profit organisations: groups/societies/clubs within “the area of benefit” may put forward a REPRESENTATIVE member	8 members

4.5 The notice of the Annual General Meeting shall invite eligible organisations to notify the secretary of their representative. Representative members shall be nominated to the Secretary not more than one month before the annual general meeting and within one month after the annual general meeting. In the event that there are more than eight representative members appointed by non-profit organisations a ballot shall be held at the AGM.

4.6 The period of office expires at the subsequent Annual General Meeting but members may be re-elected or re-appointed.

4.7 Failure to attend three consecutive committee meetings by an elected, co-opted or representative member without prior apologies to the Committee will result in that member being required to resign from the Committee.

4.8 No members of the Committee shall take or hold any interest in any property belonging to the Phoenix Hall, otherwise than as a trustee for the purposes thereof or receive any remuneration or be interested in the supply of work or goods at the cost of the charity unless complying with the Charity Commission’s standard guidance on paying trustees for services.

### 5. MEETINGS OF THE COMMITTEE

5.1 The Committee shall hold at least four ordinary meetings a year. A special meeting shall be summoned at any time by the Chairman or any two members upon seven days clear notice being given to all the other members of the matter to be discussed.

5.2 In the event that five parishioners in “the area of benefit” wish to call an Extraordinary General Meeting, a letter to this effect describing the subject to be discussed and bearing their signatures must be sent to the Chairman, who will call the meeting at the earliest possible date.

5.3 Every matter shall be determined by a majority of the members present. In the case of equality of votes the Chairman shall have a second, casting vote.

5.4 Any member who is adjudged bankrupt or who makes an arrangement with their creditors, or who is incapacitated from acting, or who resigns in writing, shall cease to be a member.

## **6. ELECTION OF OFFICERS**

- 6.1 The Committee, at their first meeting after the Annual General Meeting, shall elect one of their members to be the Chairman of their meetings and shall elect one of their members to be Vice Chairman. If the Chairman is absent the Vice Chairman shall preside. Otherwise, the members present shall, before any other business is transacted, choose one of their members to preside at the meeting.
- 6.2 The election of Treasurer and Secretary from members of the Committee shall also take place at the first meeting.

## **7. VOTING IN COMMITTEE**

- 7.1 The quorum necessary for a meeting to proceed shall not be less than one-third of the total members of the Committee at the time.
- 7.2 Every matter shall be determined by the majority of the members of the Committee present. In the case of equality of votes, the Chairman of the meeting shall have a second or casting vote.

## **8. ANNUAL GENERAL MEETING**

- 8.1 There shall be an Annual General Meeting which shall be held in the month of June or as soon as possible thereafter.
- 8.2 All inhabitants of the Parishes of Netheravon and Fittleton of eighteen years of age and upwards shall be entitled to attend and vote.
- 8.3 Annual General Meetings shall be convened by the Management Committee, with public notice of the meetings being given at least 14 days beforehand on the Trust property, on Parish noticeboards, in the local newsletter, on the local websites and on Facebook.
- 8.4 The Committee shall present to each Annual General Meeting the report and accounts of The Phoenix Hall Charity for the preceding year. A copy of the accounts shall be sent to Netheravon Parish Council and Fittleton Parish Council.
- 8.5 An independent auditor shall be appointed for the following year at the Annual General Meeting if the Annual Income is above £25,000 (Charity Commission guidance).

## **9. RENTS AND OTHER OUTGOINGS AND INSURANCES**

- 9.1 The Committee shall pay any rents, rates, taxes and outgoings, including the cost of any necessary repairs, and shall sufficiently insure the Phoenix Hall premises and any contents belonging to the Phoenix Hall against all insurable risks including fire, theft and public liability.
- 9.2 The Committee shall take out a sufficient indemnity insurance such that every member of the Committee shall be secured against any action taken against them.
- 9.3 The Committee shall not be responsible for insuring the equipment of other organisations using the hall or leaving their equipment at the hall in store.

## **10. SURPLUS INCOME**

- 10.1 The Committee shall apply the net yearly income for the purpose of The Phoenix Hall Charity, after satisfying its obligations in paragraph 9 above.
- 10.2 Any surplus cash belonging to The Phoenix Hall Charity may be invested or held as a working balance.
- 10.3 The Committee shall create and maintain a ring-fenced Maintenance Fund for foreseeable maintenance, repairs and replacements, and unforeseeable emergency repairs.
- 10.4 The Committee may receive grants, donations and endowments.

## **11. MINUTES AND ACCOUNTS**

11.1 The Committee shall keep a minute book and a separate record of accounts.

11.2 Each years' accounts are to start on 1st April and close on 31<sup>st</sup> March the following year.

11.3 Accounts shall be audited annually and copies sent to the Parish Councils of Netheravon and Fittleton.

## **12. MORTGAGES AND CHARGES**

12.1 The Committee (with the consent of the landlord and the Charity Commissioners) may from time to time by mortgage or otherwise obtain such advances on the security of "the trust property" or any part thereof as may be required for maintaining, extending or improving the same or any part thereof or erecting any building thereon or for the work carried on therein and may continue or may repay in whole or in part and from time to time any existing mortgage or charge on "the trust property".

12.2 The Committee may seek grants from the landlord for running costs, major maintenance and emergency repairs and may ask the landlord to seek mortgages or loans for improving the Phoenix Hall property and land.

## **13. SURRENDER OF LEASE**

13.1 If the Committee decides at any time that on the grounds of expense or otherwise it is necessary or advisable to discontinue the use of "the trust property" in whole or in part for the purposes stated in paragraph 1 it shall notify the landlord before calling a meeting of the inhabitants of the age of eighteen and upwards of "the area of benefit" of which meeting not less than 14 days' notice (stating the terms of the resolution that will be proposed thereat) shall be posted in a conspicuous place or places on "the trust property" and advertised in a newspaper circulating in "the area of benefit", and on the parish's websites, and if such decision shall be confirmed by three-quarters of such inhabitants present and voting at such meeting the Committee, with the consent of the Charity Commissioners, surrender their leasehold interest in the trust property and upon such terms as may be approved by the Charity Commissioners.

13.2 All moneys belonging to the charity including the proceeds of sale of any fixtures and fittings (after satisfaction of any liabilities properly payable thereout) shall with such consent as aforesaid be applied either in the purchase of other property approved by the Committee and to be held upon the trusts for the purposes and subject to the provisions hereinbefore set forth (including this power) or as near thereto as circumstances shall permit or 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 Commissioners and meanwhile such moneys shall be invested and any income arising therefrom shall either be accumulated (for such time as may be allowed by law) by investing the same and the resulting income thereof in like manner as an addition to and to be applied as the capital of such investments or shall be used in furthering the purposes specified in this deed.