

New Eynsford Village Hall

Memorandum of Understanding - April 2022

This Memorandum of Understanding is between:

Eynsford Parish Council (Council)

and

Eynsford Village Hall Trustees (Trustees)

General

1. This document sets out the relationship and expectations between the parties named above (Parties) with regards to a project to replace the existing Eynsford Village Hall.
2. It outlines broad intent so all parties understand the level of commitment and expectations each party brings to the project. Specific commitment, financial or otherwise, will be subject to separate contractual agreement as necessary.
3. The main scope of the project is to build a new village hall and car park on Harrow Meadow, Eynsford. The key elements of the Project are:
 - Build of a new village hall.
 - Construction of a car park adjacent to the new hall.
 - Repositioning of the existing football pitch as an enabling task for the new hall.
 - A land swap deal by Eynsford Parish Council for land adjacent to Harrow Meadow to facilitate the repositioning of the football pitch.
 - Suitable disposal of the existing village hall site land.
4. This document does not constitute a contractual agreement between the parties. Any commitment to funding, lease of land and other support is subject to specific negotiations and separate contractual agreement.

Project Management

1. The Council and Trustees have set up a Project Committee (Committee) to manage the Project with representatives from both parties and other volunteers.
2. The Committee will be responsible for all phases of the project including liaison with the planning authority, architects, contractors etc, but will need to work closely with the Council regarding aspects of the project having a direct impact on Harrow Meadow.

3. The committee will meet on a regular basis to track progress.
4. The Committee will report regularly to the Council and Trustees including summary updates on project progress and finance.
5. The Committee will also provide appropriate updates to the community.
6. The Council may provide reasonable ad-hoc support, including but not exclusively, the time and administrative services of the parish clerks throughout the project.

Land and Facility Issues

Council

1. The Council will lease sufficient Harrow Meadow land to the Trustees to enable the construction of a new village hall; this lease will not extend to the car park. The terms of any lease will be negotiated and agreed separately to this document.
2. The hall will be built to a size, design and footprint agreed by both parties.
3. The Parish Council will permit the construction of a new car park, retaining ownership and full control of the car park. The car park will be available for use by all village hall users.
4. Other use of the car park will be at the discretion of the Council but it is anticipated this will be for general community use.
5. Details of control of access and operation of the car park are outside the scope of this document.
6. The existing changing rooms will remain owned, managed and maintained by the Council. However, the Council will allow negotiated use or hire of the changing rooms in support of activities or events at the new hall.
7. The sports field and surrounding green space will remain owned, managed and maintained by the Council, however, the Council may allow negotiated use or hire of the sports field and surrounding green space in support of activities or events at the new hall.

Trustees

8. The Trustees will make a financial contribution to the Council for maintenance and up-keep of the car park. This may be separate or integrated into the main lease. Details of this contribution will be negotiated and agreed.
9. On completion of the Project, operation, management and maintenance of the hall will be the sole responsibility of the Trustees for the duration of the lease or until another agreement is reached between both parties.

Funding & Finance

Committee

1. The Committee will coordinate fundraising activities including grant applications and may create a fundraising sub-committee for this purpose. It is anticipated that other parties may also engage in separate grant applications.

Council

2. The Council has paid the fees for the two main planning applications for the Project.
3. The Council will aim to provide funding to the Project of at least £100,000 including planning or other project fees. This figure is intended to indicate the expected scale of Council funding rather than a specific target, but it is anticipated the final figure will be in excess of this.
4. All decisions on the provision of Council funding to the Project will be subject to the full Council approval. Key requirements for the release of major funding will be:
 - 4.1. Full planning consent has been obtained from Sevenoaks District Council for the entire Project.
 - 4.2. Full approval for the disposal of the existing village hall has been obtained in-line with the deeds and covenants of the existing hall.
 - 4.3. Lawful public approval has been obtained for the disposal of Harrow Meadow land sufficient to enable the build of the new hall.
 - 4.4. Formal agreement regarding the exchange of land for the re-aligned football pitch is in place.
5. Council funding may be released to the Project as a lump sum or by instalments at the discretion of the Council.
6. Grants secured independently by the Council will be held by the Council and transferred to the Village Hall Fundraising account upon full Council approval.
7. The Council may consider a Public Works Loan in order to bridge a fundraising gap that seriously risks the successful completion of the Project. The timing and amount of any such loan is to be approved by the Council.
8. The Council will consider placing enabling contracts on a case-by-case basis where it is lawful and appropriate to do so and where there is a clear benefit to the project.

Trustees

9. The Trustees will provide funding to the Project using existing funds and proceeds from the disposal of the existing village hall site.
10. Funding for the Project will be held in a specific bank account separate from the trustee's main operational account.

Arbitration

Both parties recognise the need for a mechanism to resolve issues between the Council and Trustees going forward. Details of such a process are outside the scope of this agreement, however, both parties remain open to establishing a formal arbitration process.

The Agreement

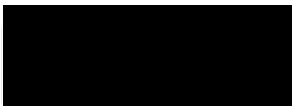
We, the undersigned, represent our respective organisations and agree to all statements contained within this document. We understand that separate contractual agreement will be made for terms and conditions relating to the lease and use of any land and facilities and any funding or support commitments.



Eynsford Parish Council

Position: Chairman

Date: 1 July 2022



Eynsford Village Hall Trustees

Position: Chairman

Date: 1 July 2022