

This review is in draft form: it is not structured in any particular way at this time.

All content and comment are at this time by Peter Tyler – this will change as editing proceeds.

I have tried to identify aspects and issues that might matter, in terms of coherent management into the future – comments are made in order to achieve transparency, rather than mere contentiousness.

Not about how the Committee works, but rather how the Centre does.

Please read the draft closely and tell Peter Tyler by 8th April about ...

errors or ambiguities

omissions ... either little bits, or whole new sections

stuff that does not need to be said

stuff that needs rephrasing

Birchmeadow Centre Review – Summer 2011

The Centre's present Manager, Dave Platt, is stepping back from that role in June. His input has been as both Bar and Centre Manager, though the two functions might be regarded as separable. This document relates primarily to the Centre's perspectives.

Much of what is done within the Centre and on its behalf comes directly from Dave's personal knowledge and experience.

Does his leaving make it essential to undertake a far ranging and detailed review of the Centre's activities, philosophy and goals, and its operational and management processes? Is it considered important to construct a meaningful guide for all that might be involved in the future (Committee & Trustees included, as well as Staff)?

If so, every relevant aspect of the procedures, processes, philosophies, and systems needs to be identified. Along with the various activities and usages that now take place, opportunities for activities or developments in the short and medium term need to be considered. Their true costs and benefits need to be reviewed: in both social and financial terms.

Analyses should lead to clearly defined plans and preparations, permitting the Centre to be managed, staffed, and serviced efficiently and coherently into the future.

The review process might be undertaken with voluntary input. This small town is not bereft of citizens with talent and competence: perhaps their potential needs to be actively invited, and harnessed. This does not have to mean Committee membership, but perhaps merely occasional, even temporary contribution.

Shropshire Community Council might be invited to advice on the potentials (and costs) for their involvement in the process.

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. General principles

(a) Core purposes

This might be the right time to generate a “mission statement”, which would need to be consistent with the Constitution. According to the Constitution (quoted below), the Centre's purposes are to:

- Advance education and to provide facilities in the interests of social welfare for recreation and leisure-time occupation to improve the conditions of life (of the Town's and locality's inhabitants).
- Maintain and manage the Birchmeadow as a Community Centre.
- Promote such other charitable purposes as may from time to time be determined.

(b) The way we work

Do we need some statements that define our “style” perhaps, like “politeness and consideration is sought at all times: including both towards and by younger users.

(c) Constitutional and structural issues

Committee

The Centre was established at a time when there was a number of active organisations affiliated to it. Its Constitution allows for such groups to be represented as Members on the Management Committee, which can be up to 15 in number. It also permits individual members of the public to be elected or co-opted, if organisation-representatives are not forthcoming.

One Member should be under 18 years of age.

Annual General Meeting

Held not more than 15 months after the previous one, and open to all to attend. It receives the annual report and accounts, elects the Officers, appoints auditors, considers proposals to alter the Constitution.

Lease from Broseley Broseley Town Council.

The lease was assigned on 2nd October 2000, with a Deed of Variation in 2008 - copies held by the Secretary. It runs for 99 years. The elements that most directly affect the Centre's Committee in terms of ongoing operation include expectations that it will

- keep the inside in “proper & tenable repair and condition” ... “well and attractively decorated”
- decorate the outside of the building when reasonably required, using a similar finish
- maintain & test fire extinguishers, any sprinkler system installed. Display & illuminate emergency exit signs & evacuation instructions, and instruct staff in procedures
- not enter into an agreement with any single brewers/brewery group.

The landlords (Broseley Town Council) will insure the building against usual risks, up to the cost of full rebuilding, and will keep the outside¹, roof structure & foundations in good repair.

ACRE hallmark scheme

There is a National scheme that enables halls to develop their ways of working so that they can be “hallmarked”. They are given credits for achieving standards that are indicative of good practice, in the interests of the both hall and its community.

Should this Centre consider becoming more closely involved with the scheme? It operates locally through Shropshire Community Council.

. Accounts

(a) Procedures

Accounting software

The software at present in use is Solar Accounts: bought in early 2010. It permits detailed and thorough recording of all transactions, and provides an instant reporting capacity, with reasonable versatility. Regular updates to the software are made via an online link. It is essential for Solar users to have Internet connectivity.

1 Comma inserted – Broseley Town Council letter dated 15th Jan 2008.

The software is not difficult to use, and its thorough and professional design reflects good bookkeeping practice. It serves the Committee well, and it can be learned with relative ease by new Treasurers or Billings Secretaries.

Regular backup of the accounts is made onto a memory stick, kept separately from the Treasurer's computer. Full data is included in exports to the Billings Secretary, which also represents a backup.

Templates

Invoices are based upon a template that is set up by the Billings Secretary. Modifications can be made through the software, in the menu item "setup". It may be adapted at any time, and may be designed to incorporate messages or information.

It should be remembered that changes to the template affect all invoices which are recorded within the software, even those drawn up many months before.

Treasurer role

Barry Webb to draft.

Billings Secretary role

Invoicing for room hires is undertaken solely by the Billings Secretary using the accounting software, as is the creation of all new-customer accounts. A record of open invoices and customers is provided to the Treasurer on a regular basis by exchange by email of Solar Accounts files.

The Treasurer similarly exchanges data so that the Billings Secretary's record of paid invoices is up to date, since it is the Billings Secretary who checks and chases invoices unpaid or underpaid.

Invoices are emailed (preferred method), or printed off & sent by mail. A paper-based record of all invoices is maintained along with the software records.

The Billings Secretary refers to the Bookings Diary regularly, and from it takes note of the hirings of the various rooms. These are cross checked against the Bookings Forms (held by the Billings Secretary after they have processed through the Diary) to confirm that invoices are being correctly issued.

Invoices generally are issued soon after receipt of a Booking Form, and in advance of the hire date. Those for regular users, especially for events spanning several days or weeks, are generally issued after the event. In such cases quotes are issued, so that (i) the hirer has an idea of costs, and (ii) The Billings Secretary can annotate the paper copy to keep track of dates used, and any amendments to projected hire-use.

(b) Reporting on accounts

Not all bodies require the same information. The software is well able to meet the requirements of all, however, and is sufficiently well structured as to be able to produce reports within seconds, making it invaluable as a management tool at meetings.

Birchmeadow Centre Management Committee

What does it regularly require and receive?

Broseley Town Council

What does it regularly require and receive?

Charity Commission

What does it regularly require and receive?

(c) Auditing

What do we do about this, and what are we required to do in law, and according to the Constitution, and the Charity Commission? Constitution item 7(a)5 reads that it an AGM duty "to appoint one or more qualified auditors or independent examiners for the coming year to audit or examine the accounts of the Committee in accordance with the Charities Act 1993"

. Alcohol provision, and the Bar Company

It was decided many years back that the Centre would benefit from being able to provide alcohol on a regular basis, and to avoid the cumbersome business of having to apply for occasional licences. The number of structured events and private parties held across the average year is big enough to require a bar considerably more than 20 times.

| As recommended by the Charity Commission, a separate Company was established for this purpose.

We have no copy of any agreement or statement of terms and conditions between the Centre and the Bar Company, which was incorporated in July 2001. Secretary holds a copy of Articles of Association. Within this there is no maximum number of directors.

(a) Charity Commission Guides

CC27 - Providing Alcohol On Charity Premises

A copy of the guidelines has been downloaded from the Commission's website (Appendix 2). It is available to be downloaded or read via the Centre's website. *It needs a very close and careful reading so that we can do things in accordance with its requirements/guidances. Several of the subheadings below are prompted by points made in CC27.*

We were informed by the Charity Commission in April 2011: A bar that has been properly established as a trading arm "is permitted to sell alcohol to any person or organisation that uses the Hall, whether they pay a hiring fee or not. It is the responsibility of the trustees to decide who can use the premises and on what terms." (see appendix 2)

(b) Birchmeadow Centre Management Committee

Representation on Bar Company Committee

Might we review the situation that exists at present, where all three Directors are also Trustees. No-one on the Bar Company's board or management team is free from interest or influence when the Bar Company is being discussed by the Birchmeadow Centre Management Committee.

(c) Bar spaces

There are two bar spaces. Which is available for hiring? What is the policy or philosophy underpinning hiring availability or non-availability? When are they open and for what purpose – see Charity Commission note, Appendix section (18). Do hire fees represent charges for space-usage, or charges (on behalf of the Bar Company) to cover wages?

(d) Decoration & presentation

How do the bars "look", and for what audience are looks designed? For example, for users of the bars as general public, or indoor games leagues, or for "cultural events" that use the Main Hall? Does it matter? How are costs of decorating & achieving good presentation met?

(e) Furnishings

Where do they come from? Are the furnishings owned by the Centre, or the Bar Company? How are they kept in presentable and safe condition, and who pays? If damaged, who pays for repairs?

(f) Accounting

An "interesting" area. *Italicised notes below are by Peter Tyler alone – they may not actually happen at all.*

Bar management

All accounts records are kept in legible, up to date, and permanent order. Written day-to-day records include till income as recorded at close of business, wages paid, bar related expenses (of all kinds) met from the till, and detailed information about purchases made in cash from till income. The Main Bar and Small Bar till incomes are recorded separately.

Wages are recorded both in the till-record book, and in the staff wages book, where they are signed for. In the former, only the amounts are shown

The software used by the Centre Treasurer is used also by the Bar Company, and all financial transactions are recorded therein: much will be taken on a regular basis from till-records kept in the bar area.

Treasurer

Bills and invoices paid by cheque, PAYE, and inpayments to the Bank from the till takings will be recorded into the software, with full details. *There is at present great discontinuity between wages/tax and all other functions, which could be resolved and could be manageable, with appropriate software (NOT Excel).*

The Bar Company reports monthly to the Birchmeadow Centre Management Committee, formally showing (i) profit & loss, (ii) the current state of the Bank Account and Cash in hand, and (iii) bills known to be outstanding plus anticipated expenses.

Should all accounting records be available for inspection by any member of the Birchmeadow Centre Management Committee (Trustees of the Charity) nominated by that Committee so to do?

(g) Staffing & payments

Might the Management Committee expect that volunteers from within the Community be identified, trained, and used as bar staff – especially for events that are held at the Centre?

Staff are paid in cash by the Centre Manager, who countersigns against their signature for receipt of such cash. The payment is recorded in a proper financial record book (above), and signed as received. Hours worked are recorded.

Hours worked but not paid in cash at the time will be recorded in the same fashion, and marked “unpaid”. Such wages that are paid later by cash is recorded as a new entry in the record book, reference being made to the date on which the hours were worked, and will be signed as received by the staff member.

(h) Prices

Charity Commission expectations assume not selling at an uneconomic price – does that mean any price below the local market average? Is it the Centre's role is to provide alcohol in price competition as if it was an ordinary licensed outlet? So what is the Centre's policy on pricing alcohol? Are prices above, at, or below other outlets (including other Community Halls, but excluding Social and other Membership Clubs)?

Can the Bar Company act independently of the Centre's Trustees in this matter?

(i) Stocktaking

To indicate the Bar Company's financial condition to Trustees, there (logically) must be stock-taking data.

This can be bought through local providers. Also, software is available that seems well able to help undertake stock control. They include the capacity to stock-take, to register purchases, sales, and wastages, and to measure overall sales profit or loss. Examples include.

SelfStock £250+VAT

BarSteward £99 – looks intuitive and clear and worth the small investment

Cellar

Who has access? Who pays its utility bills – how much does it cost to run? Is it the right size, physically, given the cost of cooling it?

(j) Rental

What is the arrangement and how does it comply with Charity Commission guidance? Who pays for which bar spaces, and how? Do arrangements comply with Charity Commission expectations (see Appendix 2)?

If the small bar is included in a hire and draws the extra hire fee (which is 40% higher than empty room hire), is that fee regarded as rental assigned by the Bar Company to the Centre? Or is it a charge by the Centre to the user for using the space, within which the Bar Company happens to operate?

. Assets - rooms & equipment

(a) Main Hall

Size. Description. Number of users. Tables & chairs: and their storage. Speaker & lights sockets. Lights controls. Heating controls.

(b) Broadplace room

(c) Stage

Including storage, lights (BroADS), sound & speakers. Curtains. Who owns what, and what right of use is available to Hall hirers? Are there ever charges made – by whom?

(d) Changing room

(e) Main bar

(f) Hallway

(g) Bar working-spaces & cellar

(h) Upstairs rooms

(i) Youth room

Size. Decoration. Users.

(j) Lighting Room

This room is used only by BroADS or by other users that have been instructed in the use of the equipment that is stored in and controlled from the room. It is locked: keys are held by (i) Centre Manager and (ii) BroADS representatives.

Access is via the Youth Room and it may be accessed at any time, including when the Youth Club are using the Youth Room (recognising that it is actually their space at that time, and that permission should be requested). Such access does not reflect 'contact with young persons': no special permissions or clearances are required.

(k) Office

Whose equipment is there at present? Who uses it as a room? Who pays any rental?

(l) Toilets (all)

(m) Furniture

Chairs – tables -desks. Cleaning devices, electrical equipments etc.

(n) Stage lights (Main Hall ceiling)

These are owned by BroADS. What conditions apply to their use? Who & how, and when, gives permission for installations of cabling and other infrastructure? Does the Birchmeadow Centre Management Committee have an explicit involvement in such processes? Speakers.

. **Charity issues**

(a) Charity Commission Guides

Where are they available? Give online address and make them available on our website.

Good governance for charities

Hallmark scheme.

(b) Compliance

These four sections handled by Treasurer (?)

(c) Registration

(d) Annual reporting

(e) Constitution

(f) Downstairs rooms

. **Maintenance, heating & decorating**

(a) Caretaking

(b) Heating system

Settings, and points made by Mike Kaiser.

What do the **two** boilers do – what areas do they cover – when are they on?

Rad valves : room thermostats : who, when controls them. Where are they located, and are these the best places?

(c) Lighting & electrics

(d) Internal & External maintenance

Is there a process for regular inspection or surveillance – if so when, how,, and by whom? What reporting system applies

(e) Reporting, recording, and taking action on faults

How do we get jobs done? Is there a quote system?

(f) Decoration

Who decides what needs doing, and when? How are contracts established? Who acts as overseer of works undertaken?

. **Notices**

(a) Boards

Notice boards contribute to the overall quality of the building: they are a showcase, presenting information and reflecting the “personality” of the Centre. They need to be attractive and orderly, and to avoid confusing or discouraging viewers.

Given the role of the Centre, information about the hazards of alcohol, encouragement to keep down noise,

or warnings about drug misuse or drunkenness needs not be displayed, does it? No smoking signs are irrelevant, its being banned by law from all public buildings.

Hallway

The large board in the entrance hall is for posters relating to the Centre's events or information. This includes paying users of the Centre (such as Tai Chi or Martial Arts).

The smaller board is for posters that may be of less direct pertinence to the Centre and its activities, including Community activities. Commercial interests not using the Centre cannot be represented.

Both boards need to be free from clutter, and only to carry posters that are in good condition. The only person permitted to post notices on the boards is the Centre Manager.

Outside

The outside notice board is owned by Broseley Town Council for Community and Council information. This includes such things as meetings, proposals, and 'consulting surgeries' held by Councillors.

(b) Walls and doors

No posters or signs may be stuck on or pinned to walls or doors in any part of the building except by Centre Management.

Hooks have been put onto the columns in the Main Hall for suspending decorations or notices by users. A notice to this effect is suspended above the main lights switches in the Main Hall.

. Hiring

(a) Rooms & bar(s) available

(b) Prices

Are we charging at an economic rate? How do we appraise charges & compare to others? Who – when does it?

A very limited enquiry in March 2011 indicated that we may be much below a proper level. Little Wenlock charge £10 ph to locals, and £12 to others, with charges of £20 for cleaning up afterwards. Kirkhampton charge £10, including kitchen access. Victoria Hall in Broseley charges £16 ph, I was informed by a user. Little Coalport charges £6 ph.

Shropshire Community Council indicate that prices should be computed based on as many facts about the facility as can be brought to bear. These include the number of bookings and the number of hours booked in a year, taking into consideration

- the variable running costs (utilities, unscheduled maintenance, cleaning materials)
- fixed costs (+ 10%) such as fire reg's, PAT testing costs, insurance, PRS licences, caretaking, planned or scheduled maintenance (*to this might be added costs of financial auditing*)
- longer term maintenance such as redecoration, electrical tests of building, heating system renewal

(c) Access

Opening up and closing down – vacate-times.

(d) Terms & conditions

See appendix 1. Terms and conditions are reviewed and amended or confirmed as needed.

(e) Responsibilities

Who opens up and closes down?

(f) Making bookings

Forms

Forms are available for all hirers to complete. Only when a form is to hand is a hiring request regarded as "made". A Bookings Secretary may make a note of a provisional booking following a verbal or email request:– it must be followed by a properly completed form, and the Bookings Secretary will make this clear to enquirers.

Forms clearly indicate our current prices and conditions of hire. Copies are kept in the Centre's filing cabinet, and can be downloaded for completion from our website. Because a visit to the website increases the chances that hirers will look to see what events are forthcoming, this option for accessing forms is preferred.

Request made in letter form by institutional hirers (such as Councils and Blood Donor Services) will be accepted as "proper" booking applications, and forms will not be sought, provided that all necessary information is included.

Diary and online calendar

The Centre's diary-book is the definitive statement of what bookings have been made. The online calendar is kept up to date so far as is feasible, and may be used to provide an initial check of what dates are taken or available.

Only a check with one of the Bookings Secretaries (who will check the diary) can be regarded as the Centre's confirmation of such information.

Procedures – who does what & when

Details of bookings are entered into the diary by one of the Bookings Secretaries: only they may make such entries. Forms are initialled & dated by the person making the entry.

Potential clashes or information that the hirer needs to know will be provided by either the Centre Manager, or by the Billings Secretary. If a provisional booking clashes, one of the Bookings Secretaries will check with the first enquirer within 24 hours to determine their intentions. A provisional booking cannot be held open beyond that check, if a firm request is to **formally** hand that clashes with it.

Forms are passed on to the Billings Secretary after entering in diary.

If confirmation is requested, this will be provided by the Billings Secretary.

Invoices or quotations **are** raised by the Billings Secretary, at earliest opportunity.

(g) Billings

See Accounts.

. Safety & security

(a) Insurance

What does it cover? Who manages it? How are claims managed? What obligation do we have to hirers – and what do we tell them about this?

Do we actually need two covers – is the bar not covered by ours? Do we need stock insurance – and is it actually provided as part of the cover we now have?

(b) Fire exits and extinguishers

Specify where fire exits are and how they are accessed. Are there door signs on all doors?

Can anybody actually use the one that's upstairs – in the Office? Is it viable as an exit. Does the Office door need to be made readily opened, with a key in a glass case, perhaps.

Where are extinguishers? When are they tested & replaced? Who sees to it?

(c) Fire risk assessment

Guidance to be annexed to this document. Examples from elsewhere indicate that it is something that can be done by ourselves, but it may lead to evaluations that will demand rectification in terms of availability and efficiency of storage, or to demands for changes to the fabric of the Centre (door fixtures, for example).

(d) Electrical

PAT testing

Guidance to be annexed. Annual contract with an electrician? Note that Shropshire Community Council cost this into their model for hire charges.

(e) Building & access alarm

The control box for the building's alarm system is mounted on the left-hand wall of the entrance hall. It is kept unlocked. Fobs are used to activate and disable the alarm. The plastic bulb of the fob is held steady on the lower sensor-bar on the control box until the alarm registers its presence and informs the holder when the alarm has been changed (put on, or turned off).

After setting to **on**, it sounds a continuous tone for several seconds, then allows about 20 seconds to vacate the hallway and shut the main door. Two short beeps confirm that it is fully activated after the door has been closed. ~~Where is it?~~

What contract applies? Who is responsible for what? Keyholders - who are they? Why are they designated thus?

. Utilities

Who does the readings? How frequently? Where are the meters? Where are control taps? Fuse boxes and fuse supplies? Where is information recorded? What contracts apply & who manages them? Bulbs and replacements.

- (a) Gas
- (b) Electricity
- (c) Heating
- (d) Water
- (e) Waste

. Website

(a) General upkeep

Hosting

The Centre's website is registered independently: birchmeadow.org.uk. It is hosted with VirtualNames (virtualnames.co.uk), to whom annual charges for hosting and mail forwarding are made.

The account number for accessing functions is uks63751. The password to access the administrative functions is Bmtf12.

Passwords

All passwords are lodged with the Centre's Secretary.

(b) Particular pages

Documents

Events

The site's dynamic events page lists the forthcoming attractions at the Centre. The page which controls what is seen (the administration page) is accessed by the web-address birchmeadow.org.uk/admin/index.php, which is password protected (see above). The user-name is "admin". The password is

This page permits anyone with password-access to add events, and to edit them. The form is quite straightforward, though it should not be assumed that it can be used with great ease. It does have to be attended to, as it is being looked at and (carefully) read.

(c) Advertising links

Within the website there are several links to "what's on" calendars and ticketing agencies. These mainly relate to ongoing events, so they need to be managed in a dynamic fashion. The websites and broadsheet/magazine will show our events if they are submitted in good time, which should be "as soon as possible". The link addresses are contained on the website itself, and are as below.

In each case the contact name is the Organiser of the Event, or the Secretary of the Committee. The email address that's given is events@birchmeadow.org.uk, and the phone number is the Centre's mobile (07880 721388)

www.whatswhatmagazine.co.uk/dates-for-your-diary – this site refers to a magazine that started to be circulated in Broseley during 2011, and it's based in Much Wenlock. No password is needed.

www.31days.co.uk – 31Days have a website and circulate a leaflet throughout Shropshire on a monthly basis.

www.wherewecanwego.com – a national site, with which we are registered as users. Our signing-in identity is the events email address (see above), and our password is Birchtf12 (*which stands for Birch, and the first part of the postcode*).

www.wegotickets.com – this online ticket outlet is accessed via the user-name CBagnall, password Wigton2517. After signing in, events can be added or amended via the Organiser.

. Office management

(a) Day to day actions filing cabinet

The upper drawer in the cabinet in the Main Bar is used by the Officers for postage collection, and by the Bookings & Billings Secretaries.

The lower drawer is not used. It is available for the Bar (which might be preferable in both office-efficiency and fire-risk terms than leaving papers and books around the bar itself).

(b) Laptop & printer

These have been made available by the Broadplace facility (which uses the small bar area). Access to Internet by broadband is included. The loan is regarded by both parties as in lieu of any form of charge or rental.

(c) Emails

Googlemail account and how to use it. Preferable to using one's own address (?) – consider why.

(d) Telephone

The Centre's telephone (*donated by Peter Tyler*) is located in the Main Bar. It has a message recording facility. The outgoing message is kept in order after loss by such as power cuts - "*hello, this is the Birchmeadow Centre. Please do leave a message, or if you prefer, you can try our mobile number which is 07880-721-388 (repeated)*".

A mobile (number as in message above) is provided for use by the Bookings/Billings Secretary.

(e) Upstairs Office

Might it be appropriate to remove the laptop and filing system there so that all Officers can gain access, and use it **as the Office** of the Centre: where they might actually do their Centre-related office work.

. Young people and children

Proper supervision for young children

Statutory Framework for the Early Years Foundation Stage. May 2008

Page 29 states Providers other than childminders must have effective systems in place to ensure that practitioners and other people aged 16 or over likely to have regular contact with children (including those living or working on the premises) are suitable to do so. (In the case of childminders, Ofsted is responsible for checking the suitability of all those aged 16 or over living or working on the premises.)

Page 33 states Where the early years provision takes place in a communal building such as a community centre or village hall, the part of the premises used by the early years provision should be for the sole use of the provision during the hours of operation. Ideally, the premises should have their own kitchen and toilet facilities but, where this is not possible, the provider should take steps to ensure that other users do not have a negative impact on the quality or safety of provision.

Sensible interpretation of these two paragraphs ("*provider" being the scheme's provider*)

Page 29 – regular contact must only be by people who are assessed as "suitable to do so". No effort is called for beyond the proper assessment of those who are providing & manning the scheme. The Centre has no responsibility in regard to this paragraph.

Page 33 – to ensure that other users of The Centre do not have a "negative impact", it is going too far to expect that nobody else will be allowed into the premises or its car parks. People such as other hirers, using other rooms, Centre Staff, Contractors, or Caretakers (none of whom are likely to have regular contact) are not prevented from entering the building or from using its toilet facilities. The condition is met by ensuring that no child leaves the area of care provision unless accompanied either by its own carer/parent or a member of the provider-team ("such people"). Also, no-one other than members of the provider-team pass through a room in use by the children or be briefly in it, unless a team-member is continuously present and has given explicit permission (which they are entitled to refuse).

. Affiliations and memberships

(a) Broseley Town Council

Room hire/use
Representation
Building-related issues

(b) Shropshire Community Council

. APPENDIX 1 – Booking conditions

1. Bookings can be made only by our form or (provided that sufficient information is given) by letter, or by email. Letter or email bookers will be provided with forms also where appropriate. (Verbal bookings may be noted in both the Diary and the Online Calendar, but are regarded as provisional until a form is to hand. Enquirers will be made clear about this fact by a Bookings Secretary.)
2. Hirers should ensure that they include sufficient preparation, set-up, and take-down time.
3. Charges are made to the nearest half hour upwards.
4. Minimum booking time is one hour.
5. New multi-session hirers may be requested to pay for four sessions in advance.
6. The Centre will be accessible 10 minutes before hire-time, and should be vacated within 10 minutes after hire-time.
7. Latest finish time is midnight unless otherwise agreed.
8. Hirers may not bring their own alcohol for consumption on the premises.
9. Hire fees are payable by 28 days before the date of the event unless otherwise agreed.
10. A damage deposit of £25 (refundable subject to inspection) is payable by cheque at least one week before the event.
11. Cheques payable to “The Birchmeadow Centre” & addressed to The Billings Secretary, Birchmeadow Centre.
12. Cash payments can be made to Bar Staff, Caretaker, or any Committee Member, and will be receipted.
13. Fund Raising functions must be by prepaid ticket only. *What does this mean?*
14. Maximum 150 people at functions.
15. If the event is for people under 18, names and addresses of 5 responsible adults (at least one female) to act as stewards for the function to be provided. An adult must be present in the function room(s) at all times.
16. Hirers are responsible for any loss, damage, or injury caused by the hirer or by any person attending the event during the hours of occupation of the hired rooms.
17. Hirers are asked to to notify any changes or cancellations personally, in writing, or by email to the Booking Secretary.
18. Non-cancelled non-use of pre-bookings by Regular Users will be charged at one full hour of that booking.
19. Prices are fixed for twelve months following the date that bookings are accepted. Bookings made more than twelve months in advance, with more than 120 days still to go to the date of the event, will be charged the rate current at the time of the event. (Hirers will be informed by the Billings Secretary by mail or email within 5 days of a Committee decision that affects such Bookings: if not thus informed, the earlier rate will apply.)

Birchmeadow Centre undertakes to

- provide booking forms by hand or by post, or downloaded via the Centre’s website (www.birchmeadow.org.uk)
- properly annotate every accepted Booking Form with the actions taken by the Centre, and to record all bookings dates (including those requested by letter) into the Centre Diary with minimum delay.
- alert Hirers with minimum delay in the event of an application or booking being in any way problematic, or being affected by unforeseen circumstances.
- ensure that the Centre Manager is made aware of all newly received bookings or serious booking enquiries, so that necessary staffing and stocking arrangements can be made.
- confirm to Occasional Hirers of their booking, and Invoice them in advance of the Hire Date.
- confirm Bookings to Regular Hirers by email or letter if requested.
- invoice Regular Hirers in accordance with the schedule specified on their Booking Form.
- record into the Centre Diary, in advance and in full, all non-hiring users (such as Darts or Dominoes Leagues).
- recognise and accept that some variability may occur in the actual usage by those making regular, advanced bookings.

Booking Conditions – December 2010. Created using OpenOffice Writer. BookingConditions.odt

. APPENDIX 2-

. –Charity Commission Guide 27

Providing alcohol on charity premises

The items below are those most pertinent to the Centre's relationship to the Birchmeadow Bar Company.

(Para. 15) It is important to note that the individual trustee, or officer, of the charity who has been granted an authority for the sale of alcohol is the licensee. As such, he or she is responsible for complying with the terms of that authority and with certain statutory obligations (eg not selling alcohol to people under the age of 18). A breach of the authority or of any of the provisions of the Licensing Act 1964, may result in the licensee facing a criminal prosecution. The trustees as a whole should act together to fully support the licensee in fulfilling these obligations.

(Para. 18) The sale of alcohol is an ancillary activity (*that is, connected with the furtherance of their charitable objective*) if it is done simply for the purpose of refreshing people who are on the charity's premises to take part in a recreational, educational or other charitable (or fund-raising) activity. For example, where a village hall or community association provides facilities to play games and sports, properly provided facilities for the purchase of alcohol may be made available for the participants or spectators, provided that:

- the bar is open only when the premises are in use for those activities
- only participants and spectators use the bar facilities.

(Para. 40) Transferring the operation of the bar to a company owned by the charity will give the charity some direct control over how the bar is used. If this structure is adopted, the trustees must use their administrative rights in the company to ensure that it is conducted in the economic interests of the charity. This consideration clearly prevents the adoption by the company of a policy of selling alcohol at uneconomically low prices.

(Para. 41) The company's profits from the bar business will be taxable in the usual way but the trustees' control over the company will enable them to ensure that the company makes payments to the charity under the Gift Aid scheme (which includes payments made under deeds of covenant).

(Para. 42) The relevant part of the charity's premises should still be let, or licensed, to the company at a full market rent or fee. The charity's surveyor should be asked to advise the trustees on what the rental potential of the premises is in the particular circumstances prevailing at the time taking into account any restrictions on use. Trustees should ensure that their surveyor is fully briefed. When instructing a valuer or surveyor trustees should make all constraints known, so that a price the market will bear can be ascertained. Paragraphs 46-53 below on lease and licence provisions also apply where a trading company is involved. It is important to ensure that the financial structures of the two organisations are kept distinct and at arm's length.

(Para. 48) Whilst this option would save any potential issues arising from a conflict of interest, the trustees will need to take particular care to ensure that the contractual arrangements between the independent company and themselves are such as to enable them to ensure that the business activities of the independent company cannot damage the ability of the trustees to carry out the charity's objects. Those arrangements will need to include:

- terminating the concession, and the lease or licence which went with it
- regulating the nature and scale of the business which the independent company was authorised to conduct
- sharing common facilities such as a car park
- ensuring the income received is rental income rather than a profit share or joint venture share of the concession – the lease/licence fee may be linked in part to the turnover of the concession but should not be linked to profitability
- due dates of payment under the lease/licence and termination clauses in the event of non-payment
- access to concessionaire's accounting records where rental income is in part turnover based.

(para. 51) This (*occupational licence*) gives the bar business ("the business") no legal interest in the charity's property, but:

- gives it a contractual right to use the charity's premises;
- sets out the terms upon which it may use part of the charity's premises; and
- sets the "fee" (this usually

includes payments for heat, light, rates etc) which is to be paid. The licence should be drafted with care to avoid inadvertently creating a lease (it may be necessary to obtain professional advice on this).

(Para. 57) *What should a licence contain?* The relationship between the bar business or licence contain? and the charity will need to be carefully defined in the lease or licence. The trustees will need to consider:

- The area to be leased or licensed:
 - Is it sufficiently large for the bar business to obtain the appropriate authority to supply alcohol and create a viable bar business?
 - Does it leave sufficient space for the charity's activities when the bar is in operation?
- The length of the term of a lease. It is important to have a sensible balance between the flexibility, from the charity's point of view, of a short term arrangement and giving the bar business sufficient security of tenure to enable it to form the commercial relationships necessary to let it operate properly.
- What level of involvement in the administration of the bar business they themselves need (having particular regard to the comments made in paragraphs 15-16 above and Annex A about licensing conditions and in paragraphs 66-71 below on VAT).
- How the rent or licence fee should be expressed. A rent or fee based wholly, or partly, on bar turnover might be considered the most suitable way to give the charity a proper economic return. A rent or fee based on the level of the profits, or surpluses, of the bar business would not be suitable in the case of a lease to an independent club or company, as the bar business could depress the level of profits, or surpluses, by the adoption of a "cheap beer" policy.
- What responsibilities need to be imposed on the bar business for the upkeep and insurance of the premises which it is to be allowed to use.
- What controls need to be imposed on the use or treatment of the let premises to protect the charity's interests.
- What arrangements need to be made for sharing and paying for the upkeep of common facilities such as corridors and toilets.
- What arrangements need to be made for ensuring the availability of the bar facilities for the charity's "customers", again having regard to the extent of the authority that the bar business will have under licensing law to supply alcohol.
- What provisions about ending the lease or licence are appropriate.

(Para. 63) *Small Trading tax relief.* The Finance Act 2000 introduced a new income tax relief which exempts from tax all profits of non-objects-related small-scale permanent trading ("small trading"). The exemption will apply where all profits will be used for the purposes of the charity and the charity has a reasonable expectation that:

- the annual turnover will be no greater than £5,000; or
- if the turnover is greater than £5,000, it will be no more than 25 per cent of the charity's total gross income, subject to an overall limit of £50,000.

The exemption will also apply where the annual turnover does not, in fact, exceed these limits.

Operational guidance note - 63

Unless the terms of the liquor authority say otherwise, bar staff do not have to satisfy themselves that each and every customer is, in fact, on the premises to make use of some facility other than just the bar. But the trustees have a responsibility to take reasonable steps to ensure that the bar is only used in an ancillary way. One way in which they can demonstrate this is by publishing in their premises notices about the use of the bar.

If they encourage, or turn a blind eye to, pub or social club use of the bar which they are running, whether for financial or any other reason, they risk a tax assessment on the whole of the profits of the bar.

England Athletics website comments on the Charity Commission Guidelines

These paragraphs are included because they refer to darts, and also to "social activity". Though these points are made in relation to athletics clubs that operate as charities they are probably at least as pertinent to a Community Centre like the Birchmeadow.

- Are there any rules about trading activities?

Refreshments provided in connection with playing activities (eg during and after matches or training) are acceptable, but the Charity Commission stipulates that purely social activity would need to be accounted for separately, as it is not 'charitable' (although tax relief would be available on profits covenanted to the club). The Inland Revenue accept social activities as an adjunct to playing sport, provided that the main emphasis of the club is on playing rather than spectating or socialising.

- Can the club carry on social activities?

Yes, but we would expect most of its efforts to be directed at what the legislation requires to be its main purpose, providing facilities for, and promoting participation in, an eligible sport.

We would expect the majority of club members to be involved in sport in some capacity. The scheme has no problem with a club that provides facilities, such as a bar or even facilities for a **non-eligible sport like darts**, provided this is ancillary to its main purpose.

Request to Charity Commission for information

Question : If a village or community hall which is a Charity has properly set up a bar as a separate trading arm, is it permissible to provide alcohol to a darts league that (i) uses the hall but pays no hire - it being "Our Hall's Team" base, or (ii) uses the hall as a hirer like anybody else, the league pays a hire fee, plays the league darts and would like to drink beer too.

Answer: The bar can sell alcohol to any person or organisation that uses the Hall, whether they pay a hiring fee or not. It is the responsibility of the trustees to decide who can use the premises and on what terms. Tony Robinson. Charity Commission Direct 1st April 2011 by email.