

Management Agreement signed in 2009

Museum Management Working Group, 14 November 2012

THIS AGREEMENT is made the day of 2009 **BETWEEN THE SAFFRON**

WALDEN MUSEUM SOCIETY Ltd (Company Registration Number 6469141)

whose registered office is Saffron Walden Museum, Museum Street, Saffron Walden

in the County of Essex

(hereinafter called "the Society") of the one part and **UTTLESFORD DISTRICT**

COUNCIL of Council Offices London Road Saffron Walden Essex CB11 4ER

(hereinafter called "the Council") of the other part

WHEREAS:-

1. The parties to this agreement have been engaged in the day to day running of the Saffron Walden Museum (hereinafter called "the Museum") pursuant to the terms contained in two agreements each made between the parties hereto and dated 7th October 1996 (hereinafter referred to as "the 1996 Agreement") (to which agreement Barclays Bank Trust Company was also a party) and 27 October 2004 (hereinafter referred to as the "2004" agreement and pursuant to the terms of a lease dated 7th October 1996 made between Barclays Bank Trust Company of the first part the Society of the second part and the Council of the third part (hereinafter referred to as "the Lease")
2. The 2004 Agreement contained provisions relating to the Museum Management Working Party which comprised members from the Society and the Council
3. The Custodian Trustee of the Society is now the Saffron Walden Town Council by virtue of a deed of appointment dated 21st September 1999 and made between Barclays Bank Trust Company Limited of the one part and the Saffron Walden Town Council of the other part
4. By a lease dated 20 November 2000 and made between the Society of the one part and the Council of the other part the Society demised the premises at 40 Castle Street, Saffron Walden to the Council with the intent of the same being occupied by the Curator of the Museum
5. The Saffron Walden Museum Society registered as a Charity Number under Number 310666 transferred all its assets undertakings and obligations to the

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Society a registered company on the 8th August 2008 and registered as a Charity under Charity Number 1123209

6. The Museum Management Task Group is to be replaced by the Museum Management Working Group
7. Museum Service is the department of the Council which has responsibility for running the Museum
8. The Society and the Council are working together to procure a resource centre, called the Heritage Quest Centre, and once it is established, any reference to Museum within this agreement also includes the Heritage Quest Centre

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. The Museum shall be operated in accordance with the Forward Plan and Acquisition and Disposal Policy from time to time registered with the Museums, Libraries and Archives Council or successor government body responsible for museums and the national Accreditation scheme, and the following provisions of this Memorandum shall only take effect insofar as they are not inconsistent with the Acquisition and Disposal Policy for the time being in force
2. The Society shall have the following rights duties and functions:-
 - a. To administer the Saffron Walden Museum Society Ltd in accordance with its Articles of Memorandum
 - b. To hold General and Committee Meetings on the Museum premises without charge (having given reasonable prior notice thereof to the Council)
 - c. To hold on the Museum premises without charge such lectures and fund-raising and other functions as shall be agreed with the Council

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- d. To enlist from its membership such volunteer helpers as shall be agreed in order to assist in the running of the Museum Service
 - e. Subject to any statutory provision or requirement to provide from time to time as required Advisers to the Appointments Panel which shall be set up to appoint or (as the case may be) to advise the Council as required in the engagement and employment of future Curators and any other professional officer for the Museum
 - f. To purchase and accept donations of objects in consultation with the Curator and Council and in accordance with the provisions of the said Acquisition and Disposal Policy
 - g. To raise funds for the benefit of the Museum Service and to apply such funds in such manner as shall be agreed with the Council
 - h. To be responsible for the payment of the Business Rates in respect of the Museum (which for the avoidance of doubt will also include the Heritage Quest Centre)
3. The Council shall have the following rights duties and functions:-
- a. To maintain the Museum buildings (which for the avoidance of doubt will also include the Heritage Quest Centre) and contents (both existing and future) in accordance with the terms of the said recited Leases
 - b. To employ and pay such permanent and other staff as it shall deem appropriate for the proper and efficient operation of the Museum Service
 - c. To be generally responsible for the organisation operation and management of the Museum Service
4. The Council shall be responsible for the policy of the Museum Service including the nature of displays and the types of objects to be displayed

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and/or acquired. The Council shall take into account the views of the Society and (in any event) the provisions of the said Acquisitions and Disposal Policy

5. The Museum Management Working Group (hereinafter referred to as “the Group”) shall act in an executive role as the focus for practical collaboration between the Society and the Council with the following terms of reference:-

- a. The Group shall comprise of the Chairman of the Council’s Community Committee and three further members of that Committee (or any Committee of the Council assuming the functions of that Committee with regard to the Museum) (hereinafter referred to as “the Committee”) and four members appointed by the Society.
- b. The Museum Curator shall attend all meetings of the Group in an advisory capacity and in accordance with the requirements of the national Accreditation Scheme for museums or any replacement thereof.
- c. Meetings shall normally be held in private and the Council shall meet the costs of all Group meetings and be responsible for the taking of minutes at such meetings.
- d. The Group is to meet a minimum of four times in a year between meetings of the Society and the Committee where possible to:-
 - i. Receive a quarterly report from the Museum Curator about the Museum Service.
 - ii. Agree and recommend to the Committee and the Society the provision of the Uttlesford Museum Service and the Museum Service strategic objectives and long term plans
 - iii. Discuss matters and make recommendations to the Committee and the Society on matters relating to the management of the

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Museum Service where a decision needs to be taken or an action needs to be ratified by the Committee or the Society including the purchase or disposal of objects and the loan of objects to other museums

- iv. Act as the Museum's governing body for the purpose of registration and implementation of appropriate codes of practice
 - v. Appoint from the Committee the Council's representative to attend at and report on meetings of the Museums in Essex Committee and any other relevant meetings determined by the Group
 - vi. Invite representatives of other Uttlesford museums and public galleries to attend a meeting of the Group if necessary or appropriate to the matters under discussion
 - vii. Recommend to the Committee hours of opening to the public and the admission charges to be levied on all users of the Museum having regard to promoting accessibility of the Museum and social inclusion and any requirements imposed on the Museum Service by other agencies.
 - viii. Where appropriate make recommendations to the Committee concerning alterations to the interior or exterior of the Museum building major projects capital developments and any other significant proposals affecting the Museum
 - ix. Generally promote and act as advocates for the Museum
6. The Council shall have the right to charge members of the public an entrance fee for access to the Museum. The Council shall afford to members of the Society such concessions as may from time to time be agreed between the

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Council and the Society. Any donations in the “privy” box in the entrance hall shall belong to the Council but any legacies or other donations made to “the Museum” shall be deemed to be made to the Society

7. The existing shop in the Museum shall be run by or on behalf of the Council. Profits shall be devoted to the improvement of the shop or for the benefit of the Museum as shall be deemed appropriate. Any losses which might occur shall be borne by the Council.
8. It is intended that the present Curator of the Museum shall continue to reside in the said dwelling house so long as s/he shall so wish whilst s/he is in full time employment as Curator of the Museum. When the present Curator of the Museum ceases to occupy the said dwellinghouse such house shall remain available for occupation by her / his successor in such post or by another professional officer of the Museum if the Council shall deem it desirable to make such accommodation available for this purpose. If the said dwellinghouse shall not be so required then at the request of the Society the said lease shall be surrendered by the Council and the property may be sold by the Society (subject to the approval of the Charity Commission) on the understanding that the net proceeds of the sale shall be invested in the museum and used for purposes within the Society’s charitable objectives
9. The 2004 Agreement is hereby discharged and shall cease to have effect from the date of this agreement (but without prejudice to the antecedent rights and liabilities of the parties)
10. For the avoidance of doubt it is agreed and declared that the 1996 Agreement and the lease are not affected by anything contained herein

SIGNED for and on behalf of Uttlesford

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District Council by

SIGNED for and on behalf of the Saffron

Walden Museum Society Ltd by