

## **Revised Draft of Management Agreement (October 2020)**

**THIS AGREEMENT** is made the day of [insert new date] 2020 **BETWEEN**

- (1) **UTTLESFORD DISTRICT COUNCIL** of Council Offices London Road Saffron Walden Essex CB11 4ER (hereinafter called “the Council”) of the one part; and
- (2) **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 named ‘the Society’) 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” or “Museum Service”) pursuant to the terms contained in two agreements each made between the parties hereto and dated and 7<sup>th</sup> October 1996 (hereinafter referred to as “the 1996 Agreement”) (to which agreement Barclays Bank Trust Company was also a party) and pursuant to the terms of: (A) a lease dated 7<sup>th</sup> 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”) (as amended by the Deed of Surrender dated 18<sup>th</sup> April 2014 between the Society of the first part the Saffron Walden Town Council (Custodian Trustee) of the second part and the Council of the third part) and (B) an Underlease dated 6<sup>th</sup> October 2014 made between the Society of the first part Saffron Walden Town Council of the second part and the Council of the third part
2. The Council and the Society work together through the Museum Management Working Group of Uttlesford District Council, which comprised members from the Council and the Society
3. The Custodian Trustee of the Society is the Saffron Walden Town Council by virtue of a deed of appointment dated 21<sup>st</sup> 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. The Saffron Walden Museum Society registered as a Charity under Number 310666 transferred all its assets undertakings and obligations to the Society a registered company on 8<sup>th</sup> August 2008 and registered as a Charity under Charity Number 1123209
5. The Museum Service is a department of the Council which has responsibility for running the museum, as a museum service for Uttlesford district
6. The Society and Council worked together to procure a storage building, referred to hereinafter as the Shirehill store, at the Council's Depot , Shire Hill Industrial Estate, Saffron Walden in 2016. Reference to the Museum within this agreement also includes the Shirehill store.

**NOW IT IS HEREBY AGREED AS FOLLOWS:-**

1. **The Museum** shall be operated in accordance with the Forward Plan, Collections Development Policy and other policies from time to time registered with the Art Council England or successor government body responsible for museums and the national Accreditation Scheme, and the following provisions of this Memorandum shall only take affect insofar as they are not inconsistent with policies 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 and Memorandum
  - b. To hold General, Board 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
  - d. To enlist from its membership such volunteer helpers as shall be agreed in order to assist in the running of the Museum

- 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 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 Collections Development 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 to include matching funding for grant-aided projects applied for by the Council together with or without the Society
- h. To be responsible for the payment of the National Non Domestic Rates in respect of the Museum

3. **The Council** shall have the following rights duties and functions:-

- a. To maintain the Museum buildings 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
- d. To be the lead partner in funding applications to the National Lottery and other organisations for the development of the Museum Service in any joint funding application

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

5. **The Museum Management Working Group** (hereinafter referred to as “the Group”) shall be 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 the Cabinet Member with responsibility for the Museum Service and four further Council members and five 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 where possible to:-
  - i. Receive a quarterly report from the Museum Curator about the Museum Service.
  - ii. Agree and recommend to the Council and the Society the provision of the Museum Service for Uttlesford district and the Museum Service strategic objectives and long term plans
  - iii. Discuss matters and make recommendations to the Committee and the Society matters relating to the management of the Museum where a decision needs to be taken or an action needs to be ratified by the Council and / or the Society including the purchase 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 Group the Council's representative to attend any 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 Council and Society concerning alterations to the interior or exterior of the Museum buildings, 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 Council and the Society. Any donations in the Donations Box in the Museum 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 treated as income to the Museum’s budget as deemed appropriate. Any losses which might occur shall be borne by the Council.
- 8. The 2014 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).
- 9. For the avoidance of doubt it is agreed and declared that the 2014 Agreement and the Lease and Underlease are not affected by anything contained herein

**SIGNED** for and on behalf of Uttlesford District Council by

**SIGNED** for and on behalf of the Saffron Walden Museum Society by