

GREAT LONGSTONE PARISH COUNCIL

Agenda Item 25.2: The Village Hall and the Council's Legal Obligations

Meeting: 13 May 2026

Prepared by: Parish Clerk

Status: For Discussion and Resolution

1. Purpose of this Paper

This paper sets out the Parish Council's legal obligations in relation to the Village Hall charity, distinguishes carefully between two distinct categories of those obligations, identifies an obligation that has not yet been fulfilled, and seeks the Council's agreement to take a number of forward-looking steps. The paper is intended to be constructive: the aim is to establish a proper working relationship with the Village Hall Management Committee, not to criticise the way in which the charity has been run.

2. The Village Hall — Background

The Village Hall (formally the Longstone Social Institute, Registered Charity No. 1048410) is governed by a Conveyance and Trust Deed dated 10 January 1995 ("the Deed"). The Deed established two distinct roles: the Parish Council as Custodian Trustee, and the Management Committee as Managing Trustee.

It is important to distinguish clearly between these two roles, as they carry very different responsibilities. The sections below set out each in turn.

3. The Council's Role as Custodian Trustee

The role of Custodian Trustee has a specific legal meaning under the Public Trustee Act 1906, as applied by Clause 2 of the Deed. It is a relatively narrow role. As Custodian Trustee the Council:

- Holds the legal title (the freehold) to the Village Hall property on behalf of the charity.
- Acts on the lawful directions of the Managing Trustees (the Management Committee) in relation to that property.
- Does not manage or administer the charity.
- Does not have a say in how the building is used or how the charity conducts its activities.

In the event of the charity being wound up, any proceeds from sale or letting of the property would be held and invested in the name of the Council in its capacity as Custodian Trustee, pending application to charitable purposes (Clause 19).

The Custodian Trustee role is principally one of holding legal title and acting on instruction. It does not, of itself, impose management or maintenance obligations on the Council.

4. The Council's Clause 13 Duties

Separately from, and in addition to, its Custodian Trustee role, the Council accepted a set of specific obligations under Clause 13 of the Deed when the property was conveyed to it in 1995. These obligations — which this paper refers to as the "Clause 13 duties" — go considerably beyond what the Custodian Trustee role alone would require.

The Clause 13 duties are:

4.1 Maintenance and Repair (Clause 13.1)

The Council has overall responsibility for the maintenance and repair of the Trust Property, including:

- All maintenance and repairs to the building fabric
- External decoration
- Maintenance and repair of heating, plumbing and lighting systems
- Insurance of both the building and its contents

These are substantial and potentially costly obligations. Since 1995, regulatory requirements around fire safety, electrical systems, accessibility, and insurance have increased significantly. The Council should be satisfied that it understands these obligations in full and has the documentary evidence — certification, inspection records, insurance documentation — to demonstrate compliance.

It should be noted that the Management Committee (Clause 13.2) is responsible for day-to-day management, including bookings, hire charges, utility bills, internal decoration, and maintenance of furnishings and equipment. In practice, the boundary between these responsibilities requires ongoing communication and mutual understanding.

4.2 The Annual Review (Clause 13.3)

Clause 13.3 requires that the division of responsibilities under Clauses 13.1 and 13.2 shall be reviewed annually, in conjunction with the Village Hall Management Committee, at the Annual Meeting of the Parish Council.

This review has, to the Clerk's knowledge, never taken place. This is a compliance gap on the part of the Council, and one that the Council is now in a position to remedy.

It should be noted that the Annual Meeting of the Council (held in May) is not well-suited to conducting this review, as it already carries a significant organisational agenda. A practical and defensible interpretation of Clause 13.3 is that the review should be associated with, rather than conducted at, the Annual Meeting — for example, by resolving at the May meeting to hold the review as a separate joint meeting in the autumn. This would satisfy the spirit of the obligation whilst allowing the review to receive the time and attention it deserves.

5. Why the Distinction Matters

The distinction between the Custodian Trustee role and the Clause 13 duties is not merely technical. It has practical consequences:

- As Custodian Trustee, the Council must act on the lawful directions of the Management Committee and has no authority to direct how the building is used or managed. The Clause 13 duties do not alter this.
- The Clause 13 duties are contractual obligations accepted by the Council in 1995 under this specific Deed. They are unusual — it is uncommon for a Custodian Trustee to carry maintenance and insurance obligations of this scope — and they create financial and legal exposures that the Council needs to manage actively.
- The insurance position is a practical illustration of this complexity. In recent years the Management Committee has taken on the task of arranging insurance, partly because the unusual split of responsibilities made it difficult for the Council to negotiate cover in the conventional way. The Council should satisfy itself that appropriate insurance is in place and that its own Clause 13.1 obligations are covered, regardless of who arranges the policy.

- Any future modernisation of the charity's governance — including possible conversion to a Charitable Incorporated Organisation — would need to address both the Custodian Trustee arrangements and the Clause 13 duties, as the current structure is likely to remain difficult for third parties (including insurers) to understand.

6. Recent Context

6.1 Maintenance Requests

The Council has recently received a request, via a Parish Councillor who is also a trustee, asking the Council to arrange for the re-staining of the timber window frames on the front of the building. The Clerk has also been asked to obtain quotes for the replacement of a rotted window.

These requests fall within the Council's Clause 13.1 duties and will be progressed. However, they illustrate a wider pattern: maintenance requirements are currently communicated to the Council informally and reactively, after the Council's annual budget has been set. The Council's budgeting cycle culminates in January each year when the precept is set. For the Council to budget properly for known maintenance work, it needs information about anticipated requirements by the preceding autumn at the latest.

Before commissioning the window replacement, the Clerk will confirm whether planning consent is required, given the village's conservation area status within the Peak District National Park.

6.2 Lottery Grant for Electrical Works

The Council has become aware — through attendance at the Village Hall AGM rather than through any formal notification — that the charity has recently received a grant of approximately £7,400 from the National Lottery for electrical upgrades and the purchase of new chairs. Work to appoint a contractor for the electrical works is understood to be at an advanced stage.

Electrical systems fall within the Council's Clause 13.1 responsibilities. It would be appropriate for the Council to be informed of significant grants and proposed works affecting the building before commitments are made, so that it can ensure any necessary certifications will be obtained and that its own obligations are met. The Council does not seek to direct the Management Committee's decisions, but it does need to be kept properly informed.

As this work is already at an advanced stage, the Council is not in a position to influence the current project. The appropriate response is to establish — through the Clause 13.3 review process — a clear and agreed expectation for the future.

6.3 Neighbourhood Plan Survey Evidence

The Longstone Area Neighbourhood Plan Survey (December 2025 – February 2026, 168 responses) produced substantial organic feedback about the Village Hall, without any specific questions being asked about it. Key findings include:

- The Village Hall was mentioned in 100 of 168 responses — the most frequently cited community facility in the entire survey.
- 69 respondents named it as an important heritage or community asset they would be sorry to lose.
- Clear gaps in provision were identified: families and young children, evening activities for working-age residents, and a regular welcoming drop-in or café-style space.
- Several respondents raised questions about the disabled toilet and whether a grant condition requiring public access during British Summer Time is currently being met.

This evidence provides an independent basis for the conversations the Council needs to initiate with the Management Committee about the future use and development of the building.

7. Proposed Actions and Resolutions

7.1 Initiate the Clause 13.3 Annual Review

The Council should resolve to fulfil its obligation under Clause 13.3 by establishing an annual review process with the Village Hall Management Committee. The Clerk should write to the Management Committee to:

- Acknowledge that the Council has not previously fulfilled this obligation and express its intention to remedy that.
- Propose a joint meeting in September or October 2026 as the first such review.
- Suggest that the agenda for the review should include: the division of maintenance responsibilities; a forward-looking maintenance schedule covering known and anticipated works over a five-year rolling period; the Council's budgeting cycle and the information it needs from the Committee by autumn each year; the insurance arrangements and how they should be structured; and an expectation of mutual notification regarding significant grants and proposed works.

7.2 Five-Year Rolling Maintenance Programme

As part of the Clause 13.3 review, the Council should seek to agree with the Management Committee a simple five-year rolling maintenance programme for the building. This would allow the Council to plan its precept contributions for known future liabilities over a number of years, rather than facing sudden demands. The programme would be reviewed and updated annually at the Clause 13.3 meeting.

7.3 Immediate Maintenance Requests

The Clerk should progress quotes for the window re-staining and the rotted window replacement, subject to confirming any planning or conservation area requirements in relation to the window replacement. Costs should be met from the current year's maintenance budget where possible.

7.4 Insurance Review

The Clerk should establish, as a matter of priority, what insurance is currently in place for the building, in whose name, and what liabilities it covers — in particular whether the Council's Clause 13.1 obligations are covered. The outcome should be reported to the Council and should form part of the Clause 13.3 review agenda.

8. Proposed Resolution

That the Council:

- Notes the distinction between its role as Custodian Trustee of the Village Hall charity and its separate Clause 13 duties under the 1995 Conveyance and Trust Deed.
- Notes that the annual review required by Clause 13.3 of the Deed has not previously taken place, and resolves to remedy this.
- Instructs the Clerk to write to the Village Hall Management Committee to propose a joint Clause 13.3 review meeting in September or October 2026, with an agenda covering maintenance responsibilities, a five-year rolling maintenance programme,

the Council's budgeting cycle, insurance arrangements, and mutual notification of significant grants and works.

- Instructs the Clerk to progress quotes for the window re-staining and window replacement, subject to confirmation of any planning requirements.
- Instructs the Clerk to establish the current insurance position and report back to the Council.