

Thorpe St Andrew Town Council

Item 13. Annual Town Council Meeting: 13 May 2024

DEMENTIA SUPPORT GROUP GOVERNANCE AGREEMENT

Reason for this Report

To ratify changes made to the governance of the Dementia Support Group

Background

At the Town Council meeting on 1 April 2019, following the success and growth of the Dementia Café, a motion was passed to put a governance structure in place to support its' future operation. It was **RESOLVED** "that a governing body be established to oversee the financial administration of the Dementia Café for purchases exceeding £250 with meetings taking place at least every six months and that the body comprise of the following: the Town Mayor, Deputy Town Mayor, the Deputy Clerk, the Treasurer of the Dementia Café, and two representatives from the volunteers (one of these to be Hayley)".

Due to the Covid pandemic, changes in administration (both within council and the Café), and the retirement of two officers, it has not been possible maintain either the governing body or the processes outlined. The Dementia Café has also been renamed "Dementia Support Group".

The volunteers have chosen to set up a new committee to formalise the purpose and structure of the group, and to 'future proof' its' existence against any change in Council administration.

Proposal

Council are asked to recognise and agree to the new Management Committee proposal and to approve the Custodian Agreement drafted by the office (Appendix 1). The constitution of the new committee is attached for council's information only (Appendix 2).

Debbie Wheatley has a keen interest in the Dementia Support Group and has been the Town Council representative since 2021. Only she and the RFO have any spending power for the group, beyond the £50 petty cash pot, and gift cards distributed to purchase refreshments. This will preserve a direct link between the Town Council office and the Dementia Support Group, and is a more stringent financial control to protect both parties alike. Financial reports for the group will continue to be published every quarter.

Legal Implications

All decisions and actions taken by or on behalf of Thorpe St Andrew Town Council must (1) be within the local powers of the Authority; (2) comply with any procedural requirement imposed by law; (3) be within the powers of the body or person exercising powers on behalf of the Authority; (4) be undertaken in accordance with the Authority procedural rules inc. Standing Orders and Financial Regulations; (5) be fully and properly informed; (6) be properly motivated; (7) be taken with regard to the fiduciary duty of the Authority to its residents; and (8) be reasonable and proper.

Financial Implications

There are **no** financial implications arising from this report.

Appendix 1.

AGREEMENT BETWEEN THORPE ST ANDREW DEMENTIA SUPPORT GROUP AND THORPE ST ANDREW TOWN COUNCIL

This agreement ("Agreement") is made between Thorpe St Andrew Dementia Support Group ("the Group"), an unincorporated charitable organisation, and Thorpe St Andrew Town Council ("the Council").

Background:

- The Dementia Support Group is a group of volunteers who provide services to carers of people living with Dementia in the greater Thorpe St Andrew area.
- The Town Council recognises the valuable contribution that the Dementia Support Group makes to the community and wishes to provide support to enable it to continue its activities.

WHEREAS:

- A. The Group provides important dementia support services for the benefit of the residents of Thorpe St Andrew.
- B. The Council is committed to supporting dementia support services in Thorpe St Andrew.
- C. The Group operates under the custodian control and oversight of the Council.
- D. The Council is willing to provide such custodian control and oversight.

NOW, THEREFORE, the parties agree as follows:

1. The Group operates under the custodian control and oversight of the Council.
2. The Council shall have custodian oversight and sign-off of the Group's finances.
3. The Dementia Support Group shall maintain its status as an unincorporated charitable organisation and shall be responsible for all legal and financial obligations associated with that status.
4. The Dementia Support Group shall have access to the Roxley Hall building, subject to availability, reasonable notice, and any future agreement between the two parties.
5. The Council shall not have the power to dissolve the Dementia Support Group without the express agreement of the Group's executive committee.
6. The Group shall provide regular reports to the Council on its activities.
7. The Council shall provide the Group with support and assistance as necessary to help it fulfil its objectives.
8. The Group shall comply with all relevant laws and regulations.
9. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties.
10. This agreement shall remain in effect until such time as it is mutually terminated by both parties or until the Dementia Support Group incorporates as a separate legal entity.
11. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

THORPE ST ANDREW TOWN COUNCIL

[Name and Title]

THORPE ST ANDREW DEMENTIA SUPPORT GROUP

[Name and Title]

CUSTODIAN AGREEMENT BETWEEN THORPE ST ANDREW TOWN COUNCIL AND THORPE ST ANDREW DEMENTIA SUPPORT GROUP

This agreement made on [date] between Thorpe St Andrew Town Council, a Local Government body organised under the laws of England and Wales, with its principal office at Town Hall, Pound Lane, Thorpe St Andrew, NR7 0UL ("Council") and Thorpe St Andrew Dementia Support Group, a Unincorporated Charitable Organisation organised under the laws of England and Wales, with its correspondence address at c/o Roxley Hall, Yarmouth Road, Thorpe St Andrew, NR7 0QF ("Charitable Organisation").

Background:

The Council is willing to act as a custodian of certain assets of the Charitable Organisation and to allow the Charitable Organisation to use Roxley Hall for its community services, subject to the terms and conditions set forth herein.

Agreement:

1. Custodianship of Assets

The Council agrees to act as a custodian of the assets of the Charitable Organisation, as listed in Exhibit A, attached hereto and incorporated by reference (the "Assets"). The Assets shall remain the property of the Charitable Organisation, and the Council shall hold them in trust for the Charitable Organisation.

2. Restrictions on the Sale or Disposition of Assets

The Council agrees not to sell or otherwise dispose of the Assets without the prior written consent of the Charitable Organisation, except in the case where the Charitable Organisation ceases to exist and has its bank account closed. In this case the Assets may be disposed of with monies arising being used for community benefit.

3. Use of Roxley Hall

The Council agrees to allow the Charitable Organisation to use Roxley Hall located at Yarmouth Road, Thorpe St Andrew, NR7 0QF for its community services, subject to the terms and conditions set forth herein.

4. Term

This Agreement shall commence on the date first written above and continue until terminated by either party upon three hundred and sixty five (365) days prior written notice to the other party. The Charitable Organisation shall abide by any such rules the Council may set from time to time, including those within its model hire conditions.

5. Termination

Either party may terminate this Agreement for any reason by giving three hundred and sixty-five (365) days' prior written notice to the other party. In the event of termination of this Agreement, the Council shall promptly return the Assets to the Charitable Organisation.

6. Indemnification

The Charitable Organisation agrees to indemnify and hold the Council harmless from and against any and all losses, damages, claims, expenses, and liabilities of any kind, including reasonable legal fees and expenses, incurred by the Council in connection with the Charitable Organisation's use of Roxley Hall or any other activity related to this Agreement. Any such costs to be notified in advance.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of law principles.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties concerning the subject matter hereof.

9. Modification

This Agreement may not be modified except by written agreement signed by both parties. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Thorpe St Andrew Town Council

By: _____

Name: _____

Title: _____

[Unincorporated Charitable Organisation]

By: _____

Name: _____

Title: _____



THORPE ST ANDREW TOWN COUNCIL

1. Name

The name of the group shall be: Thorpe Dementia Support Group ('Group') (adopted 2020)

2. Aims and Objectives

- To provide a service (twice monthly), to care givers and people living with Dementia and associated illnesses in the greater Thorpe St Andrew area.
- To improve the quality of life for those living with Dementia by providing a warm welcoming and friendly environment offering suitable facilities to meet the needs of those attending.
- To provide support for caregivers and the opportunity to speak freely and share experiences, safe in the knowledge that the volunteers are caring for their loved ones.
- To provide a programme of events to dementia friendly locations within Norfolk.
- To provide access to many forms of social interaction, indoor games and activities, including one-to-one interaction, and a monthly singing group (Roxley Singers).
- To raise funds for the sole purpose and use of funding the groups aims and objectives, with annual income not exceeding £5,000.

3. Equal Opportunities

Thorpe Dementia Support Group is non-religious and non-political, allowing us to deliver our service to anyone in need regardless of any protected characteristic.

4. Membership (Volunteers)

- a. Membership of the Group shall be open to any person over the age of 18 who is interested in helping the Group achieve its aims and agrees to abide by the constitution /rules of the Group.
- b. The Management Committee will hold a record of members contact details, to include name and address, phone number and email address.
- c. The member gives the authority for the Group to hold such data, as detailed above, for the sole use of notification of meetings, events and voting purposes.
- d. The Management Committee has the power to approve or reject applications for membership or terminate membership of any member provided that the member shall have the right to be heard by the Management Committee before a final decision is made. The member can be accompanied by a friend/relative.
- e. Every member shall have one vote at general meetings.

5. Management Committee

- a. A Management Committee elected annually at the Annual General Meeting (AGM), consisting of a minimum of 5 voting members, to include Chair, Secretary and Treasurer.
- b. The Management Committee shall meet at least 3 times each year.
- c. The quorum for meetings shall be 4 members, to include at least 2 of Chair, Secretary or Treasurer.
- d. Voting shall be by a show of hands. In the event of a tied vote the Chair shall have a casting vote.
- e. The Management Committee may appoint another member as a committee member at any time.
- f. The whole committee is responsible for decisions on how the Group meets its aims and objectives, including how the money raised is spent. It is thus the committees' responsibility to decide on a financial plan for the year after the AGM when the new committee is elected.
- g. A Special General Meeting (SGM) may be called to discuss an urgent matter, such as dissolving the Group. The Secretary shall give all members 14 days' notice and the nature of business to be discussed. All members shall be entitled to attend and vote.



THORPE ST ANDREW TOWN COUNCIL

6. Roles & Responsibilities

The duties of the Chairperson are to:

- Chair meetings of the committee and the group
- Act as spokesperson and represent the Group at functions/meetings when necessary

The duties of the Secretary are to:

- Take and hold the minutes of meetings
- Prepare the meeting agendas in consultation with the Chairperson
- Maintain the membership contacts list and ensure GDPR compliance
- Collect and circulate any relevant information

The duties of the Treasurer are to:

- Supervise the financial affairs of the group
- Maintain proper accounts, showing all receipts and expenses

7. Annual General Meetings (AGM)

- a) The Group shall hold an AGM in the month of April, then every 12 months, giving three weeks' notice of agenda items to all members. Minutes to be taken and held.
- b) The quorum for an AGM shall be at least one third of members or a minimum of 4 members present whichever is the greater. Every member is entitled to one vote.
- c) The Business of the AGM shall include
 - Receiving a report from the Chairperson on the Group's activities over the year
 - Receiving a report from the Treasurer on the finances of the Group
 - Review of the Constitution – any proposals for change must be given in writing to the Secretary 28 days prior to the AGM
 - Elect a new Management Committee to serve for the next year

8. Custodian Agreement with Thorpe St Andrew Town Council

The Group holds a Custodian Agreement with Thorpe St Andrew Town Council.

9. Dissolution

The Group may be dissolved by a resolution passed by a simple two thirds majority of those present and voting at an SGM.

Arrangements until the first Annual General Meeting

Until the first AGM takes place, this constitution shall take effect as the terms of reference.

Signed by Chair

Date

Signed by Secretary

Date

Signed by Treasurer

Date