

Malmesbury Town Council

Policy and Resources 5.2.20

Report No 5

Establishing a programme of Performing Arts at Malmesbury Town Hall

1. Situation:

MTC has invested significantly in improving sound and light equipment at Malmesbury Town Hall (MTH) with a view to encouraging more use of MTH. Discussions have been continuing with the leading local voluntary based provider of performing arts events in the Malmesbury area, Malmesbury Live Arts (MLA) and draft working agreement has been developed under which terms it is proposed MLA take responsibility for delivering a diverse schedule of events at MTH. Some minor details need to be finalised. However, we are at a point where P&R can be asked to agree the draft working agreement and delegate the agreement of the final details to the Chair of P&R and the Town Clerk. This will enable a programme to be developed to operate from September 2020 onwards.

2. Proposal:

That P&R approve the draft working agreement in 3 below with MLA, and delegate the agreement of the final details of reaching a finished agreement to the Chair of P&R and the Town Clerk.

The benefits of this proposal are that

- (i) MTC will have facilitated the running of a programme of events at the Town Hall without incurring financial risk or placing an undue burden on MTC staff resources.
- (ii) It is likely that MTC will achieve a meaningful increase in contribution to the running costs of the Town Hall.
- (iii) MTC will achieve better utilisation of Town Hall facilities and equipment.
- (iv) The Agreement seeks to utilise expertise and commitment already residing and making itself available in the community and includes opportunities for wider community involvement in a range of activities.

3. Draft Working Agreement between Malmesbury Live Arts and Malmesbury Town Council.

1. Objective: To develop a proposal that can be agreed by Malmesbury Town Council (MTC) and Malmesbury Live Arts (MLA) to launch a regular programme of Performing Arts at Malmesbury Town Hall (PAMTH) operated by Malmesbury Live Arts.

2. Overview of proposal:

2.1 Initial duration: Eighteen months from 1st March (date TBC) with events starting from September 2020.

2.2 Initial Scope: The delivery by MLA of circa 10 to 12 live performance events – ‘the events’ - across a range of types (theatre, comedy, spoken word, music and dance) at Malmesbury Town Hall in the period September 2020 to August 2021 - ‘the season’.

Notes:

- a. MLA may also choose to support Mayor’s Charity and other events at the Town Hall on an event by event basis.
- b. MTC/ MLA may link with Wiltshire Rural Arts to support the delivery of events at the Town Hall. How this works to be discussed when we have further information.

2.3 Review and Future Scope: First review November 2020 for consideration of operation for the following year 2021-22 or longer (to reflect event planning period. (Agreement, if any, to be put forward for ratification by Policy and Resources Committee and full Town Council in December 2020). Further reviews as required.

3.0 Key elements of agreement

3.1 Hire Fees: MLA will be charged the Community Rate (see attached (current rate table as supplied) for hiring the Town Hall. Usage for rehearsal/ set up time to be reasonable. This Rate may be changed from time to time (but not increased for booked events).

3.2 Equipment Storage: MLA may store equipment in the Filing Room. Access will be available during normal working hours (subject to the operation of other bookings) and during booked times. (Note: we are thinking we will need to build a 'protector' for the projector which will take a short period of time to compete. Richard is also thinking MLA have a key for the room to make things easier after events)

3.3 Equipment Rigging: Subject to reasonableness and following prior consultation with the Town Clerk, MLA may rig and keep rigged necessary extra equipment supplied and owned by MLA in the Town Hall for the duration of this agreement provided this does not interfere with the use of the Town Hall by other users. This extra rigged equipment may be used with permission from MLA by other users (permission will not be unreasonably refused) – this may be for free or charged at commercial rates at MLA's discretion.

3.4 MLA will provide all necessary equipment (i.e. the equipment required to enable the productions to take place at the Town Hall) at no cost to MTC. Any equipment over and above that supplied by MTC will remain the property of MLA.

3.5 MLA may operate and receive the profits from a bar at each event. (Note: The method of bar operations to be discussed and finalised but a preferred solution could include MLA drawing stock on an agreed basis from MTC sourced supplies or MTC providing an economic staffed solution).

3.6 MLA will undertake promotion and manage ticketing, including printing, ticket handling and social media costs (if any) for the events.

3.7 MTC will promote the events on its website and to make direct ticket sales in the TIC, if requested, with no sales cost deduction.

3.8 MLA will underwrite net losses from the events (if any) and not charge MTC for any losses.

3.9 MLA will maintain its own Insurance covering Contents/Equipment, Employers Liability and Public Liability Insurance which includes for the events and for equipment stored/ deployed in the Town Hall.

3.10 MLA will operate events so as comply with the rules, requirements and standards etc., including health and safety, fire and licencing standards, applicable to such event hiring at the Town Hall as laid down by MTC (and which may be subject to change from time to time).

3.11 MTC and MLA will nominate key contacts/ representatives for the operation of this agreement in each organisation.

3.12 MLA will work effectively and proactively with other Town Hall users.

3.13 MLA will provide reasonable support to MTC staff dealing with other hirers requests for non- standard facilities, equipment and services.

3.14 MLA will seek to expand the benefit of holding the events at the Town Hall to the community by sharing expertise and knowledge and including opportunities for individuals and groups to gain experience in MLA led activities.

3.15 MLA will aim to become a CiC by August 2020.

4.0 Alternative Agreement Management/ Operation Arrangements Depending on MLA Legal Status

4.1 If MLA is a CiC (or registered charity) by 31st August 2020

MTS will make bookings at the Town Hall and operate the events in the normal way and as outlined above.

4.2 If MLA is not a CiC (or registered charity) by August 2020 the following additions will apply to the Agreement:

4.2.1 Open Book – all MLA costs and revenues for the events run under the operation of this agreement may be inspected by MTC.

4.2.2 The stated financial aim of the Agreement will be for MLA to at least break even across the operation of the season of events taking account of all operational costs. (Operational costs include performer's fees, Town Hall hire fees, staff costs, promotion costs and any additional ad hoc equipment hire).

4.2.3 MLA may reimburse staff employed to deliver the events on an economic basis. (Non voluntary roles to be paid at minimum of relevant National Living Wage. MLA to adhere to HMRC etc rules).

4.2.4 Any surplus from the events across the season, if any, will be reinvested into establishing a future MLA operated Town Hall event loss reserve and, or, at MLA's discretion, the purchase of additional equipment to be based in the Town Hall which may be used by MLA or other Town Hall users at future Town Hall events without charge.

END OF DRAFT AGREEMENT

5.0 FINANCIAL IMPLICATIONS OF THIS PROPOSAL

As noted in 2.0, this proposal is structured to remove the direct financial risk from running a diverse programme of Performing Arts events at MTC. Additional staff costs will be met through the room booking fees that will be paid to MTC.