

PANNETT PARK | WHITBY | YO21 1RE
TEL: (01947) 820227 | E MAIL: info@whitbytowncouncil.gov.uk

Dear Councillor/Trustee/Representative,

22 September 2022

You are requested to attend a meeting of the **PANNETT ART GALLERY AND WHITBY MUSEUM JOINT MANAGEMENT COMMITTEE** to be conducted in the **Normanby Room, Whitby Museum**, on **Tuesday 27 September 2022 at 2:00pm**, the agenda for which is set out below.



Michael King
Town Clerk

To: Whitby Town Council: Councillors: Mrs A Brown, Mrs H Coughlan, R Dalrymple, J Harston, G Goodberry, A Jones, J Nock, Mrs L Wild and Mrs N L Wilson; Whitby Literary & Philosophical Society: Ms A Roberts, Ms S Booth, D Rodwell-Cox, Ms D Gildroy, C Pyrah and G Pipe

NOTICE OF MEETING – Public notice of the meeting is given in accordance with schedule 12, paragraph 10(2) of the Local Government Act 1972.

AGENDA

- 1. APOLOGIES FOR ABSENCE**
To receive and resolve upon apologies for inability to attend.
- 2. STATEMENT BY THE CHAIR**
- 3. DECLARATION OF INTERESTS & REQUESTS FOR DISPENSATION**
To declare any interests which members have in the following agenda items.
- 4. PUBLIC PARTICIPATION**
Standing Orders will be suspended for up to 15 minutes to allow for questions or statements about business items on the agenda, submitted by members of the public (limited to 3 mins per person). Note: Questions regarding Whitby Museum & Literary & Philosophical Society are not permissible.
- 5. MINUTES** **page 3**
To approve as an accurate record the minutes of the committee meeting held on 28 June 2022.
- 6. PROCEDURAL REVIEW** **page 7**
Terms of Reference of the Committee - as agreed at the June meeting, for the time being, subject to proposed amendments to be tabled at this meeting.

- 7. CONTENTIOUS CLAUSES IN THE 1953 LEASE (4iii, 10) page 13**
- 8. BUILDING MAINTENANCE EXPENDITURE 2020/22 – AND BUDGET BIDS page 19**
- 9. OPERATION OF THE CAFÉ page 21**
- 10. REPORT OF TETRATECH AND PROGRESS**
A summary of the RIBA Stage 1 proposals has been circulated separately to all members of the committee. These have been informed by the survey work undertaken to date. It is anticipated that the full survey results will be circulated before the December meeting. TetraTech have sought feedback through the project board.
- 11. REAR ENTRANCE IMPROVEMENTS page 23**
- 12. REPORT ON OTHER PROPERTY MATTERS page 25**
- a) Repairs Undertaken to Grills**
 - b) Lift Works**
 - c) Shutters**
 - d) Maintenance Supervisor**
- 13. AGREED ACTION POINTS**
To record actions and timescales resolved above

WHITBY TOWN COUNCIL

Minutes of the meeting of the **Pannett Art Gallery and Whitby Museum Joint Management Committee** held on **Tuesday 28 June 2022 at 2:00pm** in the Normanby Room, Whitby Museum.

- Present** Whitby Town Council: Councillors Mrs A Brown, Mrs H R Coughlan, G Goodberry, A Jones, J Nock (Chair), S Smith (Sub), Mrs L Wild and Mrs N L Wilson;
Whitby Literary & Philosophical Society Mrs D Gilroy, G Pipe, C Pyrah, Mrs S Morton, Mrs A Roberts. Mrs H Wright (sub)
- Also:** Michael King, Town Clerk, Anne Cowey Deputy Clerk & Civic Officer, Helen Berry, PAG Curator and two members of the public one member of the press.

NOTICE OF MEETING – Public Notice of the Meeting was given in accordance with Schedule 12, paragraph 10 (2) of the Local Government Act 1972.

JM061/22 ELECTION OF CHAIR FOR YEAR 2022-2023

Nominations were sought for a Chair of the Pannett Art Gallery and Whitby Museum Joint Management Committee for the ensuing year

MOVED by Councillor Mrs H Coughlan, seconded by Councillor G Goodberry

RESOLVED that Councillor J Nock is elected as Chair of the Pannett Art Gallery and Whitby Museum Joint Management Committee for the year.

JM062/22 ELECTION OF VICE-CHAIR FOR YEAR 2022-2023

Nominations were sought for Vice-Chair of the Pannett Art Gallery and Whitby Museum Joint Management Committee for the ensuing year.

MOVED by Councillor J Nock, seconded by Councillor Mrs N Wilson

RESOLVED that Councillor Mrs H Coughlan is elected Vice-Chair of the Pannett Art Gallery and Whitby Museum Joint Management Committee for the ensuing year.

JM063/22 APOLOGIES

Apologies for inability to attend were received from Councillors R Dalrymple and J Harston (Whitby Town Council), Ms S Booth, Mrs W Price and D Rodwell Whitby Literary & Philosophical Society.

Introductions went around the table. Clarification was sought regarding the Chair of the Trustees – It was confirmed that Mrs Roberts is chair of both Whitby Literary and Philosophical Society Charities

JM064/22 DECLARATION(S) OF INTEREST & REQUEST FOR DISPENSATION

None.

STANDING ORDERS SUSPENDED

JM065/22 PUBLIC PARTICIPATION SESSION

No public participation.

STANDING ORDERS REINSTATED

JM066/22 MINUTES

The Chair of the Trustees identified the omission within the minutes of the Lit & Phil's Health and Safety concerns regarding the grating in the floor the museum which was specifically asked to be minuted.

MOVED by Councillor A Jones, seconded by Councillor G Goodberry

'that the minutes of the Pannett Art Gallery and Whitby Museum Joint Management Committee Held on 17 March 2022 having been circulated be taken as read and signed by the Chairman as true record.'

MOVED - An amendment to add the words 'the Literary & Philosophical Society's Health and Safety concerns regarding the grating in the museum are noted in the minutes at point JMC225/22'.

A vote on the amendment was taken first

It was **RESOLVED** that the amendment is carried.

A vote on the substantive motion including the amendment was then taken

RESOLVED that subject to the amendment that 'the Literary & Philosophical Society's Health and Safety concerns regarding the grating in the museum are noted at point JMC225/22', the minutes of the Pannett Art Gallery and Whitby Museum Joint Management Committee Held on 17 March 2022 having been circulated be taken as read and signed by the Chairman as true record.

JM067/22 PROCEDURAL REVIEW**a) Terms of Reference of the Committee.**

An in-depth discussion took place about the Terms of Reference of the Committee and the lease. The Town Clerk explained the procedural issues under local government law regarding the setting of the budget, which cannot be undertaken by this Committee.

MOVED by Councillor J Nock, seconded by Councillor Mrs N Wilson

RESOLVED that the Terms of Reference of the Committee are approved for this Meeting, and the Literary & Philosophical Society are to submit any proposed amendments to the Terms of Reference to the Town Clerk for inclusion in the next agenda of Joint Management Committee to be held on 27 September 2022.

b) Delegation Arrangements to Employees

MOVED by Councillor S Smith, seconded by Councillor Mrs Linda Wild

RESOLVED that the delegation Arrangements to Employees are received and approved

c) Adoption of Appropriate Standing Orders, Policies and Procedures Relating to the Functions of the Committee

MOVED by Councillor J Nock, seconded by Councillor Mrs Linda Wild

RESOLVED that the appropriate Standing Orders, Policies and Procedures relating to the functions of the committee are adopted.

JM068/22 ANTICIPATED COMMITTEE WORKLOAD FOR THE COMING YEAR

a) Day-to-day Operational Improvements

Members of the Lit & Phil spoke to a list of proposals circulated at the meeting.

The Clerk reported that an initial report is anticipated in September from TetraTec Ltd who will be undertaking building surveys.

b) Potential for External Grant Programmes, Investment and Development

It was reported that there will be a third round of MEND funding available in 2023

c) Repairs and Maintenance

Discussions took place about repairs and maintenance to be carried out under the lease.

MOVED by G Pipe, seconded by A Roberts, that the workload for the coming year be:

1. ASCERTAIN:

- A. WHAT IS CURRENTLY REQUIRED TO ENSURE/PLACE THE PREMISES DEMISED TO WLPS (BOTH INSIDE AND OUTSIDE) IN GOOD TENANTABLE REPAIR AND CONDITION IN ALL RESPECTS HAVING REGARD TO THE PURPOSES FOR WHICH THE SAID BUILDINGS ARE TO BE USED AND THE NATURE AND VALUE OF THE CONTENTS THEREOF, AND THE COSTS OF IMPLEMENTING THE SAME BEARING IN MIND:

- I. WLPS' DECLARED INTENTION TO APPOINT A SURVEYOR TO REPORT ON CONDITION;
 - II. THAT SUCH SURVEY WILL HIGHLIGHT ANY FAILURE BY WTC TO CAUSE REMEDIAL WORKS TO BE UNDERTAKEN AND OF THIS COMMITTEE TO ADDRESS THIS ISSUE IN LIGHT OF THIS AGENDA ITEM IF THIS JMC FAILS TO DO SO;
 - III. THAT THE COUNCIL IS COMMISSIONING A SURVEY OF THE BUILDING, BY REFERENCE TO A TENDER, WHICH MAY OR MAY NOT ADDRESS THE DUTIES OF THIS COMMITTEE TO ASCERTAIN CONDITION DEPENDING UPON THE REMIT PROVIDED TO THE COUNCIL'S SURVEYORS;
 - IV. THAT ANY DISPUTE AS TO WHETHER WORKS ARE REQUIRED IS TO BE DEALT WITH BY INDEPENDENT EXPERT DETERMINATION UNDER THE LEASE ABSENT AGREEMENT BETWEEN THE COUNCIL AND WLPS;
 - V. THE NEED FOR WTC AS THE BODY WITH THE OBLIGATION TO FUND THE ENTIRETY OF THE ACTIVITIES AND OBLIGATIONS OF THIS COMMITTEE, SUBJECT TO LIMITED CONTRIBUTION FROM WLPS, TO PUT IN PLACE ADEQUATE FUNDING FOR THESE OBLIGATIONS TO BE PERFORMED.
- B. THE MAINTENANCE NEEDS OF THE ART GALLERY IN ACCORDANCE WITH ITS LEASE OBLIGATIONS, IF ANY AND THE LIKELY COSTS OF THE SAME.
 - C. THE LIKELY FUTURE MAINTENANCE NEEDS OF THE MUSEUM AND THE GALLERY AND THEIR LIKELY COSTS TO ENSURE THAT PROPER BUDGETING TAKES PLACE TO SATISFY THESE REQUIREMENTS
 - D. THE HEATING NEEDS OF THE BUILDINGS AND THE LIKELY COSTS OF THE SAME.
 - E. THE LIGHTING NEEDS OF THE BUILDINGS AND THE LIKELY COSTS OF THE SAME.
 - F. WHAT OTHER ADMINISTRATIVE SERVICES ARE REQUIRED AND THE LIKELY COSTS OF THE SAME INCLUDING, WITHOUT LIMITATION:
 - I. ANY OTHER UTILITIES;
 - II. THE EMPLOYMENT OF A CARETAKER FOR THE MUSEUM;
 - III. ANY OTHER STEPS AS THIS COMMITTEE DEEMS NECESSARY FOR THE PROPER PROTECTION OF THE PREMISES DEMISED TO WLPS AND THE CONTENTS THEREOF.
2. REVIEW AND CONSIDER, SEQUENTIALLY, WHAT SYSTEMS AND PROCESSES ARE IN PLACE TO ENSURE THAT EACH DUTY IS MET HAVING REGARD TO THE NEEDS ASCERTAINED UNDER THE PREVIOUS AGENDA ITEMS.
 3. IN RELATION TO EACH SUCH SYSTEM AND PROCESS, IF THE SAME IS NOT

COMPLIANT WITH THIS COMMITTEE'S DUTIES, DECIDE WHAT CHANGES ARE TO BE MADE AND SET OUT STEPS FOR THE IMPLEMENTATION OF EACH.

MOTION NOT CARRIED

5 in favour - 7 against – 1 abstain

JM069/22 CORRESPONDENCE FROM THE CHAIR OF WLPS.

In depth discussion took place regarding letters received from the Chair of Trustees for the Whitby Literary and Philosophical Society.

RESOLVED that works identified in the survey, would be carried out once funding was obtained.

10 in favour 1 abstain

(On a point of order) **MOVED** by Councillor Goodberry, seconded by Councillor Mrs Linda Wild that this meeting is adjourned until legal representation is sought

MOTION NOT CARRIED

2 in favour - 9 against

JM070/22 BUILDING MAINTENANCE EXPENDITURE 2020/22

This item deferred until the next meeting

JM071/22 REPORT ON OTHER PROPERTY MATTERS

The Town Clerk reported that Work had been carried out on the Air Conditioning and Heating systems; there are issues in procuring contractors to carry out jobs such as external decoration since Covid.

The emergency phone in the lift is connected but the Town Clerk is awaiting confirmation regarding whether or not the phone lines infrastructure will be compatible in 2023.

It was highlighted that there is a need of enhanced signage for the Pannett Art Gallery/Whitby Museum around the park.

MOVED by Mrs A Brown, seconded by Councillor A Jones

RESOLVED that the Curator of the Art Gallery and the Museum Manager organise the replacement of the small signs to the front and rear of the building and a walk around Pannett Park to identify areas for enhance signage includes representatives from the Friends of Pannett Park

**TERMS OF REFERENCE
WHITBY TOWN COUNCIL**

**PANNETT ART GALLERY & WHITBY MUSEUM
JOINT MANAGEMENT COMMITTEE**

General

A Committee of the Town Council established by High Court Order to “repair, maintain and keep in a good and proper state of repair and condition (both inside and outside) the buildings constituting the Art Gallery and the Museum building including the Kendal Room, in Pannett Park” having due regard to “the purposes for which the buildings are to be used and the nature and value of the contents thereof”.

Note: The contents of the Art Gallery are held in trust by the Town Council on behalf of the inhabitants of Whitby. The contents of the Museum are held in trust by the Whitby Literary and Philosophical Society for the inhabitants of Whitby. The contents of the Library and Archives are the sole property of the Whitby Literary and Philosophical Society.

Membership, Chairmanship and Quorum

Number of Members	Nine councillors to include the Chair of the Finance & Gen Purposes Committee, the Chair of the Human Resources Committee, 7 members of the PAG Committee - and 6 nominees from the Whitby Literary & Philosophical Society – total 15
Substitute Members Permitted	Yes: any member of Town Council
Appointments/Removals from Office	Councillors: by resolution of full Council. Society members: by resolution of Lit & Phil Management Committee
Restrictions on Appointment	None
Restrictions on Chairmanship/Vice-Chairmanship	Chairman & Vice Chairman must be a Councillor.
Quorum	6 Councillors
Number of ordinary meetings per Council Year	Minimum of 2
Current Sub-Committees	None

Terms of Reference

1. Under the terms of the 999-year lease*, the right and duty of maintenance of the fabric of both the Art Gallery and Museum buildings and the heating and lighting and administrative services of all of the said buildings is vested in the Joint Management Committee which is deemed to be a Committee of the Council.
2. Responsible for authorising the use of the Art Gallery for any official or public ceremonies or for the purposes of holding therein concerts, art exhibitions, or lectures, or for other cultural purposes; and to provide for the admission of the public during the periods of any such use on such terms as to payment or other conditions as the Joint Management Committee determines.
3. Responsible for implementing measures to safeguard the security of building and its contents, within the agreed budget.
4. Responsible for implementing health and safety measures and procedures to safeguard employees, users, and visitors to the building, within the agreed budget.
5. Formulate and make recommendations to Council in relation to strategies, for maintenance of the fabric of the building, which require financial outlay in excess of the agreed budget.
6. Formulate and make recommendations to Council in relation to caretaking provision. (Note: Under the terms of the lease* the Council employs and pays the wages of the caretaking staff)
7. To determine by resolution annually, the contribution to be made by the Whitby Literary and Philosophical Society each year towards the costs and expenses to be incurred by the Council in repairing and maintaining the buildings, provided that the Society shall not be required to contribute in any year, a sum in excess of 60% of the total monies received by the Society in that year in respect of charges for admission to the Museum and other rooms under the control and management of the Society.
8. Responsible for preparing a draft revenue budget for each coming financial year in respect of the functions falling within the terms of reference of the Joint Management Committee and to submit that to the Finance & General Purposes Committee for consideration by not later than 31 December in any year.

Delegated Powers.

9. The matters referred to in Paragraphs 1,2, 3, 4, 5, 6 and 8 above are fully delegated.
10. The Town Clerk or in the absence of the Town Clerk, the Deputy Town Clerk is authorised to act as and carry out the duties of the Responsible Financial Officer.
11. The Town Clerk or in the absence of the Town Clerk, the Deputy Town Clerk is authorised to act as and carry out the duties of the Senior Officer of the Council in respect of the Council's employees in the Museum and Art Gallery building.

Notes

Following the election of the Chairman and Deputy Chairman of the Joint Management Committee at the first meeting of the Committee in each Council year, the order of business shall be as follows:

- (a) Confirmation of the accuracy of the minutes of the last meeting of the Committee.
- (b) Review of the terms of reference of the Committee.
- (c) Review of delegation arrangements to employees
- (d) Review and adoption of appropriate standing orders, policies and procedures relating to the functions of the Committee.
- (e) Review of the anticipated Committee workload for the coming year.

Note: The terms of reference for the Art Gallery Committee will be determined by the Council as the trustees of the Art Gallery and its collections.

Version History

These Terms of Reference were approved by the Town Council on 2 November 2020 (Minute 086/20 refers)

- * The Legal Orders and Leases under which this Committee holds its terms of reference are:
 - (a) Order of the Chancery division of the High Court of Justice made on 5 November 1948 re: lease dated 15 August 1931
 - (b) 999 year lease between Whitby Urban District Council and Whitby Literary and Philosophical Society dated 2 June 1953 and a supplemental lease dated 10 February 2003

Note: Whitby Town Council is the assigned successor to Whitby Urban District Council in respect of these documents.

**TRANSCRIPT: LEASE BETWEEN WHITBY URBAN DISTRICT COUNCIL AND
WHITBY LITERARY AND PHILOSOPHICAL SOCIETY 1953**

This LEASE is made the second day of June one thousand nine hundred and fifty-three BETWEEN THE URBAN DISTRICT COUNCIL OF WHITBY in the County of York (hereinafter called "the Council" which expression shall where the context so admits include its successors and assigns) of the one part and THOMAS MONTGOMERIE TURNBULL of "Airy Hill" Whitby in the said County Gentle-man HAROLD WAKEFIELD SMALES of "Carr Mount" near Whitby aforesaid Gentleman The Most Honourable OSWALD CONSTANTINE JOHN PHIPPS Marquis Of Normanby of Mulgrave Castle Lythe near Whitby aforesaid and WILLIAM HEADLAM of "Raithwaite Hall" near Whitby aforesaid Steamship Owner (hereinafter called "the Lessees" which expression shall where the context admits include the survivors and survivor of them and their and his successors in title) of the other part

WHEREAS: -

1. by a Lease (hereinafter called the "old Lease") dated the day of August one thousand nine hundred and thirty-one and made between Thomas Warters of the one part and the Most Honourable and Reverend Constantine Charles Henry Marquis of Normanby the said Thomas Montgomerie Turnbull the said Harold Wakefield Smales and Harry Lumsden Boyle of the other part after reciting that by an Order of the Chancery Division of the High Court of Justice made on the 13th day of February One thousand nine hundred and twenty-eight in an Action the short title of which is "Re Pannett — Warters v. His Majesty's Attorney General 1924 P. No. 380" it was ordered (inter alia) that Thomas Warters (since deceased) and Robert William White (since deceased) the Plaintiffs in the said Action should take all necessary steps to grant to not more than four nor less than three Trustees of the Whitby Literary and Philosophical Society (hereinafter called "the Society") a Lease of the property thereby demised the said Thomas Warters (the said Robert William White being before the date of the Old Lease deceased) thereby demised unto the said parties thereto of the other part for the time of Nine hundred and ninety-nine years from the day of August One thousand one hundred and thirty-one at the yearly rent of one peppercorn if demanded ALL THAT piece of land forming part of the property formerly known as the Chubb Hill property but then known as Pannett Park TOGETHER WITH the buildings erected thereon and known as the Pannett Art Gallery and the Whitby Museum and all outbuildings belonging thereto or used in connection therewith ALL WHICH premises were more particularly delineated on the plan annexed to the Old Lease and thereon coloured pink TOGETHER ALSO WITH all such rights of way drainage and all other rights and easements (if any) at all times thereafter through over and upon the Pannett Park aforesaid as should be necessary for the proper enjoyment of the premises thereby demised and for the fulfilment of the terms of the Old Lease Reserving nevertheless and subject to and with the benefit of the covenants on the part of the respective parties thereto as therein expressed

2. By an Order of the Chancery Division of the High Court of Justice made on the 5th day of November One thousand nine hundred and forty-eight in an Action entitled "in the matter of the Scheme established by an Order dated 13th February 1928 affecting the Pannett Art Gallery and Whitby Museum" the short title of which is "Whitby Urban District Council versus Turnbull and others (1944 P. No. 138)" it was ordered that the

Scheme (hereinafter called "the Scheme") set forth in the Schedule to the said Order should have effect and the Scheme provided (inter alia) that the Council should thenceforth be responsible to repair and maintain and keep in a good and proper state of repair or condition (both inside and outside) the buildings constituting the Art Gallery and the Museum and any extensions thereto and any further or other buildings which should thereafter be erected in Pannett Park Whitby aforesaid under the Scheme and that the Old Lease should be forthwith surrendered to the Council and that the Council should thereupon grant to not more than four nor less than three persons nominated by or on behalf of the Society as Trustees for the Society a new Lease of the site of the Museum for a term of Nine hundred and ninety-nine years from the date of the said surrender

3. The Lessees are the duly nominated Trustees of the Society for the purpose of holding as Lessees the property hereinafter described and were duly authorised to become Lessees hereunder on the Seventh day of March One thousand nine hundred and forty-six 4. By a surrender dated the first day of June One thousand nine hundred and fifty-three and made between the said Thomas Montgomerie Turnbull the said Harold Wakefield Smales and Harry Lumsden Boyle of the one part and the Council of the other part the said Thomas Montgomerie Turnbull Harold Wakefield Smales and Harry Lumsden Boyle in pursuance of the said recited Order dated November One thousand nine hundred and forty-eight thereby surrendered to the Council all the premises comprised in and demised by the Old Lease NOW in pursuance of the said Order and in consideration of the covenants hereinafter contained THIS DEED WITNESSETH and it is hereby declared as follows:-

1. The Council hereby demises unto the Lessees ALL THAT piece of land forming part of the property formerly known as the Chubb Hill property but now known as Pannett Park TOGETHER WITH the buildings erected thereon and known as the Whitby Museum including the Kendall Room and all the outbuildings belonging thereto or used in connection therewith All which premises are more particularly delineated on the plan annexed hereto and thereon coloured pink TOGETHER ALSO WITH all such rights of way and drainage and other rights and easements or quasi-easements (if any) over or affecting the Art Gallery or any such other part or parts of Pannett Park not hereby demised as shall now be had used or enjoyed or otherwise necessary for the proper enjoyment of the lands and buildings hereby demised and the fulfilment of the terms of this Lease excepting and reserving to the Council out of this demise such rights of drainage and other rights and easements or quasi-easements as at the date of this Lease shall in fact belong to or be enjoyed with the Art Gallery or any other part or parts of Pannett Park not hereby demised or any buildings or erections thereon TO HOLD the same (except and reserved as aforesaid) unto the Lessees for the term of Nine hundred and ninety-nine years from the Fifth day of November One thousand nine hundred and forty-eight Yielding and Paying therefor the yearly rent of one peppercorn if demanded

2. The Lessees hereby jointly and severally covenant with the Council that the Lessees will not assign underlet or part with the possession of the said demised premises or any part thereof during the said term without the written consent of the Council

3. Provided always and these presents are upon this condition that if the Lessees shall at any time or times fail to observe the said covenant then and in each such case it shall be lawful for the Council or any person or persons duly authorised by the Council in that

behalf into or upon the said demised premises or any part thereof in the name of the whole to re-enter and the said premises peaceably to hold and enjoy thenceforth as if these presents had not been made without prejudice to any right of action or remedy of the Council in respect of any antecedent breach of the said covenant

4. The Council hereby covenants with the Lessees in manner following that is to say:-

(i) To pay during the said term all existing and future rates taxes charges and outgoings whatsoever (whether parliamentary parochial or local) being payable for a time in respect of the said demised premises

(ii) At all times during the said term to insure and keep insured fully and to the satisfaction of the Society in some Insurance Office of repute the said demised buildings against loss or damage by fire and whenever required to produce to the Lessees the policy or policies of such insurance and the receipt of the last premium for the same and further in case of destruction of or damage to the said demised buildings or any part or parts thereof by fire with all convenient speed to spend and lay out all monies received in respect of such insurance in rebuilding or reinstating in a good and substantial manner and to the satisfaction of the Society the said demised buildings so destroyed or damaged PROVIDED ALWAYS AND IT IS HEREBY AGREED that for the purposes of the aforesaid insurance the Council shall during the month of January in each and every year during the said term supply to the Society complete information as to the amount of money which in the opinion of the Council will represent a full and sufficient insurance of the said demised buildings in respect of the next ensuing year Together with complete information as to the recommendations thereon made to and considered by the Council

(iii) At all times during the said term to keep the said demised buildings (both inside and outside) in good tenantable repair and condition in all respects having regard to the purposes for which the said buildings are to be used and the nature and value of the contents thereof

(iv) To take such steps as they may deem necessary for the proper protection of the said demised premises and contents thereof to employ and pay the wages of the Caretaker or Caretakers of the said demised buildings

(vi) That the Lessees observing and performing the covenants and conditions herein contained and on the part of the Lessees to be observed and performed shall and may peaceably and quietly enjoy and possess the said demised premises during the said term without any interruption from or by the Council or any person rightfully claiming from or under it

8. THE SOCIETY shall henceforth have and be responsible for the control and management of the following buildings while respectively held under and by virtue of these presents and their respective contents namely the Museum and the Kendall Room and any other rooms or buildings which shall at any time or times be added to the said demised buildings And it is hereby agreed and declared that the contents of the Museum are held by the Society in trust for the inhabitants of Whitby

9. THE SOCIETY shall be entitled to make and shall make such charges as the Society (acting by its Council or Committee) may from time to time think fit for admission to the Museum and any other rooms or buildings at any time under the control and

management of the Society hereunder of persons who are not inhabitants of the Urban District of Whitby but inhabitants of the Urban District of Whitby shall be entitled to admission without charge to the Museum and any other such rooms or buildings as aforesaid which may be open to the public during any hours while the same shall respectively be so open

10. THE SOCIETY shall pay to the Council as a contribution towards the costs and expenses to be incurred by the Council under the said Order or under these presents in every year (having effect from the 3 day of October 1946) such sum as the Joint Management Committee hereinafter referred to may prior to the termination of such year by resolution direct provided that the Society shall not be required to pay to the Council hereunder in any year a sum or sums exceeding in the aggregate 60 per centum of the total amount of the monies received by the Society in such year in respect of charges for admission to the museum or other rooms or buildings under the last preceding clause hereof

11. THE COUNCIL shall be entitled at any time or times to erect in Pannett Park aforesaid for use with the Art Gallery or for providing in connection therewith any accommodation or amenities deemed by the Council to be necessary or desirable such new or additional buildings as the Council may think fit either by way of extension of the Art Gallery or of any other buildings then previously erected hereunder or separately from any other then existing buildings and the Society shall not be entitled to be granted a lease of any buildings erected by the Council under the provisions of this clause Provided that no buildings by way of extension of any building for the time being comprised in these presents shall be erected hereunder without the consent of the Trustees of the Society in whom these presents shall for the time being be vested such consent not to be unreasonably withheld

12. The Art Gallery and its contents (which are vested in the Council) shall be held by the Council as trustees for the inhabitants of Whitby and the Council shall henceforth have the control and management of the same accordingly

13. (i) Subject to the provisions of Clauses 8 and 12 hereof the right and duty of maintenance of the fabric both of the Art Gallery and of the Museum and of any new or additional buildings which may be erected by virtue of the conditions hereof and the heating and lighting and other administrative services of all the said buildings shall be vested in a Joint Management Committee consisting of nine members of the Council (to be appointed by the Council) and six members of the Society (to be appointed by the Society) and the said Committee shall be or be deemed to be a sub-committee of the Council and the Chairman of the said Committee shall be a person who is a member of the Council

(ii) Meetings of the Joint Management Committee or Official Receptions and lectures arranged by or on behalf of the Society may be held in the Art Gallery or in the Museum and Meetings of the Joint Management Committee may be held also at such other convenient place as the Joint Management Committee may from time to time determine

(iii) Nothing herein contained shall be deemed to confer on the said Joint Management Committee any power or authority over or affecting the Museum or any other rooms or buildings which shall for the time being, be held by any trustees or trustee of the Society under and by virtue of these same presents

(iv) The said Joint Management Committee shall also have power to authorise the Art Gallery and any new or additional buildings to be erected by the Council under Clause 11 hereof to be used for any official or public ceremonies or for the purposes of holding therein concerts art exhibitions or lectures or for other cultural purposes and to provide for the admission of the public thereto during the periods of any such user upon such terms as to payment or otherwise and on such conditions as the said Joint Management Committee may from time to time think fit

14. It is hereby declared that when it shall from time to time be necessary to appoint new Trustees of this Lease in replacement of the Lessees for the purpose of holding the said demised premises under the terms of this present demise on behalf of the Society such new nomination shall be made by a Resolution of a Meeting of the Society and the surviving Trustees or the person in whom the statutory power is vested shall appoint the person or persons so nominated to act as new Trustee or Trustees hereof

15. NOTICES hereunder may be served upon the Council by delivering the same or by sending the same by registered post to the Office of the Council and may be served upon the Lessees by sending such Notice by registered post to the last known address of each of the Lessees in Great Britain or Ireland (whether Eire or Northern Ireland) or such Notice may be served by sending it by registered post addressed to the Lessees as such Trustees as aforesaid at the Office of the Secretary for the time being of the Society

**WHITBY TOWN COUNCIL
JOINT MANAGEMENT COMMITTEE – 27 SEPTEMBER 2022
(DEFERRED FROM JUNE MEETING)**

BUILDING MAINTENANCE EXPENDITURE 2020-2022

1. Introduction

- 1.1 The table below shows building maintenance income and expenditure in the past two financial years.

	2021-22 ¹	2020-21
Income	(£)	(£)
4000/6 Refunds Lit and Phil	3,528	4,076
4000/7 Art Gallery/Museum admission sales	45,065	8,389
Lit & Phil Derived Income	48,592	£12,466
Expenditure		
5000/4/1 Gas	7,396	7,302
5000/4/2 Electricity	9,366	4,897
5000/4/3 Water Rates	1,256	736
5000/4/4 Refuse Collections	414	419
5000/4/5 Rates	-	-
5000/4/6 Hygiene Contracts	896	1,749
5000/4/7 Security Patrols	4,815	5,216
5000/4/8 Alarm Call Outs	-	-
5000/4/9 ADT Contract	11,282	6,466
5000/4/10 Repairs and Maintenance	19,353	6,466
5000/4/11 Cleaning/Hygiene Supplies	3,400	1,207
5000/4/12 Fixtures and Fittings	8,646	3,718
5000/4/14 Maintenance Reserve	-	-
5000/4/15 Air Conditioning	661	
5000/4/16 Heating System	877	
5000/4/20 Overhead Recharge (Staffing & Insurance)	40,441	£41,934
Total Building Management	108,802	£80,109
Expenditure Allocated to Museum (78% floorspace)	84,866	62,485
Less Income Received	-48,592	-12,466
Net Income(-)/Subsidy(+)	36,274	50,020

- 1.2 It is **recommended** that the contribution to be made by the Whitby Literary and Philosophical Society be capped at £85,000 for 2022/23, provided that the Society shall not be required to contribute in excess of 60% of its total receipts.

¹ Subject to Limited Assurance Review by 30 September 2022



Whitby Literary & Philosophical Society
Whitby Museum
Pannett Park
Whitby
North Yorkshire
YO21 1RE

01947 602908
www.whitbymuseum.org.uk

Mr M King
Town Clerk
Whitby Town Council
Pannett Park
Whitby
YO21 1RE

16 September 2022

Dear Mr King

WHITBY MUSEUM TEA ROOM

We are writing to formally advise you that Mrs Pippa Smith has resigned from the running of the Museum Tea Room.

We have entered into an agreement with Mrs Hannah Allen on the same terms as the previous agreement with Mrs Smith. The agreement commenced on 6th September 2022.

We are content that Mrs Allen has the necessary public liability insurance and environmental hygiene certificates required and feel that she is a very suitable person to fulfil the requirements of the agreement with the Society.

Please let me know if you have any queries relating to this matter.

Yours sincerely

Alison Roberts
Chair of Trustees
Whitby Literary and Philosophical Society

Information Provided by WLPS Chair of Trustees,

The WLPS trustees wish to improve accessibility for wheelchairs and pushchairs into the museum and art gallery.

It has been on our to- do list for some time and now that we have completed all our current improvements, we would like the JMC to consider our proposal.

We have a couple of sources for funding which we could apply to and will proceed to get costs if we get the council approval.

The changes we would make are as following.

- Remove the wooden structure and props holding up the porch and replace with a small porch properly constructed. Please see photo attachment of what it will look like. A much nicer look in keeping with the buildings' architecture.
- Remove the walls and repave the area for better access. Putting a couple of planters on the paving to stop parking.
- Refurbishing the back door to make it watertight, secure etc.
- Installing an automatic inner glass door to ease access for wheelchairs etc.

If this could be circulated to the JMC before the next meeting and if we could be given an indication of when this will go for full approval.

Best wishes,

Alison
Chair WLPS Trustees



**WHITBY TOWN COUNCIL
JOINT MANAGEMENT COMMITTEE – 27 SEPTEMBER 2022**

REPORT ON OTHER PROPERTY MATTERS

1. Introduction

- 1.1 This report outlines those matters which have been addressed since the last meeting of the committee and those which have arisen since.

2. Current Issues

- 2.1 **Repairs Undertaken to Grills** – Work commissioned by the WLPS from Dock End Engineering to grind down the raised corners of the heating grills in the main museum room was undertaken over the summer at a net cost of £449.40.
- 2.2 **Lift Works** – The most recent service visit was carried out by Morris Vermaport (Scarborough Lifts) on 28 July. The condition of the lift was passed as serviceable. There is an intermittent fault to the ‘overload’ warning light, which is not material to the serviceability. An investigation of this fault will be carried out and a repair made.
- 2.3 **Shutters** – In July repairs were carried out to the shutter between the old and new wings of the museum to replace a failed motor and to service the installation, at a net cost of £480.
- 2.4 **Maintenance Supervisor** – The town council has appointed a maintenance Supervisor on part-time contract, to supplement the work of the front of house staff and to provide cover, including of caretaking duties, minor repairs and the supervision of external contractors undertaking building work or maintenance on installations, including mechanical and electrical works.

3. Conclusion

- 3.1 The Maintenance Supervisor commences work in October and will develop and implement a schedule of inspection and repair under the supervision of the Town Clerk.

Recommendation – That the position is noted.

Michael King
Town Clerk & RFO