

# Ruckinge & Hamstreet Scout & Guide Group

This agreement is made this 11th day of November 2024

1: This agreement replaces all previous documents purporting to the above-named Group.

## 2: **Parties to the agreement**

The Ruckinge & Hamstreet Group, "*Group*", consists of the following;

- a) 1<sup>st</sup> Ruckinge and Hamstreet Scout Group, "*Scouts*" (comprising of Scout, Cub, Beaver, and Squirrel sections).
- b) Ruckinge Guide Units, "*Guides*" (comprising of Guide, Brownie, and Rainbow units).

## 3: **Operation of the parties**

The parties to this agreement are both operated under the relevant rules of the Scout Association and the Guide Association (including any codicils which may exist for the operation of joint Groups, dated 1<sup>st</sup> October 1975). The running of the Group is on a 50/50% basis between both parties.

## 4: **Premises**

- a) The Group occupies a building, known as "*The Scout and Guide Hut*", in Ruckinge, behind "The Old Post Office" (TN26 2NW). The building is a leasehold property of 99 years, from 30<sup>th</sup> December 1980 at an annual peppercorn rent of £1. The lease is held by The Scout Association Trust Corporation as Trustee for the Group.
- b) The land to the north of the building, including the hard paved area, is not included in the lease but is occupied by permission of the Landlord. The two storage containers are both owned by the Group.

## 5: Administration

The administration of the Group is as laid down in the Scout Association "Policy Organisation and Rules" with the addition of representatives of the Guide units.

- a) A group council "*Council*" existing of all parents and friends of the Group.
- b) All officers appointed by the Council must be acceptable to both parties to the Group.
- c) A Board of Trustees comprising the following;

Chair (of the group council)

Treasurer (of the group council)

Group Lead Volunteer (Scout membership)

Guide Leader (Guide membership – appointed by the Guide unit leaders)

Scout Parent Representative (for three year period up to a max of nine years)

Guide Parent Representative (for three year period up to a max of nine years)

Any other person may be co-opted by the trustees if required.

Note; Under the rules of the Charity Commissioners there must be a minimum of five members up to a maximum of twelve members. The minimum number to be set at the AGM each year.

- d) The Group may appoint a President (vice-President) if felt appropriate. The president may opt to be a member of the Trustee Board.
- e) The Council will meet, under the direction of the chair, at least once every three months to discuss the progress of the Group, including financial position, fund-raising, and any other matters they are empowered to deal with (excludes operational matters covered directly by the Scout and Guide Associations respectively).

- f) Trustees must be eligible, for office, as required by the Charity Acts. Each trustee must take the responsibility personally to declare they are eligible and are not disqualified under the Act. Any person appointed, who is disqualified is automatically void.
- g) Trustee insurance is provided by the Scout Association through the annual membership fee.

## **6 : Finance**

Finance for the Group is divided between the sections/units and the Council.

- a) Sections/Units are responsible for maintaining their own records.
- b) The Council (treasurer) is responsible for maintaining the records relating to all Council dealings, building expenses, minibus expenses, etc.
- c) Sections/Units are responsible for remitting, in a timely manner, the sum of £1.30 per £4.00 of subscriptions received (or such other sum as shall be decided by the Council) for each member, to contribute to building and minibus costs.
- d) The Group treasurer (or appointed person) will prepare annual accounts for the Council and consolidated accounts as required by the Charities Commission.
- e) The Group bank account will have a minimum of four signatories, (any two to sign), of whom one must be a Scout Leader and the other a Guide Leader, who should also be trustees.
- f) Annual capitation/census due is to be paid by the sections/units to the Group treasurer as required. The amount due from each section/unit is based on the Guide census figure per head. The balance of Scout capitation being met by the Group Council.

## **7: Charity Commission**

The Group is a registered charity, as defined by the Charities Act and is registered as “1<sup>st</sup> Ruckinge and Hamstreet Scouts and Guides”, number 308134, dated 6<sup>th</sup> March 1973.

#### **8: Gift Aid**

The Group is registered with HM Revenue & Customs for Gift Aid, allowing for the Group to reclaim income tax from general subscriptions and donations made to it.

#### **9: General Equipment Section/Unit**

Each section/unit is responsible for equipment for its own use during their meetings and is to be stored in cupboards (named) in the kitchen or on the racking on the upper floor of the storeroom.

#### **10: General Equipment Group Use**

A supply of equipment for general use is to be made available in the main hall and kitchen areas at all times.

#### **11: Camping Equipment**

The Group, mainly Scout section and Guide unit purchased through their own camp funds, owns a quantity of camping equipment suitable for indoor and outdoor, (greenfield), use. This equipment is under the control of the Scout section/Guide unit leaders to which application for use must be obtained.

#### **12: Kayaks and Associated Equipment**

All kayak's, associated equipment, lifejackets, buoyancy aids, paddles etc., are to be maintained in a satisfactory condition as certified by a Scout/Guide Association permit holder, or a person holding a similar qualification with the Canoe Association. This is to be carried out on a yearly basis.

#### **13: Theatre Equipment**

The Group owns a considerable number of pieces of theatre equipment, to enable performances to be undertaken in the hall.

- a) Stage. A portable stage, which may be erected in the hall by a suitable person, approved by the Council, who has knowledge of the safety measures required for its safe use.
- b) Lighting and Sound. All lighting and sound equipment, expensive equipment, may be installed by a suitable person, approved by the Council, and must be approved by a qualified electrician before use and following all safety considerations.

#### **14: Hire of Facilities**

All hire of facilities and equipment will be entered on the Group's web-site calendar on a first come, first served basis, with the exception of camping equipment, where the Scout section and Guide unit have first call, and the use of the minibus, where the Group has first call over the Explorer unit. This does not apply to the weekly meetings of sections/units although specific items, e.g. fluorescent jackets, kayaks, must be entered.

#### **15: Explorer's**

The Group has a District Scout Explorer unit attached under a Partnership Agreement. This gives the leader a right to attend, as an observer, all Council meetings of the Group. The leader is not a member of said Council.

#### **16: Group Minibus**

- a) It is the responsibility of the Council to ensure that any vehicle, owned by the Group, is properly roadworthy, taxed, and appropriately insured at all times.
- b) All drivers must have the appropriate licence category and be in the age range as stipulated by the insurance company.

#### **17: Closure**

- a) Scout section. Upon the closure of a Scout section, then all equipment, and funds, are to be passed to the Council for consideration as to the future of those assets.

- b) Scout Group. Upon closure of the Scout Group, then all equipment, and funds, held by the sections, are to be passed to the Council, and after consultation with the District Council to be dealt with as agreed. The property shall remain for the use of the Guide units.
- c) Guide Unit. Upon closure of a guide unit, the equipment will be passed to the Council for consideration, and funds will be passed to the Guide District, as required, for them to hold.
- d) Guide Units. If all Guide units are closed, then the property shall remain for the use of the Scout Group.
- e) Group closure. If a full closure of the entire Group should occur, then all assets and funds will pass to the Scout and Guide districts in such a way that is agreed between them. The building will pass to The Scout Association Trust Corporation as defined in the Trust Deed.

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