

**MEMORANDUM OF UNDERSTANDING**  
**OF THE**  
**HERNE HILL CARNEGIE LIBRARY SHADOW TRUST BOARD**

October 2014

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**THE HERNE HILL CARNEGIE LIBRARY SHADOW TRUST BOARD**

**It is intended that responsibility for delivery of the Carnegie Library Project will, as soon as possible, transfer from the existing Project Group to a charitable entity, or other suitable legally-constituted community organisation, to be established for the purpose. The composition of that entity and any Board of Trustees or other management body will be agreed at that time.**

As an interim measure in anticipation of that transfer the existing Project Group has agreed to function as a Shadow Trust Board. Its membership will now be expanded to include new members with the skills and experience needed to deliver the project.

The Shadow Trust Board shall comprise the individuals and representatives of local bodies and organisations listed from time to time in Appendix A. It is hereafter referred to as “the Shadow Board”. This Memorandum of Understanding (‘Understanding’) sets out the Shadow Board’s terms of reference and working arrangements.

**Mission Statement**

**To work together to develop and deliver a sustainable project for the conservation and appropriate wider use of the Carnegie Library in Herne Hill for a mix of educational, cultural, economic and social uses to meet the needs of the local community in Herne Hill and adjoining areas, and to protect and enhance the architectural and historic fabric of the building.**

**The Shadow Board will seek to achieve this mission statement primarily by acting as a forum for development of the vision for a Community Hub and for consultation with interested parties, and by commissioning the necessary technical studies to develop the project and identify funding sources:**

- To set in place legal arrangements appropriate to take ownership of the building and enable the delivery of a community-led project.
- To provide space for community uses.
- To provide space for a local library and education resource;
- To provide space for income-generating uses.
- To ensure the long-term conservation and maintenance of the building and site.
- To increase visitor and user enjoyment, awareness and numbers;

- To promote appropriate business opportunities and jobs;
- To support sustainable regeneration of the local area.

## **I Objectives**

The Shadow Board will collaborate to progress the following objectives in the first instance:

- 1.1 To promote the conservation of the structure, character, fabric and heritage of the Carnegie Library, to respect the distinctive quality of the listed building, and promote only appropriate alterations and development.
- 1.2 To develop a project that will refurbish the building for an agreed sustainable mix of educational, cultural, community and economic uses.
- 1.3 To actively promote the project vision, undertake the necessary technical and business planning work, using consultants as necessary, and to work together to identify funding sources to which applications can be made.
- 1.4 To raise community awareness of the project and secure support from a wide range of interests and potential stakeholders.
- 1.5 To develop community involvement in the wider use and regeneration of the building.
- 1.6 To work with Lambeth Council to further the project, including, notably, to ensure continuance of a viable library service on site, and where necessary to liaise with Southwark Council on aspects of the project that may affect residents of that borough.
- 1.7 To work together to develop the vision and strategy for early implementation of the project.

## **2 Organisational Arrangements**

- 2.1 Initially the Shadow Board shall comprise 10 members and each shall have one vote. The Shadow Board shall have power to co-opt up to 10 further members. Decisions shall be by simple majority.
- 2.2 The first Chair, Deputy Chair, Secretary and Treasurer (the Officers) shall be elected by a majority vote of members present at a special meeting convened under para 4.3.
- 2.3 The first Officers shall serve until the first annual special meeting. Thereafter the Officers shall have a fixed term of office for one year. An election for new officers shall be held at the annual special meeting convened under para 4.4. The outgoing Officers shall be eligible for re-election.
- 2.4 Should an Officer resign or otherwise leave the Shadow Board before their term of office has ended a special meeting shall be convened as soon as possible under para 4.3 to elect a replacement.

- 2.5 The Chair (or Deputy Chair when chairing a meeting) shall have a casting vote should the need arise. At any meeting where neither the Chair nor the Deputy Chair is present, the members present shall elect one of their number to chair that meeting only, but that person shall not have a casting vote in the event of a tied decision.
- 2.6 Shadow Board members who are nominated by an organisation listed in Appendix A may nominate another individual from that organisation to be a substitute at meetings which the member is unable to attend. The nominated substitute representative shall be able to vote on behalf of the absent member. A list of nominated representatives shall be maintained and agreed at the annual meeting.
- 2.7 If a member who has been nominated by a body listed in Appendix A resigns or otherwise leaves the Shadow Board, that body may nominate a replacement. In the event of a failure to do this the Shadow Board shall have power to co-opt a new member from any background.
- 2.8 The Shadow Board may invite council officers and other advisers to attend meetings but they will not be entitled to vote.
- 2.9 The Shadow Board may terminate the membership of a member, or their substitute, provided that that person shall have the right to be heard before a final decision is taken.
- 2.10 The Shadow Board may amend or alter this Understanding provided that any decision to do so has a vote in favour of 75% of the members present.
- 2.11 The Shadow Board may terminate this Understanding at any time provided that any decision to do so has a vote in favour of 75% of members present.

### **3 Working Arrangements**

- 3.1 The Shadow Board intends that this Understanding shall last until it transfers responsibility to a formal and legally-established body that will further develop and deliver the project.
- 3.2 The Shadow Board shall include representatives of the organisations set out from time to time in Appendix A, that exist to promote activities, or the interests of the community, in Herne Hill Ward in Lambeth and those parts of Coldharbour Ward in Lambeth and Village Ward and South Camberwell Ward in Southwark that adjoin Herne Hill. Each representative shall have one vote at meetings. Other organisations may join as members from time to time, as agreed by the Shadow Board, and on joining shall sign this Understanding.
- 3.3 Attendance as observers at meetings of the Shadow Board shall be open to representatives of local organisations, property interests and businesses, and also to local individuals provided that each observer has a commitment to the furtherance of the objectives stated in this document. Such persons attending may speak at the discretion of the Chair but will not have a vote. This right of attendance shall not apply when items previously marked as confidential are to be discussed.

## **4 Meetings**

- 4.1 The Shadow Board shall meet as necessary, and at least once a quarter, and a progress report shall be submitted to members at each meeting. No less than 7 days' notice (with email counting as written notice) shall be given of meetings together with notice of the business to be discussed.
- 4.2 A quorum shall consist of 3 members.
- 4.3 A special meeting can be called by the Chair at any time of which no less than 4 working days notice shall be given in writing (with email counting as written notice) to members setting out the matters to be discussed.
- 4.4 A special meeting shall be held annually at which the business of the meeting shall include election and re-election of Officers and members.

## **5 Working Groups**

- 5.1 In order to ensure that the project is supported by and involves as wide a spectrum of local organisations as possible, and draws on the experience and skills of individuals, the Shadow Board will establish Working Groups. These will have an informal and ad hoc membership and be charged with assisting and advising the Shadow Board, and in due course the Trust, on the development and operation of specialised aspects of the project.
- 5.2 Chairs of Working Groups shall work under the direction of the Shadow Board, which will determine their terms of reference, powers, duration and composition, and Chairs shall report on Working Group progress, both at Shadow Board meetings and (where appropriate, from time to time) between meetings by email to the Shadow Board.

## **6 Administration**

- 6.1 The Shadow Board shall make arrangements as necessary for administrative support for meetings, agendas, minute-taking, correspondence and circulation of papers, including delegating this work, or part of it, to a member organisation.
- 6.2 Where there are items to be considered of a confidential nature as marked or otherwise indicated on the agenda or at the meeting, information on these items shall only be made available to members where appropriate and shall be treated as totally confidential by all parties. No party shall release or impart confidential information at any time to any outside party without the prior and explicit consent of the Shadow Board which shall only be granted in furtherance of the objectives.
- 6.3 With regard to the ownership of documents the Shadow Board shall make clear in the terms of any appointment of any external consultant or adviser that all plans, specifications, reports and any other documents produced or provided for use by the Shadow Board will become the property of the Shadow Board unless otherwise specified.

## **7 General**

- 7.1 For the avoidance of doubt it is expressly confirmed by all parties that they do not intend to create legal relations by entering into this Understanding and nothing in it shall be construed as legally binding. In particular, this Understanding shall not constitute a legal partnership.
- 7.2 Only the Shadow Board shall have power to authorise expenditure, which shall however include power to delegate authority for day to day expenditure not exceeding an agreed amount. For the avoidance of doubt it is agreed by all parties that the incurring of expenditure by any of the parties shall not be deemed to imply the establishment of a legal partnership or a legally binding obligation between the parties.
- 7.3 Lambeth Council's attendance at meetings of the Shadow Board is without prejudice to its role as local planning authority or to the discharge of any other statutory function, and at all times it will adhere to statutory regulations
- 7.4 It is recognised that Lambeth Council will accept no liability for any professional advice offered by its representatives and all formal advice will be sought in accordance with its normal processes

## **8 Members' Personal Interests**

- 8.1 It shall be the duty of every member of the Shadow Board to disclose a personal interest in any matter coming before the Shadow Board. In the event of a conflict of interest the member shall, at the discretion of the Shadow Board, withdraw from the meeting whilst the matter is under discussion.
- 8.2 All members shall act in good faith and give the best advice they can. Advice or guidance given by a representative of a statutory body, unless specifically stated otherwise at the time, will not in any way be taken as representing the advice of that body and will in no way compromise the exercise of any statutory powers by that body.

## **9 Powers**

In furtherance of the objectives set out in this Understanding the Shadow Board may exercise the following powers:

- 9.1 The Shadow Board may submit funding applications or other appropriate applications in support of the project, or bid under the aegis of another organisation on behalf of the project.
- 9.2 The Shadow Board may jointly bid for funding and invite and receive contributions provided that in raising funds it shall conform to any relevant requirements of the law.
- 9.3 The Shadow Board shall have power to open a bank account for the purposes of receiving monies and grants, and establishing a track record in the management of funds.

- 9.4 The Shadow Board may co-operate with other organisations, voluntary bodies and statutory authorities operating in furtherance of its objectives or of similar purposes and to exchange information and advice with them.
- 9.5 The Shadow Board may do such other lawful things as are necessary for the achievement of the objectives.

**Adopted by the Carnegie Library Project Group**

Carol Boucher  
Fred Taggart  
Frances Lamb  
Colin Wight  
Laura Wirtz

**Dated this 22<sup>nd</sup> day of October 2014**

## **Appendix A**

### **Members of the Shadow Board**

All Board members receive messages sent to: [getinvolved@carnegiehernehill.org.uk](mailto:getinvolved@carnegiehernehill.org.uk)

Name	Signature and date(s)
Carol Boucher (Chair)	Date joined: 23 October 2014
Fred Taggart (Secretary)	Date joined: 23 October 2014
Frances Lamb (Treasurer)	Date joined: 23 October 2014
Cllr Jack Holborn – Ward Councillor	Date joined: 23 October 2014
Phil Isaac	Date joined: 05 February 2015
Helen Schofield	Date joined: 05 February 2015
Stephen Whaley	Date joined: 05 February 2015
Colin Wight - Herne Hill Society	Date joined: 23 October 2014
Laura Wirtz - L&Q Housing Association Community Investment Officer - Youth	Date joined: 23 October 2014