

Title of Report:	Voluntary Operation of Green Lane Museum
Committee Report Submitted To:	The Leisure & Development Committee
Date of Meeting:	20 December 2022
For Decision or For Information	For Decision

Linkage to Council Strategy (2019-23)	
Strategic Theme	Resilient, Healthy and Engaged Communities
Outcome	Council will work to develop and promote stable and cohesive communities across the Borough
Lead Officer	Head of Community & Culture Museum Services Development Manager

Budgetary Considerations	
Cost of Proposal	
Included in Current Year Estimates	YES
Capital/Revenue	
Code	
Staffing Costs	

Screening Requirements	Required for new or revised Policies, Plans, Strategies or Service Delivery Proposals.		
Section 75 Screening	Screening Completed:	Yes/No	Date:
	EQIA Required and Completed:	Yes/No	Date:
Rural Needs Assessment (RNA)	Screening Completed	Yes/No	Date:
	RNA Required and Completed:	Yes/No	Date:
Data Protection Impact Assessment (DPIA)	Screening Completed:	Yes/No	Date:
	DPIA Required and Completed:	Yes/No	Date:

1.0 Purpose of Report

The purpose of this report is to seek approval for the Roe Valley Ancestral Researchers to undertake the voluntary operation of Green Lane Museum with support from Museum Services.

2.0 Background

Green Lane Museum's collection first came into being in the early/mid 1980s when the Environment and Heritage Service (now known as DAERA) opened Green Lane Museum in Roe Valley Country Park.

In 1997, Green Lane Museum's collection came under the ownership of Limavady Borough Council.

The lease was agreed in 2008 which runs from October 2007 until 2032 and stipulated that the building must be maintained as a museum. DAERA will consider a sublease if appropriate to the original purpose.

In 2021 DAERA were approached regarding the council's intention to seek expressions of interest from local community groups to voluntarily operate the Museum, and they were open to this idea. In 2021 several community groups in the local area displayed an interest in opening Green Lane Museum with curatorial support from the Museum Service. The intention being to put in place an agreement similar to that in place with the Friends of Ballycastle Museum. They feel strongly that the historic building and its significant collection should be accessible to visitors.

In January 2022, Council recommended that Museum Services seek community group assistance to operate Green Lane Museum with support from Council for overheads and lease. Following an expression of interest application process, which was advertised in the *Chronicle* and *Northern Constitution*, on social media and emailed out to our community mailing list as well as all known interested parties. Roe Valley Ancestral Researchers were the only group to submit an application form and have met all the requirements of the application.

A key holder agreement was drafted by the council's Legal Services which was submitted to DAERA in October 2022 and subsequently approved in December 2022. Roe Valley Ancestral Researchers have agreed to the terms of the Key Holder Agreement in principle, pending ratification by Council. **See Annex A** for keyholder agreement.

3.0 Need

In January 2020, Green Lane Museum closed due to limited front of house and programme budget, however access can still be facilitated for group visits by museum staff on an ad hoc basis.

The rates setting workshop for 2020/2021 reduced the Green Lane Museum budget by removing agency costs in order to achieve required savings.

Green Lane Museum remains accredited. The accreditation scheme was paused during COVID and this has been extended until 2023. The collection is insured by Council and all museum policies, plans and procedures required for accreditation remain in place.

The museum has attracted between 3000 and 5000 visitors every year with seasonal opening hours. There is potential with the building and the collection to facilitate school groups and reminiscence workshops with older members of the community.

There is strong local community support to see the museum re-open and for the collection to remain accessible to visitors.

4.0 Recommendation

It is recommended that members approve the voluntary operation of Green Lane Museum by Roe Valley Ancestral Researchers under the terms of the Key Holder Agreement with support from Council for overheads and lease.

KEYHOLDER AGREEMENT

GREEN LANE MUSEUM ROE VALLEY COUNTRY PARK

KEYHOLDER AGREEMENT made the day of 2022

1. PARTICULARS

- 1.1 the **Grantor** **Museum Services Causeway Coast and Glens Borough Council** having its registered office at Cloonavin, 66 Portstewart Road, Coleraine, BT52 1EY formerly Limavady Borough Council
- 1.2 the **Grantee** **Roe Valley Ancestral Researchers Limited** of 32 Main Street, Ballykelly, County Londonderry, BT49 9HS
- 1.3 the **Premises** **ALL THAT** first floor premises forming part of the building known as The Weaving Shed and now known as Green Lane Museum, Roe Valley Country Park, Dog Leap Road, Limavady, County Londonderry.
- 1.4 the **Term** A term of 1 year commencing on 1st October 2022.
- 1.5 the **Rent** £1.00 (if demanded) for the term of the Agreement.
- 1.5 **Permitted Use** Use of the Premises for the purpose of a museum, for the display and interpretation of the industrial, built, rural and cultural heritage of the Roe Valley and surrounding countryside.
- 1.6 **Commencement Date** means the 1st October 2022.

DEFINITIONS AND INTERPRETATION

- 1.1 For all purposes of the Agreement the terms defined in Clause 1 in this Agreement have the meaning specified.
- 1.2 **“the Agreement”** means the Keyholder Agreement granted.
- 1.3 Words importing one gender shall be construed as importing any other gender.
- 1.4 Words importing the singular shall be construed as importing the plural and vice versa.
- 1.5 The Clause headings do not form part of the Agreement and shall not be taken into account in its constructions or interpretation.

The Grantor holds the Premises under a Lease (attached at the First Schedule) dated 12th June 2008 between the Department of the Environment and Limavady Borough Council for the term for 25 Years from 1st October 2007, “the Lease”.

Causeway Coast and Glens Borough Council are the successor to Limavady Borough Council under the Local Government Act (Northern Ireland) 2014 and the Limavady Borough Council (Transfer of Designated Assets and Liabilities) Scheme 2015.

The Grantor and Grantee are desirous of formalising the Agreement for the management and staffing of the Premises.

The Department of the Environment as Landlord, have consented to the Agreement.

2. AGREEMENT

In consideration of the obligations on the part of the Grantee contained in the Agreement the Grantor grants to the Grantee the right to use the Premises from the Commencement Date during the continuance of the Term as provided for herein for the Permitted use.

3. THE GRANTEES’ OBLIGATIONS

The Grantee agrees with the Grantor:

3.1 RENT

To pay the Rent on the Commencement Date.

3.2 MAINTENANCE

To keep the Premises clean and tidy and free from rubbish and litter at all times.

3.3 POSITIVE OBLIGATIONS to:

- 3.3.1 Maintain the Premises only for the Permitted Use and not for any business, retail or commercial use.
- 3.3.2 Observe and comply with all reasonable regulations and directions in relation thereto by the Licensor.
- 3.3.3 ensure the Premises are open to the public during the period of Easter to September in each year of the Term on at least two week days and each weekend and to ensure a volunteer of the Grantee is in attendance in the Premises at all times when they open to the public.
- 3.3.4 the Grantee is fully responsible for the safekeeping of the keys of the Premises and must be aware of the location of the keys at all times. At the expiration of the Agreement or the sooner determination thereof to immediately return the keys of the Premises to the Grantee.
- 3.3.5 Ensure that all doors and windows are securely locked, all internal lights switched off and any security alarm (if applicable) has been set each day the Premises are open under clause 3.4.3.
- 3.3.6 the Grantee shall immediately inform the Grantor of any damage to Premises or exhibits or of any other relevant matter, including but not limited to complaints, accidents, criminal damage to or thefts from the Premises.
- 3.3.7 to comply with all covenants under the Lease.
- 3.3.8 provide information on the museum contents to visitors through guided tours, providing information leaflets and answering questions.
- 3.3.9 provide opportunities for people, outside of the Grantees' organisation, to gain volunteering experience.
- 3.3.10 Ensure that Child Protection Policy / Vulnerable Adults Policy and Procedures are in place and adhered to as and where appropriate

3.4 PROHIBITIONS not:

- 3.4.1 to make any alteration of any nature or addition to the Premises or to erect or display any signs or notices on the Premises.
- 3.4.2 to cause any nuisance or annoyance to the Grantor or to any adjoining owners or occupiers
- 3.4.3 to assign, sub-licence or part with possession of the Lands or allow any other person to occupy the whole or any part of the Premises.

- 3.4.4 to use the Premises for any dangerous, offensive, noxious, noisome, illegal or immoral purpose.
- 3.4.6 to remove any exhibits or items from the Premises. Any handling of objects/exhibits or changing of displays must be in consultation with and under the supervision of the Museum Service.
- 3.4.7 to add or exhibits to the Premises without the written consent of the Grantor.
- 3.4.8 not to reproduce or copy the keys of the Premises provided to the Grantee and not to give the keys of the Premises to any other person without prior written permission from the Grantor.

3.5 PUBLIC LIABILITY AND INSURANCE

To hold appropriated public liability insurance in the sum of £10 million and to make good or pay compensation for any damage loss or injury (including injury resulting in death) to any property or person by reason of anything done or purported to be done or omitted by the Grantee and to hold and keep the Grantor indemnified against all costs expenses charges damages actions claims and demands in respect of any such damage loss or injury AND in particular (without prejudice to the generality of foregoing) to indemnify the Grantor in respect of all payments reasonably made by the Grantee in connection with the death or injury of any servant of the Grantor by reason of anything as aforesaid.

3.6 ENTRY BY LICENSOR

To allow the Grantor and all persons authorised by the Grantor to enter the Lands at any reasonable time on reasonable notice for the purpose of ascertaining whether the terms of the Agreement have been complied with.

4. PROVISOS

The parties agree to the following provisos:-

It shall be lawful for the Grantor or any person or person duly authorised by the Grantor for the purpose to re-enter the Premises and peaceably to repossess and enjoy the Premises as if the Agreement has not been made if the Grantee at any time fails or neglects to perform or observe any of its obligations in the Agreement or if the Grantee does not carry out the Permitted Use in a professional manner in the sole view of the Grantor which shall be final.

Re-entry and exercise of the rights contained above shall not prejudice any right of action or remedy of the Grantor in respect of any antecedent breach of any of the obligations of the Grantee in the Agreement.

5. EXPIRY OF TERM

For the avoidance of doubt it is agreed that the Agreement will terminate on 30th September 2023.

6. NOTICES

Any notices demands or other written communications herein required to be made by the Grantor to the Grantee will be deemed to be properly served if addressed to the Grantee and delivered to its last known address by First Class Post. Notice by email or fax shall not be permitted.

IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

8. Nothing herein contained shall be deemed to create between the parties hereto the relationship of Landlord and Tenant or employer and employee nor in any way confer or impose upon either party hereto any of the rights or obligations of Landlord and Tenant or employer and employee. The Grantee shall not be entitled to exclusive possession of the Lands.
9. That legal possession and control of the Lands shall at all times remain vested in the Grantee as Tenant of the Department of the Environment and the Grantee shall not be deemed to acquire any estate or interest therein, neither Legal or Equitable.
10. The Grantor provides no warranty as to the condition of the Premises nor that they are suitable for the Permitted Use.
11. The Agreement and the Schedules and the documents referred to herein shall constitute the entire agreement and understanding between the parties with respect to all matters which are referred to.
12. The Agreement is intended to be legally binding and shall be governed by and construed in accordance with the law of Northern Ireland and the parties hereby submit to the exclusive

jurisdiction of the Northern Ireland Courts to address any dispute arising hereunder in relation to the subject matter of the Agreement.

FIRST SCHEDULE

-The Lease

IN WITNESS whereof the parties have executed the Agreement the day and year herein written.

PRESENT WHEN THE SEAL
OF THE **GRANTOR** WAS AFFIXED
HERETO

.....
Mayor

.....
Chief Executive

SIGNED BY THE **GRANTEE**

.....
Director

.....
Director

In the presence of

.....
Witness 1

Name

Address

Occupation

.....
Witness 2

Name

Address

Occupation

