

# Cabinet

**Wednesday, 18 October 2017**

## Additional Information

Agenda Item No. 11 - Swindon Museum and Art Gallery  
– Round 1 bid submission

Additional Appendix (Partnership Agreement between Swindon Borough Council (SBC) and The Swindon Museum and Art Gallery Trust (the 'Trust')) and additional recommendation to be considered:

Recommendation 2.5:

**Endorse the Partnership Agreement between the Council and Swindon Museum and Art Gallery Trust, and authorise the Director of Law and Democratic Services to sign the agreement on behalf of the Council.**

Contact: Steve Jones (Telephone 01793 463602),  
email: [stevejones@swindon.gov.uk](mailto:stevejones@swindon.gov.uk)

**Partnership Agreement between**

**Swindon Borough Council (SBC)**

**And**

**The Swindon Museum and Art Gallery Trust (the ‘Trust’)**

Pertaining to operational activities of the organisations in pursuance of, joint objectives, and in particular realisation of Pledge 21 of the SBC’s ‘Vision for Swindon’.

**1. General**

1.1 Both parties will work together in pursuance of the objectives of;

- a. Delivering a new Museum and Art Gallery as a prime cultural and leisure destination on the site adjacent to the Wyvern Theatre and the Magistrates Court, and
- b. Collaborative working to improve the visibility and visitor experience at the existing Museum and Art Gallery in Bath Road in support of 1.1(a) (*above*).

**2. Financial Resources**

2.1 SBC will make available land within the ‘Cultural Quarter’, identified in the Swindon Masterplan, to the Swindon Museum and Art Gallery Trust, upon which to build a new Museum and Art Gallery. The approximate capital value of this land is £1.9 million.

2.2 Further, SBC has committed to a capital financial contribution of up to £5 million, of which £475k has previously been approved towards bid development and the Director’s salary. The balance of capital funding of £4.525 million can support construction costs (Cabinet Minute 51(3), 10th December 2014).

2.3 SBC Cabinet has agreed to provide revenue funding of £245,000 per annum, (Cabinet Minute 51(3), 10th December 2014), to support the operational costs of a new Museum and Art Gallery.

2.4 SBC Cabinet has agreed to work with the Swindon Museum and Art Gallery Trust to identify funding to address the remaining estimated deficit including the consideration of an entrance fee (models including free entry to Swindon residents and under-18s will be explored); and to agree to the application of resources such as business rates and New Homes Bonus, arising from further development/uplift in the vicinity to meet the funding shortfall identified in the new Swindon Museum & Art Gallery Trust Business Plan.

2.5 Under current rules, charities automatically receive 80% charity relief on business rates. SBC also has the power to grant discretionary rates relief on the remaining 20%.

SBC has agreed to grant maximum relief on business rates, subject to changes in Central Government rules.

### **3. Governance**

- 3.1 In accord with its Articles of Association, Swindon Museum and Art Gallery Trust shall include on its Board of Trustees, one Trustee nominated by SBC, which may be the relevant SBC Cabinet Member.
- 3.2 The SBC Cabinet Member may have a Cabinet Member Advisory Group (CMAG) that would be supported by SBC officers. In forming this CMAG, the Council would support the governance of the Trust throughout the Development and Delivery Phases, as well as once the new facility is operational, and would perform an accountable monitoring function relating to any spend of Council monies relating to the project.
- 3.3 The SBC Chief Executive Officer, or a named nominee, may also attend meetings of the Board of Trustees.

### **4. Staffing and intellectual Resources**

- 4.1 SBC shall make available staff resource with expertise of curatorial and collections at the Bath Road Museum in pursuance of joint objectives with the Trust of:
- a. Preparing any case / bid for the new facility detailed in 2.1 above,
  - b. Developing and delivering temporary displays related to the new facility at mutually agreed locations in Swindon, and
  - c. Developing \ improving the Bath Road museum and the collections \ displays within it.
- 4.2 These resources shall be made available following agreement between the Trust Director and SBC's Head of Planning, Regulatory Services and Heritage, and any input estimated at over 37 hours in total shall be agreed and programmed in at least 2 months in advance of the start of that work.
- 4.3 In addition, SBC shall support the Trust through professional advice and expertise in the following areas;
- Law and Governance
  - Planning, Highways, Building Control, Licensing and Technical Services
  - Property and Asset Management
  - Project Management and Regeneration
  - Bidding and access to external funding
  - Culture

- Facilitate reasonable access to all relevant Officers & Councillors from all Political Parties

[Note – This list is not exhaustive and advice on any statutory or regulatory function shall not prejudice the Council’s decision-making responsibilities on any application that it may determine, or inspection that it may undertake]

## **5. SBC Museum and Art Collections**

- 5.1 The collections will continue to be owned by SBC, and the ongoing storage requirements of the Swindon collections not on display at the Swindon Museum & Art Gallery will remain the responsibility of SBC.
- 5.2 At the appropriate time, SBC and the Trust will enter into a collections management agreement in order to facilitate the care, conservation and management of the collections on display, or on loan from, the new Swindon Museum and Art Gallery.

## **6. Points of Contact**

- 6.1 The principal point of contact for the Trust shall be the Director of the Trust.
- 6.2 The principal senior point of contact at SBC shall be the Head of Planning, Regulatory Services and Heritage. Day to day contact at SBC shall be through Curator SMAG, and Marketing Manager, SMAG on professional, curatorial or operational matters at the Bath Road Museum, and with Strategic Manager – Heritage, on the new Museum and Art Gallery project.
- 6.3 The Director of the Trust and the Head of Planning, Regulatory Services and Heritage shall diarise and honour fortnightly update meetings, unless otherwise agreed by both parties.

## **7. Review**

- 7.1 These Terms of Engagement are not a legally binding contract and are not legally enforceable but are intended to provide a mutually agreed means of working towards agreed objectives. They may be reviewed at any time on request of the Trust or the Council.

Dated: .....

Signed:

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Robert Hiscox Chairman of the Trust

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John Gilbert  
Chief Executive, Swindon Borough Council

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