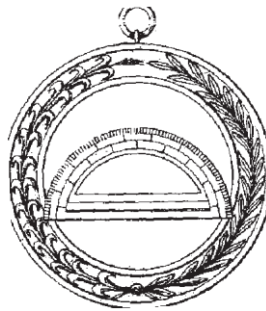




UNITED GRAND LODGE  
OF ENGLAND

## Masonic Halls Centres of Excellence





## FOREWORD



1. This guide has been produced with input from several Provinces, which have historically varied in their approach to Masonic Centres. Some have maintained an ‘arms-length’ approach, while others have taken a more proactive interest. Some of the references therefore to “Provincial Input” in the guide, will not apply to all Provinces.
2. In addition to assisting those responsible for managing Masonic Centres this guide is also intended to assist Provinces (and Provincial Grand Superintendents of Works) in their reviews of Masonic Centres, to ensure that they are not only legally fit for purpose but are also a credit to Freemasonry.
3. It will provide guidance and recommendations on the management and operation of Masonic Centres but it is not intended to be and cannot be regarded as being a ‘complete and authoritative guide’ to the legal requirements of operating a Centre. It is the responsibility of the Directors/ Management of each Centre to ensure that it is legally compliant, taking account of their local circumstances.

## LEGISLATION & REGULATION



It must be noted that the content of this guide, which concerns the law and regulation, relates to that of mainland England. Due diligence, must therefore be taken, to ensure compliance with legislation and regulation for those Masonic Centres in Wales, the Isle of Man, Jersey, Guernsey & Alderney, Districts and Overseas.

## METROPOLITAN GRAND LODGE



For reasons of brevity this guide references ‘Provinces’ and their role in supporting and developing sustainable Masonic Centres of excellence. All detail relating to Provinces applies equally to [Metropolitan](#).

## FORMS



All of the forms contained within this guide ([Masonic Centres' Overview](#), [Masonic Centre Review & Information Register](#), [Centre Location Information](#), [Centre Masonic Dates](#), and [SWOT analysis](#)) are editable PDF documents and are available to download separately as PDFs or in Word format.

## DISCLAIMER AND IMPORTANT NOTE



1. This guide is produced and made available on the strict understanding and basis that no liability is accepted for any errors contained in it, whether they are errors of fact, opinion or otherwise. Appropriate advice should be obtained before applying the information to particular circumstances.
2. Some of the main areas of legislation likely to apply to Masonic Centres are briefly described in this guide. The Code of Practice is not intended to be and should not be regarded as being a complete or authoritative guide to the legislation, and this disclaimer and important notice should be noted. It is hoped that it will help in suggesting issues to be considered and sources of further information and advice.
3. Please note that the contents of this document are guidelines only and each user should take their own independent professional advice, for no liability is accepted by the Province or UGLE as a result of their use.

## INTRODUCTION

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Masonic Centres are key to the future of the Craft. A well run centre will be inviting, and brethren will be pleased to take their friends and family to the building on social or other occasions; and be happy to dine after meetings in a convivial atmosphere. **A well-managed Masonic building will ensure that Lodge subscriptions are competitive/affordable, which may involve maximising external income; and that pricing (and pricing structure) will take into account the impact on individual Lodges and membership.**

Despite the importance of the running and management of our Masonic Centres, the Province and, indeed, Grand Lodge, have no jurisdiction over their future.

Masonic Centres may be owned by a Lodge or Group of Lodges, a trust structure or a company controlled by a Lodge or Group of Lodges, and sometimes the management of the Masonic Centre is separated from the ownership. The Owners/Managers (Owners) are very often enthusiastic amateurs, doing the best they can with limited knowledge; and perhaps obtaining “advice” cheaply, or free, from interested friends or Masons keen to help.

Provinces cannot interfere with the ownership of Masonic Centres, nor would they wish to do so. However, the importance of centres is such that the Province has a responsibility to do what it can to ensure that they satisfy the needs of the Lodges and brethren – and in this connection “needs” refers not only to financial matters but also the development of the Craft; brethren enjoying their Freemasonry, involving their friends and family, at a reasonable cost.

## MISSION STATEMENT

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The management of Masonic Centres demands more than just simply maintaining and servicing the buildings. It is a highly complex and technically demanding function to provide support to the centres operations, enabling the management to better achieve its stated objectives. Frequently Masonic Centres are unclear of all of their objectives. A defined strategy with clear aims and objectives will provide maximum benefit, with results being measured in terms of quality of service and value for money rather than on cost alone.

The office of [the Provincial Grand Superintendent of Works](#) or Appropriate Person (it is recommended that this office is held by a suitably qualified or experienced member with appropriate buildings' experience), and where appointed, the [Deputy Grand Superintendent of Works](#) (specialising in Facilities Management), and the [Assistant or Area Superintendents of Works](#) will lead, guide, and advise Masonic Centres in adopting best practice in their management function to ensure the centres are put to the most beneficial use for the satisfaction of the members and involvement of the wider community.

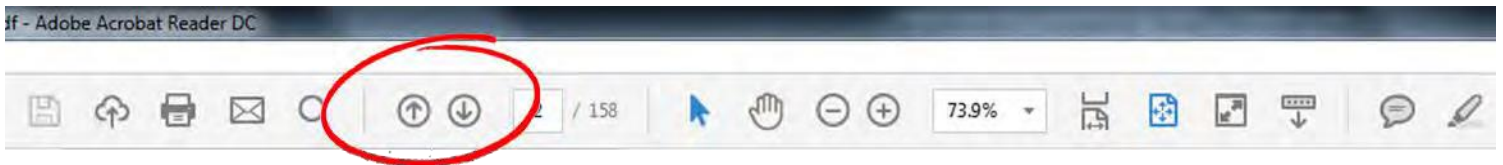
## NAVIGATION - finding your way round



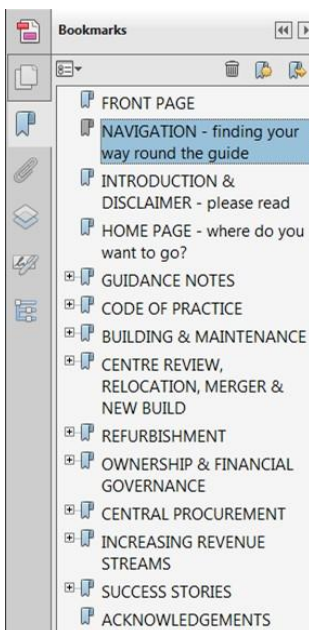
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2. If you click on a link to another section of the guide you can return to the original section by pressing the 'Alt' and left arrow keys



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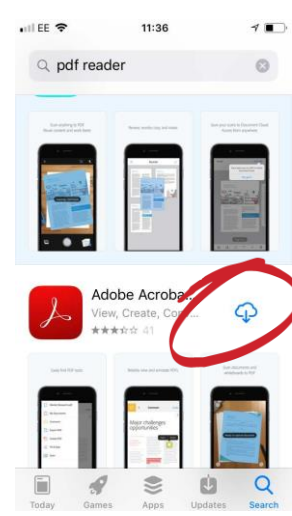
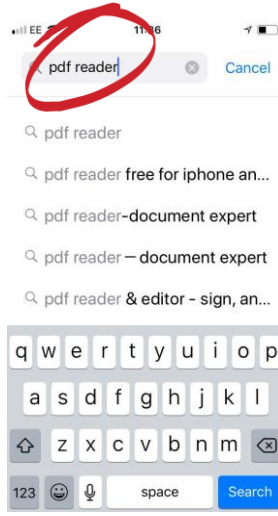
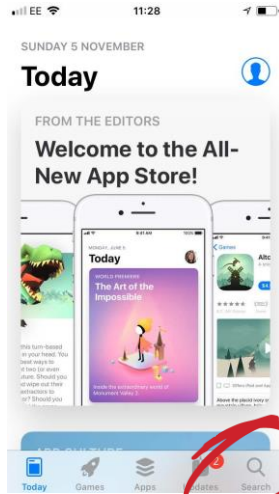
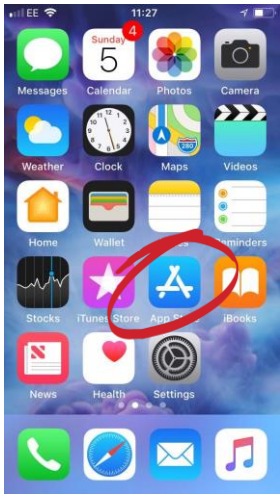
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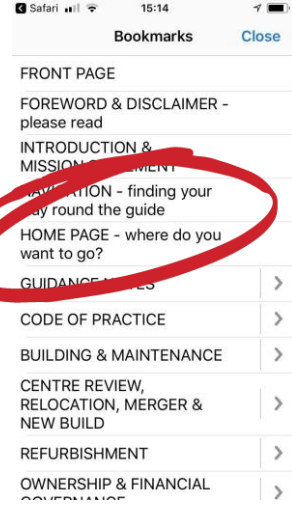
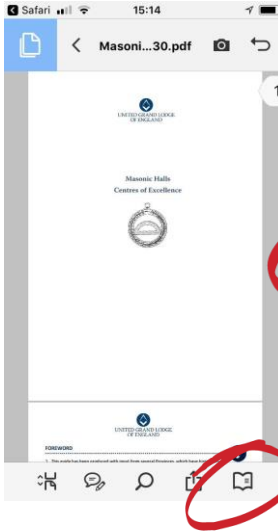
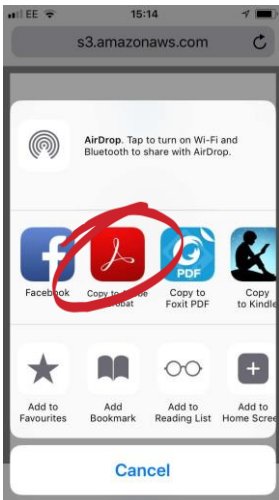
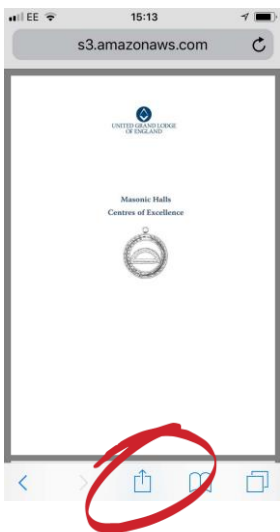
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# NAVIGATION - finding your way round using Apple iOS



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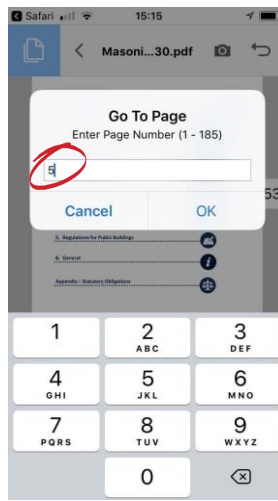
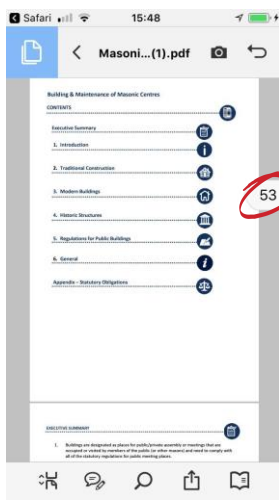


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UNITED GRAND LODGE  
OF ENGLAND



**Code of Practice  
for  
Masonic  
Centres**



**Guidance for Centre  
Management & Provincial  
Grand Superintendent of  
Works**



**Building &  
Maintenance**



**Refurbishment,  
Relocation  
or New Build**



**Refurbishment  
Governance**



**Ownership &  
Financial**



**Central  
Procurement**



**Increasing  
Revenue  
Streams**



**Success  
stories**



# Guidance Notes for Masonic Centre Management & Provincial Grand Superintendents of Works

## CONTEN

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1. **Masonic Centre Principles**
2. **Initial Strategy**
3. **Development of Follow on Strategy**
4. **Understanding and Assessing Masonic Centres**
5. **Superintendent's Working Party**
6. **On-going Support: Advice and Guidance**
7. **Future Strategy and Conclusion**
8. **Grand Superintendent of Works Advisory Notes**
9. **Reviewing Masonic Centre Viability**

## Appendices

**Appendix A – Useful Reference Material and Further**

**Reading Appendix B – General Centre Information**

**Appendix C – Specific Centre Information**

**Appendix D – Job  
Descriptions**

- **Provincial Grand Superintendent of Works**
- **Deputy Superintendent of Works**
- **Assistant, Area or Group Superintendent of Works**



## 1. MASONIC CENTRE PRINCIPLES

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A successfully run Masonic Centre will have as its foundation:

- 3.1 A management team that is diverse, knows and fully understands the extent of its roles, responsibilities, and powers. One that presents new members of the management with a realistic picture of what is involved. One where the members are democratically elected by a majority of the Brethren.
- 3.2 A detailed business plan and management strategy that is workable and up to date, containing provisions for everything the management needs to do and that can accommodate Provincial and local requirements.
- 3.3 An effective means of communication and consultation with the members to ensure that their needs and interests are understood.
- 3.4 Provision of a building (Centre) that meets all legislative requirements and provides the facilities to meet the needs of the members' activities.
- 3.5 A funding regime that is sustainable and diverse enough to allow management sufficient flexibility to direct their activities in accordance with the members' needs and requirements.

## 2. INITIAL STRATEGY

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The ultimate goal must be to have a co-ordinated [Code of Practice](#) for the Masonic Centres within a Province and to ensure that the management of centres understand and acknowledge the huge potential impact they have upon the well-being of the membership.

- 2.1 Across a Province there will be XX Lodges with XXX Freemasons meeting at XX Masonic Centres. Looking at this from a business perspective there will be xx individual customers being provided with a service via the xx Lodges through xx points of service over which the Province has no jurisdiction and at the moment limited knowledge.
- 2.2 UGLE and PGL are concerned that any issues with a Masonic Centre could have a detrimental effect upon Freemasonry in general and membership in particular.
- 2.3 The Initial Strategy within the Provincial and Area Superintendent's remit must be to look at each Masonic Centre and:
  - Understand how it operates and provides services;
  - Assess the management and operational functions;
  - Report upon the current status;
  - Review the findings for further consideration.
- 2.4 This Initial Strategy should, ideally, take no longer than six months.

## 3. DEVELOPMENT OF FOLLOW ON STRATEGY

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- 3.1 At the conclusion of the initial review period it will become apparent where the focus of attention should be directed.
- 3.2 The actions should then fall into the categories of:
  - Guide and recommend as appropriate
  - Implement actions as required
  - On-going review
- 3.3 The follow on Strategy has to take account of the identified risks arising out of the review and include for contingency plans.
- 3.4 In due time the bespoke Provincial Code of Practice and Guidance Note for the Management of Masonic Centres will be produced.

## 4. UNDERSTANDING AND ASSESSING MASONIC CENTRES

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4.1 In the first instance the Provincial Grand Superintendent of Works will prepare, with the aid of any appointed Assistant or Area Superintendents and Masonic Centre Chairman and committee, a report upon the centres within their Area.

4.2 The purpose being to provide a clear picture of the status of the Masonic Centres so that the current position can be fully understood and there can be developed a Provincial best practice moving forward.

4.3 The initial report will generally cover, but not be limited to:

### 4.3.1 Corporate and Statutory Matters

- Form of Ownership
- Management Structure
- Lodge involvement and member liaison
- Charging Structure and Hire Charges
- Form of Agreement with Lodges
- Availability of AGM Minutes, Representative meeting minutes and Accounts
- Evidence of all relevant Insurances
- Health & Safety
- Disabled Access
- Evidence of all Statutory notices being displayed
- Annual Safety Checks; Fire Risk Assessment; Food Hygiene

### 4.3.2 Management

- Catering, cleaning, maintenance, waste management, service providers and associated contracts and/or methods of engagement
- Employment
- Evidence of Business Plan and Future budgets
- Evidence of [Gaming](#); [Lotteries](#); [Alcohol](#); [PRS Licences](#) etc.
- Evidence of a Building Improvement and Maintenance Programme

### 4.3.2 General Centre Matters

- Brief History and description of facilities provided
- Third Party Involvement and usage; Additional Commercial Activity
- Brief review of Building Fabric and status of Facilities
- General “feeling” of customer relations and overall Masonic experience
- Approach to Fund Raising and Marketing
- Known and identifiable issues
- Matters requiring urgent and immediate attention

4.4 It should be stressed that this review IS NOT about finding right or wrong answers but about fully understanding how our Centres are owned, managed and operated to ensure that appropriate advice, information and guidance can be given to deliver the best service possible to the Brethren of the Province.

4.5 Striving to achieve best practice must always be the goal.

4.6 The [Code of Practice for Masonic Centres](#) addresses the basic matters of which all Centres should be aware.

## 5. SUPERINTENDENT'S WORKING PARTY

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5.1 The success and future of our Masonic Centres is dependent upon best practice being followed and ensuring that effective support is given from Province to the centres and sharing as much data and information as is possible.

5.2 To this end a working party will be formed to review, discuss, and formulate Provincial Policy, where deemed appropriate, on:

- Standard Agreements with Lodges
- Standardise methods of charging for meetings and hires
- **Combined Procurement:**
  - Energy
  - Insurances
  - Health & Safety advice
  - Maintenance and Repair Contracts
  - Stair Lifts, Disability Equipment, First Aid Equipment
  - Training Courses for designated Supervisors, First Aid etc.
- Environmental Responsibility
- Involvement in Community Projects

5.3 Review and where appropriate publicise availability of support from Masonic Central Funds and General Charitable Trusts for improving facilities for Disabled access and usage.

## 6. ON-GOING SUPPORT: ADVICE AND GUIDANCE

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6.1 In addition to the initial review detailed above, the ProvGSuptWks and his team will be available to provide the support network when required by centres in terms of the usual queries relating to the daily running and management of centres, building maintenance, future projects, and statutory and regulatory issues.

6.2 Care must be exercised by Area Superintendents that advice given does not cause difficulties with individuals' Professional Organisation Membership rules, Professional Indemnity Insurance or leave the Province in an exposed position.

6.3 Information given should accord with best practice and where appropriate be in line with the [RICS guidance note for Strategic Facility Management 1<sup>st</sup> Edition](#).

6.4 Information given in line with the above requirements should always be caveated that the centres should obtain independent professional advice.

6.5 As much historic information should be obtained as practicably possible, filtered and recorded against the individual centre's O & M manual. All new enquiries (of any nature) are to be recorded centrally for future reference.

## 7. FUTURE STRATEGY AND CONCLUSION

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7.1 Following the completion of the [Initial Masonic Centres' review](#), and having full understanding of the Guidance notes, the Provincial Grand Superintendent of Works should assist each centre in developing their own centre code of practice and operations manual.

7.2 Attached at [Appendix A](#) is a series of specific documents and reference papers giving detailed guidance on such matters as:

- [Structure & Ownership of Masonic Centres](#)
- [Code of Practice for the Management of Masonic Centres](#)
- [Maintenance of Masonic Centres](#)
- [Refurbishment and Increasing Revenue Streams](#)
- [Centralised Procurement](#)
- [New Build and Relocation Projects](#)

7.3 In addition to establishing current status it is vitally important that the Provincial Grand Superintendent of Works reports upon the future viability and sustainability of Masonic Centres in their Province. Armed with the current status reports and taking into consideration educated assessments of future sensitivities for income, expenditure, liabilities and membership levels a Provincial strategy can be developed.

7.4 It must be recognised that no two Masonic Centres are the same and one size does not fit all. Establishing best practice must recognise individual centre variations and operate within that framework.

7.5 In conclusion, the role of a Provincial Grand Superintendent of Works is to assist, support and guide Masonic Centres towards a best practice benchmark to ensure that the membership is enjoying the best possible experience at the Masonic Centres within the Province.



## 8. GRAND SUPERINTENDENT OF WORKS ADVISORY NOTES

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8.1 The attention of Provincial Grand Superintendent of Works is drawn to the following advisory notes which have been issued for consideration.

- N° 1 [Grenfell Tower](#) plus link to [Code of Practice section 1.7](#)
- N° 2 CCTV plus link to [Appendices 1 and 2 on GDPR](#)

## 9. REVIEWING MASONIC CENTRE VIABILITY

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### Key points to consider

1. Membership numbers at the Centre
2. Financial situation
3. Catering arrangements
4. Ownership of the Centre
5. Strategic review

### 1. Membership See [Appendix 1](#)

- 1.1 Rather than considering the number of members meeting in a centre, it is important to consider memberships. A member may belong to more than one Lodge meeting at the centre under review, so rental income from Lodges based on a per capita basis might include a number of individuals more than once.
- 1.2 Experience has shown that in recent years the rate of reduction in memberships is greater than that of members as multiple memberships have reduced due to austerity and pressure on fixed incomes from those in retirement.
- 1.3 Data on trends in membership numbers over the past 5 and 10 years should be available from Provincial records and are critical in projecting forward over the next 5 and 10 years.
- 1.4 Another key factor is the age profile of members—experience shows that the average age of members is increasing as a result of longer life expectancy and a fall in recruitment of younger men.
- 1.5 Use of such data in one Province showed that whilst the number of initiates in a year broadly replaced the numbers dying, the overall fall in membership was being driven by resignations and exclusions, with the greatest impact being from resignations.

### 2. Financial situation

- 2.1 Establish the current financial situation in the centre – review the latest accounts.
- 2.2 Establish to what extent the centre is dependent on revenue from Masonic use – meetings and social events rather than external business.
- 2.3 Consider what impact the projected change in memberships could have on Masonic revenue streams in 5 and 10 years' time.
- 2.4 Determine the extent to which “sweating the assets” by actively seeking (additional) external business could improve short to medium term viability of the current building.
- 2.5 If “sweating the assets” would require some injection of borrowed capital to improve the premises, how could the resultant debt be funded?
- 2.6 Consider the impact of changes on membership costs e.g. capitation charges.

### 3. Catering arrangements

- 3.1 Are the current catering arrangements fit for purpose?
- 3.2 If the intention is to support Masonic use of the centre by increased external business in the short to medium term, are the current arrangements capable of delivering the standard of catering required in a competitive external events market?

### 4. Ownership of the Centre

- 4.1 Determine who owns the building – this may not have been considered for many years and can be complex to resolve if, for instance, the current shares are held in the name of people no longer involved with the centre or are untraceable.

- 4.2 Seek legal advice on how best to proceed with changing ownership, perhaps by the creation of a limited company whose members are the Lodges meeting in the centre.
- 4.3 If the centre is to be sold, pose the simple but challenging question “If I am the last member of the last Lodge in the centre, do all the assets belong to me?”

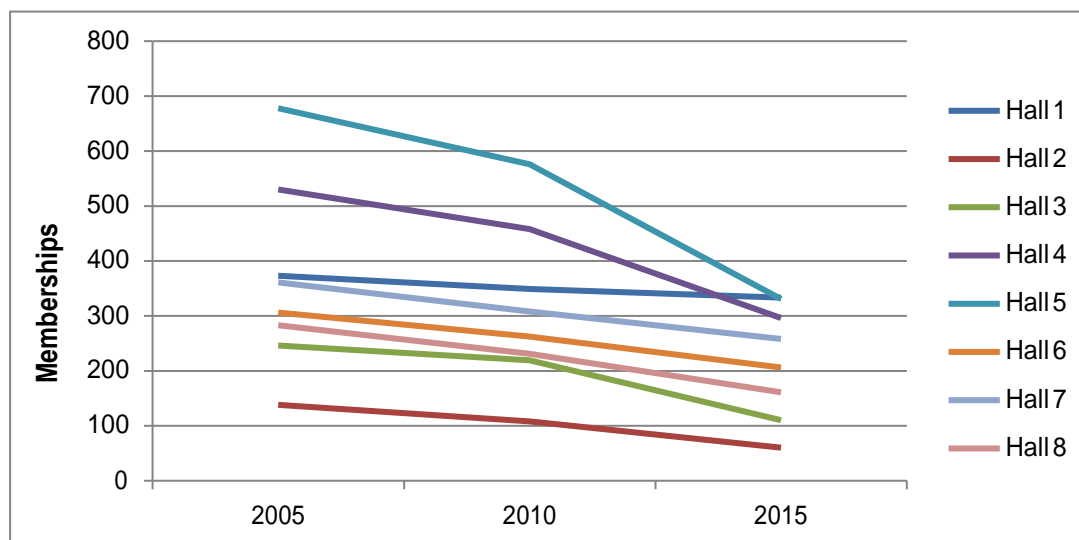
**5. Strategic Review See [Appendix 2](#)**

- 5.1 It is important in considering any significant change to a Masonic Hall / Centre that a proper planning process is put in place, making sure that qualified personnel are brought together to carry out the task and are sympathetic to the views of the membership.
- 5.2 [Appendix 2](#) is an example outlining the planning process that was undertaken in a Province which was considering the future of a small group of Masonic centres that were within six miles of each other.

## Appendix 1 Projected Membership Numbers by 2020 and 2025

The table below shows the membership of 8 centres in a Province as at the end of September at 5 yearly intervals (sourced from the Provincial database):

1. Graphically, the change in memberships by centre is as follows:



- The changes in memberships over those 5 yearly intervals are the net effect of Initiations/Joiners minus Resignations/Deaths/Exclusions and Cessations.
- Aggravating factors during the period 2005 to 2015 have been Lodge closures and financial pressures on an ageing membership, many of whom are on fixed incomes at a time of austerity.
- The change to Lodge numbers meeting in the 8 centres is shown in the table below:

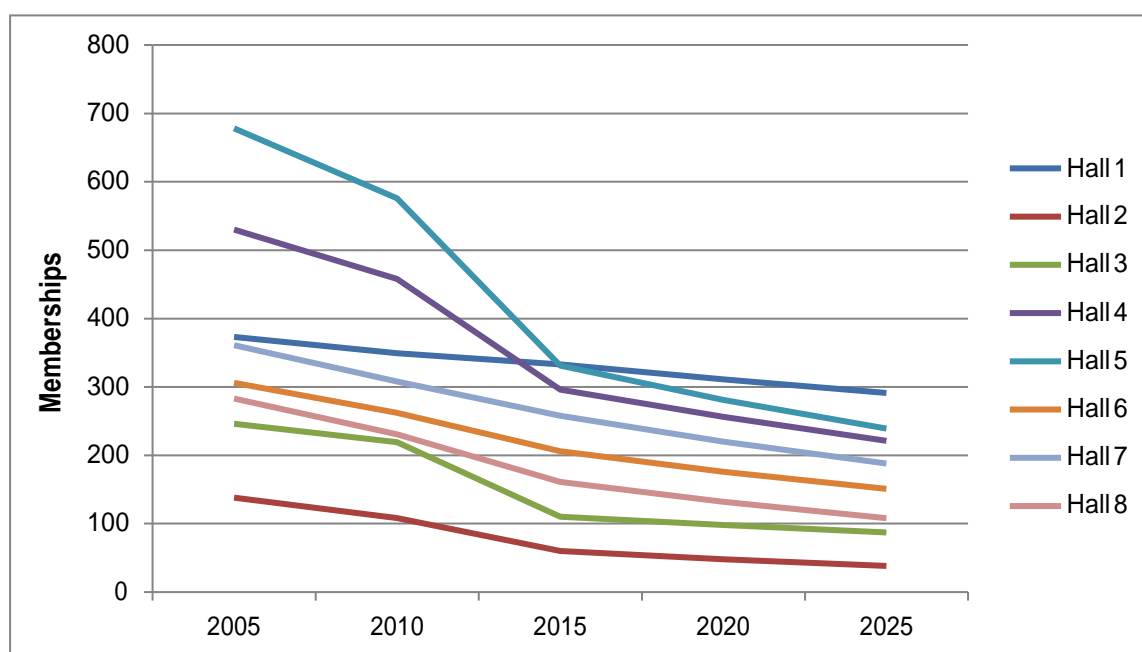
Centre	Lodges			Variation	
	2005	2010	2015	2010 vs 2005	2015 vs 2010
1	13	13	11	0	-2
2	6	5	4	-1	-1
3	7	7	5	0	-2
4	20	17	11	-3	-6
5	32	28	22	-4	-6
6	11	11	8	0	-3
7	14	13	12	-1	-1
8	13	9	7	-4	-2

- Key to projecting forwards to 2020 and 2025 are the assumptions that can be inferred from the historical data, adjusted for local knowledge on known changes during the forecast period e.g. planned Lodge closures or amalgamations and what impact these might have on resignations (members using the closure of their Lodge as a reason to leave the Craft).
- In the data above, the centres which have experienced the most marked decline in membership are 4 and 5, and these two centres have also had the greatest reduction in Lodge numbers. The other centres in the sample have experienced smaller reductions in Lodge numbers and a lower rate of decline in memberships.
- The period 2010 to 2015 was particularly volatile in terms of change in membership numbers in the sample centres, so the rate of change at each centre between 2005 and 2010 has been used in projecting ahead to 2020 and 2025.

8. Applying that rate of change to each of the 8 centres, using 2015 memberships as a base, gives projected numbers as follows to 2020. Applying that rate of change again to the 2020 forecast gives the following membership numbers to 2025:

Centre	Base Year 2015	% Variation 2005/2010	Forecast at 2020	% Variation 2005/2010	Forecast at 2025
1	333	-6.4	311	-6.4	291
2	60	-21.7	48	-21.7	38
3	110	-11.0	98	-11.0	87
4	296	-13.6	256	-13.6	221
5	331	-15.0	281	-15.0	239
6	206	-14.4	176	-14.4	151
7	258	-14.7	220	-14.7	188
8	161	-18.4	132	-18.4	108

9. Incorporating the forecast memberships for each centre for 2020 and 2025 into the graph at para 2 above gives the following picture:



- Forecasting changes in Craft membership to inform decisions on any necessary action in a centre takes no account of Royal Arch or other Orders which meet in the building and which, taken together, would need to be factored in to the overall view of internal revenue from capitation charges.
- Additionally, account must be taken of the impact of recruitment and retention initiatives as they gain momentum in each Lodge and centre. The impact of these initiatives is not evident in the 2015 base year membership numbers in para 9 but will have a positive effect on trends going forward.
- Analysis of age profile data for centres 1, 2, 3 & 4 in 2010 and 2015 illustrates how the average age of members in those centres has increased from a combination of increasing life expectancy and a fall in recruitment/retention of younger members.



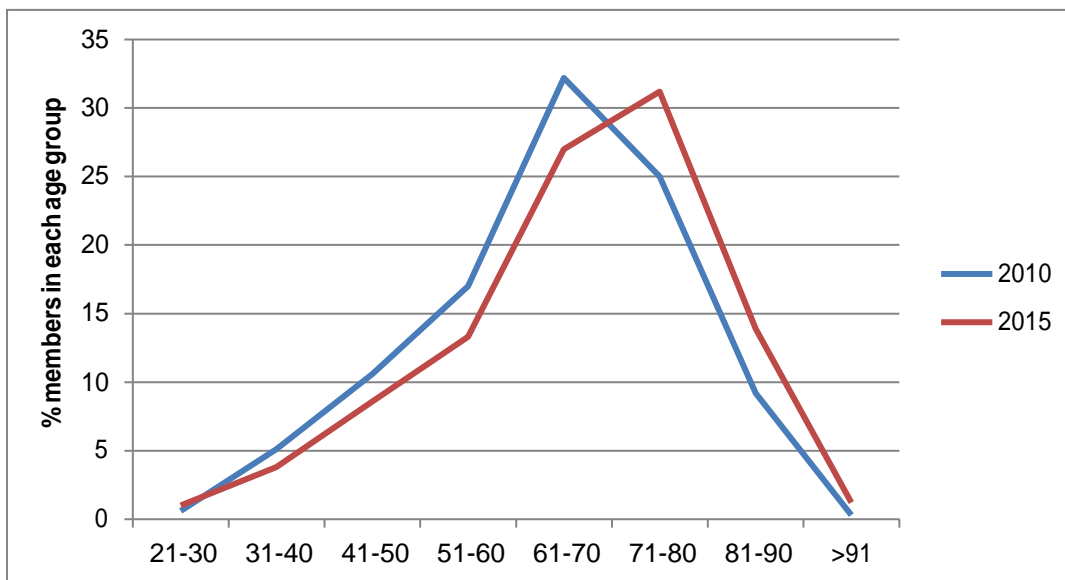
13. The age profile of members in centres 1, 2, 3 & 4 in 2010 was:

Centre	21-30	31-40	41-50	51-60	61-70	71-80	81-90	>91	Total
1	1	21	47	60	111	80	28		348
2	1	11	6	14	37	27	12		108
3	1	7	23	41	79	51	17		219
4	4	19	44	78	138	125	47	3	458
<b>Total</b>	<b>7</b>	<b>58</b>	<b>120</b>	<b>193</b>	<b>365</b>	<b>283</b>	<b>104</b>	<b>3</b>	<b>1133</b>
<b>% in age group</b>	<b>0.6</b>	<b>5.1</b>	<b>10.6</b>	<b>17.0</b>	<b>32.2</b>	<b>25.0</b>	<b>9.2</b>	<b>0.3</b>	<b>100.0</b>

14. By 2015, the age profile in centres 1, 2, 3 & 4 had changed to:

Centre	21-30	31-40	41-50	51-60	61-70	71-80	81-90	>91	Total
1	3	12	41	50	91	96	41	1	335
2		2	5	5	15	22	11		60
3		8	5	16	34	35	11	1	110
4	5	9	20	38	82	103	51	8	316
<b>Total</b>	<b>8</b>	<b>31</b>	<b>71</b>	<b>109</b>	<b>222</b>	<b>256</b>	<b>114</b>	<b>10</b>	<b>821</b>
<b>% in age group</b>	<b>1.0</b>	<b>3.8</b>	<b>8.6</b>	<b>13.3</b>	<b>27.0</b>	<b>31.2</b>	<b>13.9</b>	<b>1.2</b>	<b>100.0</b>

15. Graphing the % members in each age group in 2010 and 2015 gives a powerful illustration of the shift in age profile in just a 5 years period:



16. It is important to update the above data as often as is practicable in order to improve the forecasting routines.

## Appendix 2

### Strategic Review

#### Planning Process

1. Establish a small planning team, comprising:

- Chairman
- Accountant
- Lawyer
- Surveyor
- Secretary

2. Determine and agree terms of reference.

3. Identify and consider common issues such as:

- Rising costs.

Falling membership.  
 Development of both land and buildings  
 Ownership.

4. Agree ongoing process and data requirements:
  - Financial and Membership data over the past 5 years.
  - Yearby year projection of data over the next 5 and 10 years.
  - Clarification of centre ownership.
  - Communication with all members outlining the background and the process being adopted.
5. Data collection exercise undertaken and processed into a common format.
6. A review of membership and capitation data, projecting 5 and 10 years ahead.
7. To consider possible options:
  - Better use of the existing building.
  - Extension to the existing building.
  - Combining with another centre.
  - A possible new build.
  - Communication with the membership.
8. 8.1 A key step in considering possible options is to understand Lodge Room utilisation at centres under review. This information can be useful in a number of scenarios:
  - i) if a Lodge is considering transferring from one centre to another;
  - ii) if consideration is being given to combining a number of existing Centres;
  - iii) if the establishment a new Centre is being considered;
  - iv) in considering, at a strategic level, how much spare capacity there is in a Province as a whole, and where that spare capacity is.

8.2 The following table shows the change in the number of Lodges meeting at the 8 centres referred to in [Appendix 1](#) and the effect this has on spare capacity in those centres.

Centre	Lodge Rooms	Monthly Room Days Capacity	2005			2010			2015		
			Lodges	Room Days Needed	Spare Capacity	Lodges	Room Days Needed	Spare Capacity	Lodges	Room Days Needed	Spare Capacity
1	1	20	13	20	0	13	20	0	11	17	+3
2	1	20	6	9	+11	5	8	+12	4	6	+14
3	1	20	7	11	+9	7	11	+9	5	8	+12
4	2	40	20	30	+10	17	26	+14	11	17	+23
5	3	60	32	48	+12	28	42	+18	22	33	+27
6	2	40	11	17	+23	11	17	+23	8	12	+28
7	2	40	14	21	+19	13	20	+20	12	18	+22
8	1	20	13	20	0	9	14	+6	7	11	+19

The room days' capacity assumes each Lodge room is available for 5 days per week and 4 weeks per month. Room days needed is the number of Craft Lodges x 1½ to allow for usage by Chapters and other Orders. Spare capacity is monthly capacity minus room days needed.

9. Existing building:
  - Increasing the number of lodges.
  - Lodge amalgamations.
  - Combining social boards.
  - External income.
  - Extending existing building.
  - External management e.g. catering.
  - Upgrading the existing facilities.
  - Capital costs.

Data reviewed on membership and capitation costs 5/10 years.

Communication with membership.

10. A new build:

Data to be reviewed on membership and capitation costs over the next 10 years.

Modern commercially focussed facilities, which support local freemasonry.

Contact established with architect to determine feasibility study.

Planning team to agree key design features.

Capitation costs updated to include capital costs of new build.

Communication with membership.

Feedback from membership.

Approach to builders / developers.

Funding arrangements.

Architect to seek planning permission.

Communication with membership to seek approval.

Planning permission granted.

Planning team and architect to progress development.

Continue communication with membership.

## **APPENDIX A - Reference material and further reading**

- Structure & Ownership of Masonic Centres
- Code of Practice for the Management of Masonic Centres
- Building and Maintenance of Masonic Centres
- Refurbishment and Increasing Revenue Streams
- Central Procurement
- New Build and Relocation Projects

### **Facilities Management**

RICS Guidance Notes for Strategic Facilities Management 1<sup>st</sup> Edition [www.rics.org/guidance](http://www.rics.org/guidance)

## **APPENDIX B - Centre Information**

- List of Masonic Centres within Province
- Location Map
- List of Lodges meeting at each Centre

## **APPENDIX C - Specific Centre Information and Guidance for Centre Review**

- **Centre Overview.** This provides a quick opinion based overview to assist the Province in forming a risk register to develop a strategy where short to medium term assistance may be required. It will assist where difficulties may be encountered and identify where immediate support is required.
- **Masonic Centre Review & Information Register** along with the supplementary questionnaires (documents detailed below) will provide the detailed factual based evidence to allow suitable medium and long term strategies to be developed to ensure the future of Masonic Centres.
  - Centre Location Information
  - Centre Masonic Dates
  - Centre Financial Information

## Appendix C - Masonic Centre Overview

**All information to be held in strictest confidence.**

**Masonic Centre:** .....

Date of Review: ..... Next Review Due: .....

### Guidance Note

The report below is the view of the ProvGSuptWks based upon the attached review, a site visit conducted on [date] and reports received from AreaSuptWks, Centre Management (if other please identify) where received additional reports attached.

The report should address, but not be limited to:

1. **Property.** State of repair, Atmosphere: General feel good factor, Interior décor, cleanliness etc
2. **Use of Centre.** Is it being effectively and efficiently used, does it have spare capacity, what is its suitability for external use?
3. & 4. **Ownership & Management of the Centre.** Is there an effective management structure in place? Are they aware of current requirements? Are there any undue influencing factors?
5. **Finance.** Is due consideration being given to 5 year plans, budgets, and proper asset management and fully inclusive business plans?

Space for Report

Conclusion

In your opinion should the Centre be categorised: **GREEN**  
**AMBER**  
**RED**

Recommendations for further Action with timeframes

Note proposed future review periods:

- GREEN** 5 Years
- AMBER** 2/3 Years dependent on satisfaction of recommendations
- RED** As dictated by response to recommendations & level of Provincial involvement

## Appendix C – Masonic Centre Review & Information Register

**All information to be held in strictest confidence.**

Please complete the following questions in relation to the Masonic Centre premises (“the property”) as fully and in as much detail as is possible. *\*(delete as necessary) Mark Boxes*

### 1 The Property *(Please attach to Appendix A. Labelled Internal & External photographs, Google maps style location plan, Internal floor plans)*

Address:	
Nº/Name	
Street	
Town	
County	
Post Code	

Contact Details	
Responsible Individual	
Contact Nº	
Email	
Tel Nº Centre	

Temples/Lodge Rooms Nº	
Size m <sup>2</sup>	
Dimensions (A x B)	
Max Capacity N <sup>os</sup>	

Dining Rooms Nº	
Size m <sup>2</sup>	
Dimensions (A x B)	
Max Capacity N <sup>os</sup>	

Committee Rooms Nº	
Size m <sup>2</sup>	
Dimensions (A x B)	
Max Capacity N <sup>os</sup>	

Rehearsal Rooms	
Size m <sup>2</sup>	
Dimensions (A x B)	

Max Capacity N <sup>os</sup>	
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<b>Lounge/Bar Area N<sup>o</sup></b>	
Size m <sup>2</sup>	
Dimensions (A x B)	
Max Capacity N <sup>os</sup>	

<b>Other Rooms N<sup>o</sup> (if applicable)</b>	
Size m <sup>2</sup>	
Dimensions (A x B)	
Max Capacity N <sup>os</sup>	

<b>Toilet Facilities N<sup>os</sup></b>	
Gents	
Ladies	
Disabled	

### 1A Property Accessibility

Other Facilities to assist disabled/elderly users. Does the centre have:	Yes	No
Easily accessible main entrance?		
A lift?		
Stair lift(s)		
Hearing Loop		

Does the centre have a defibrillator?		
---------------------------------------	--	--

Is a steward/caretaker employed?		
If so is he or she accommodated on the premises?		
If a caretaker lives on the premises, please describe the contract, tenancy, or other arrangement:		

<b>Car Parking:</b>	
On Site?	
N <sup>o</sup> Spaces	
N <sup>o</sup> Disabled Spaces	
<b>Off Site:</b> (Please describe whether on street, local car park, whether free or pay and approximate distance.)	



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Public Transport (Please describe proximity of Train Station, Bus Route, Taxi Rank etc)

### 1B Investment & Associated Property

Is the Centre, directly or indirectly, involved in the ownership and/or management of any Investment or Associated Property? Please give a brief description of relationship, type (Residential/Commercial, details of leases etc)

### 2 Use of the Centre *(Please attach to Appendix B the schedule of meeting dates)*

Names & N <sup>os</sup> of following orders which use the Centre & how often they use :			
Craft Lodges N <sup>o</sup>		N <sup>o</sup> Regular Meetings	
Chapters N <sup>o</sup>		N <sup>o</sup> Regular Meetings	
RAM Lodges N <sup>o</sup>		N <sup>o</sup> Regular Meetings	
Other Orders N <sup>o</sup>		N <sup>o</sup> Regular Meetings	
Mark Lodges N <sup>o</sup>		N <sup>o</sup> Regular Meetings	
Is there any spare capacity?	YES		NO

Are any parts of the Centre used by non-Masonic bodies?	YES		NO	
If Yes, please give details: (Categories & Users of Centre, Catered Events, Functions)				
Is there any spare capacity?	YES		NO	

### 3 Ownership of the Centre

Is the Centre owned by: an Individual, a Lodge, Trust, Masonic Hall Company, a Limited Company (state format), Other*			
If a Company			
Name and Registered Number:			
Is it a company limited by Shares* or Guarantee*?			
Names of its shareholders or guarantors:			
Please send a copy of its Memorandum and Articles of Association and, if possible, its last Annual Return to Companies' House.			
Names of its Directors and Secretary:			
If a Trust?			
Please give the names of its trustees and on behalf of whom do they hold it in Trust?			
Can you confirm all Trustee appointments are up-to-date?	Yes	No	
Please supply a copy of its Trust Deed and other relevant documents.			
Other: Please provide details:			
For how long has the Centre been owned in this way?			

Is the Title to the Centre?	Freehold		Leasehold	
Is the Centre Listed or in a Conservation Area?	Yes		No	
If Yes, please give details:				
Where are the Property Deeds held?				
Are the titles?	Registered		Unregistered	

#### 4 Management Structure

Please provide a simple wire diagram of the Ownership & Management structure clearly identifying individuals and sub-committees with responsibility for specific functions and facility management.
How is the Centre managed on a day to day basis?

## 5 Finance

Is the property unencumbered?	Yes		No	
Is there a loan or mortgage?	Yes		No	
If Yes, please provide details:				
Do the Annual Accounts accurately reflect long term debts, loans or similar and, if so, how is it to be repaid and is that repayment secured (e.g. by mortgage or charge) on the property?				
How are the running expenses funded – e.g. by levies on and/or by rents charged to the Lodges and Chapters that use it – and how are the levies and/or rents calculated?				
Please provide details of charges i.e. per meeting/per member per meeting £				
Is there a sinking fund or similar account maintained to provide for periodic and capital expenditure?	Yes		No	
If so, how is it funded?				
Address specific matters raised in Appendix C.				

## 6 Insurance

Comprehensive cover should be in place with a specialist provider and, as with all goods and services, obtaining more than one quotation is good business practice.

Is the Centre fully insured in respect of:	(a) Buildings?	
	(b) Contents?	
	(c) Employer's Liability?	
	(d) Public Liability?	
	(e) Directors/Trustees Liability?	
	(f) Any Other Liability Cover? (please give details)	

What advice is obtained as to the risks insured against and the amounts of the cover in every case? If so, please describe:		

## 7 Licences

Are the following licences held:	(a) Club Licence?	
Is an up to date <a href="#">Certificate List</a> in use:	(b) Premises Licence?	
	(c) Music (PRS)?	
	(d) Lotteries & Gaming Licence?	
	(e) Wedding Licence?	
	(f) Other ? (please give details)	
In whose name(s) are they held:		
Are there any outstanding issues in regard to the licences?		

## 8 Security & Statutory Compliance

Are there burglar and/or fire alarms fitted?	Yes		No	
If so, please describe ( <b>without compromising the security of the Centre</b> ):				
Has expert <a href="#">crime prevention or other advice</a> been obtained in connection with the security of the Centre?	Yes		No	
If so, please describe:				
Has the Centre been inspected by the Fire, Health & Safety, Food Safety or any other Authorities?	Yes		No	
If so, state which Authorities, when the last inspections took place and what was the outcome in each case:				

Please give details of any conditions or requirements of any Authorities which have not been or are not being complied with at the centre:			
Have there been any Security/Compliance/Insurance related matters within the last five years?	Yes		No
If so, please describe:			

## 9 Catering & Associated Contracts/Management Arrangements

Do the Brethren dine on the premises?	Yes		No
If No, what arrangements do they make for dining:			
If Yes, how many dining rooms are there in the Centre:			
What is the capacity of each:			
Have these capacities been agreed with the appropriate Authorities, and, if so which?			
Please describe the arrangements for managing the following functions (i.e. In house, Franchised, Contracted, etc) where applicable:			
Catering:			
Bar:			

Cleaning:
Maintenance:
Facilities Management:
Other (Describe):
Please describe the cooking/catering facilities in the Centre:
If dining is provided by catering facilities in the Centre, are the catering/waiting staff employed by the Centre, or are they franchised or otherwise contracted?
Please describe the arrangements with the caterers and where appropriate advise the status of Income Tax, NI and VAT liabilities:
Do third party contractors carry their own Employers & Public Liability Insurance?

## 10 Planned Works

Are any works or improvements planned for the premises?	Yes		No	
If so, please provide details:				

## 11 Any Other Matters/Comments

Are there any other matters affecting the Masonic Centre, i.e., maintenance problems, financial issues, etc?

## 12 Uniform Business Rates

Does the Masonic Centre pay Uniform Business Rates (UBR)?	Yes		No	
If No, can you please give details of on which grounds the building is exempt from UBR?				

## 13 Other Sources of Income/Funding

What other sources of income or funding does the Centre have?
<ul style="list-style-type: none"><li>▪ Income from property (rents received, car parking charges, solar panels, communication masts, etc)</li></ul>



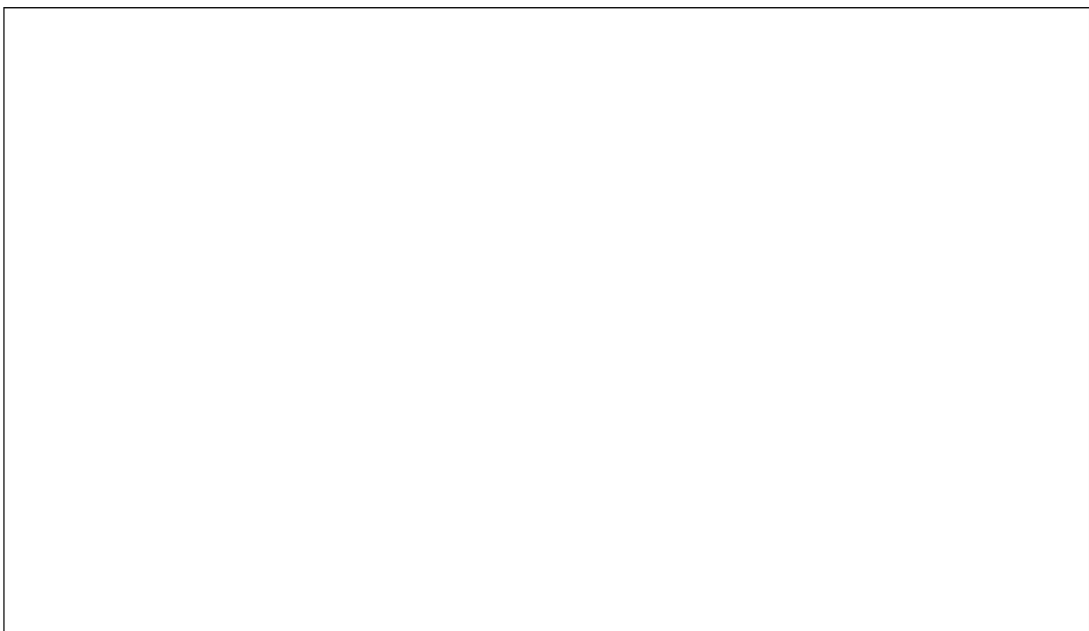
▪ Other Income (external catering events, room hire, function hall, franchise fees, etc)

<b>Signed:</b>			
<b>Print Name:</b>			
<b>Rank:</b>			
<b>Position:</b>			
<b>Address:</b>			
<b>Telephone No:</b>		<b>Email:</b>	

**Appendix C – Centre Location Information** (either embed in document or attach)

i) External and Internal Photographs


ii) Google Style Location Map



iii) Internal Floor Plans (note these should be readily available as part of the fire strategy documentation)





## **Appendix C - Centre Financial Information**

### **Finance/Accounts Section**

1. For the purpose of ascertaining that the Centre is operating on a firm and sustainable financial basis, to request and receive the following :-
  - (a) copy of the last annual Financial Statements/Accounts (and if possible two previous years)
  - (b) copy of last Financial Statement/Accounts/Management Reports.
  - (c) copy of current budget/business plan/financial plan (or forecast)
2. Review current accounting arrangements, who is responsible for them and if relevant segregation of duties/responsibilities.
3. Ascertain Financial Reporting Procedures.
4. Obtain details (and where appropriate supporting documentation) of loans/borrowings and financial assets.
5. Determine VAT status of Centre and VAT planning.
6. Ascertain method of calculating charges to users, both Masonic and non-Masonic.

### **From the above assess whether:**

1. Accounting records and systems are adequate and meet the requirements of the Centre and safeguard its assets.
2. Reporting and business plans/financial projections are adequate and enable management to understand the financial position and challenges of the Centre.
3. Whether a risks/benefits analysis has been carried out on individual activities (e.g. catering services).
4. Are there any current statutory compliance issues and are any expected?
5. Overall is the Centre viable and what is the financial outlook?

## Appendix D - Job Descriptions

### Provincial Grand Superintendent of Works or Appropriate Person

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**Reporting to: Provincial Grand Master or appointed representative**

#### **Mission**

To facilitate the growth and retention of membership by ensuring that our Masonic Centres provide the best environment to meet the needs of modern Freemasonry.

#### **Recommendation:**

Relevant professional qualification wherever possible, or extensive experience and holding office for 3-5 years

#### **Scope of Works:**

1. Develop working relationships with Masonic Centre management to assist in identifying future strategies and objectives.
2. To inspect or arrange to be inspected all Masonic Centres within the Province and assess the sustainability.
3. To support Masonic Centres in identifying and achieving the best practice in their management function to ensure the centres are put to the most beneficial use for the satisfaction of the members and the involvement of the wider community.
4. Provide or assist in sourcing professional advice and guidance to Masonic Centres including the need for advice on specialist intervention where necessary.
5. Monitor, review and report upon the Masonic Centres and make recommendations.
6. Facilitate the liaison between Masonic Centres and the Province.
7. Develop best operating practice across the Province.
8. If appointed, to monitor and manage any appointed Assistant, Area, or Group Superintendent of Works.
9. To work within the framework set out in the Provincial Grand Superintendent of Works guidance notes and develop the standing of the centres within the Province.
10. Develop and maintain a skills register of trades and professions available from members within the Province.
11. Chair an annual Masonic Centres' conference within the Province.
12. Attend an annual UGLE conference for ProvGSuptWks.

## Deputy Superintendent of Works (DSW) – Job Description

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### Reporting to: Provincial Grand Superintendent of Works

**Recommendation:** Suitably qualified or experienced in facilities management.

### Scope of Job

To specifically focus upon the building fabric and facility management of the Masonic Centres.

Develop working relationships with Masonic Centre management to assist in identifying future strategy and objectives.

Provide professional information and guidance to Centres.

### Strategic Tasks

Liaise with the Provincial Grand Superintendent of Works in order to develop best operating practice across the Province.

Provide support to the ASWs as required.

To carry out a full review of the building fabric and help develop a maintenance and refurbishment strategy. Specifically identify risks and report on strategies to be recommended and implemented.

To carry out a full review of all functional and operational activities and ensure compliance with all statutory regulations and/or best practice and make necessary recommendations.

Review the centres' register of all certificates and monitor renewals.

To provide ongoing feedback to the Provincial Grand Superintendent of Works to assist in development of future strategy.

To work within the framework set out in the Provincial Grand Superintendent of Works' guidance notes.

## Assistant, Area, or Group Superintendent of Works (ASW)- Job Description

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### **Reporting to: Provincial Grand Superintendent of Works**

#### **Scope of Job**

To support Masonic Centres in identifying and achieving their current aims and goals.

Develop working relationships with Masonic Centre management to assist in identifying future strategy and objectives.

Provide or assist in sourcing professional information and guidance to centres.

#### **Strategic Tasks**

Liaise with the Provincial Grand Superintendent of Works in order to develop best operating practice across the Province.

Ensure Masonic Centres are being put to the most beneficial use to the satisfaction of members and the involvement of the wider community.

To carry out an initial assessment of Masonic Centres and provide updated reports.

To provide ongoing feedback to Provincial Grand Superintendent of Works to assist in development of future Strategy.

To work within the framework set out in the Provincial Grand Superintendent of Works guidance notes.



# Code of Practice for the Management of Masonic Centres

## CONTEN



### 1. Masonic Centres and the Law



- 1.1 Introduction
- 1.2 Legislation applying to Masonic Centres
- 1.3 Companies Act
- 1.4 Duties of a Company Director
- 1.5 Employment Legislation
- 1.6 Health & Safety
- 1.7 Fire Safety
- 1.8 Electrical Safety
- 1.9 Gas Safety
- 1.10 Food Safety
- 1.11 Alcohol and Entertainment Licensing
- 1.12 Disability Discrimination
- 1.13 Smoke-free Legislation
- 1.14 Listed Building
- 1.15 Discipline
- 1.16 Further Advice
- 1.17 Certificate List

### 2. SWOT Analysis



### 3. Construction and Building Procurement



### Data Protection

Appendix 1 - Guidance Note

Appendix 2 - Data Protection Notice Template

## 1. Masonic Centres and the

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### 1.1.

As with all small businesses, the management of Masonic Centres face a constant challenge to keep up to date with the ever-burgeoning legislation on employment, health and safety, fire safety, food safety, disability discrimination and others.

As Freemasons, it is very important that we conduct our business affairs responsibly, are good employers and manage Masonic premises in compliance with the applicable legislation. This is not only essential to the running of our Centres, but is also relevant to the good reputation of the Craft. Non-compliance can result in civil and criminal legal proceedings, with potentially heavy fines and damaging adverse publicity for the Masonic Centre and for Freemasonry.

Centres may be operated as limited companies, members' clubs or, in a few cases, as charitable trusts. Whichever applies, it is vital that Directors, Club Officials or Trustees understand the responsibilities that come with their appointment. Directors should be aware that they have personal responsibilities under the Companies Act and other legislation for the proper running of the Masonic Centre and for compliance, with the legislation that applies to it. The fact that duties may be undertaken voluntarily and are unpaid does not diminish these responsibilities. Should an offence be committed, Directors and managers as well as the Masonic Centre Company or Club may be liable to legal proceedings leading to a fine or even imprisonment.

This is unlikely to arise in a well-managed Centre, but it does reinforce the need for brethren running Masonic Centres to be aware of and ensure that the Centre complies with the applicable legislation.

### 1.2. Legislation applying to Masonic Centres

Some of the main areas of legislation likely to apply to Masonic Centres are briefly described in the following paragraphs. This Code of Practice is not intended to be and should not be regarded as being a complete or authoritative guide to the legislation, and [the disclaimer and important notice](#) should be noted. It is hoped that it will help in suggesting issues to be considered and sources of further information and advice. Click on [the following link](#) for details on what [the Data Protection Act](#) means to an employer. See also the [Data Protection section](#) of this guide.

### 1.3. Companies Act

If a Masonic Centre is run as a limited company, the administration and activities of the limited company will be governed by [The Companies Act 2006](#).

The Act governs the provisions for shareholdings and the appointment of Directors and the Company Secretary. The shareholders are the people who own the company and are responsible for its overall direction. The Directors deal with the day to day management of the company and need not necessarily be shareholders themselves. The Secretary is an officer of the company and can be one of the Directors.

As a limited company the provisions of The Companies Act will lay down the requirements for the preparation of accounts, and for the filing of the same at [Companies House](#). Based on turnover and asset value it is unlikely that the Act will require the accounts for a Masonic Centre company to be professionally audited, or a

full financial statement to be filed at Companies House. (Nevertheless, Directors will wish to observe Masonic propriety with regard to auditing.)

With regard to filing, Companies House will accept an abbreviated set, which gives brief detail of the position of the company at its year end.

The accounts have to be filed with the Registrar within nine months after the accounting year end. In the case of a Masonic Centre operating under the auspices of a limited company, it would be usual for the shareholders to be the individual Lodges and units meeting at that centre. Control of those shares within the individual Lodges could be vested in, for example, the Worshipful Master, the Secretary or Treasurer for the time being, or a representative appointed for that purpose.

Some Masonic Centre companies may have a small number of private shareholders; where this is the case, it is very desirable to persuade the holders to return their shares to the company. This will avoid difficulties which may otherwise arise following the death of shareholders, when shares held privately are liable to be lost or pass to non-Masonic family members.

The Directors will be elected and appointed by the shareholders and this can be for a stated length of time or for an indefinite period until resignation or removal by a resolution passed by a majority of the shareholders.

It is not now a statutory requirement for a company of the size envisaged to manage a Masonic Centre for an Annual General Meeting to be held, although it is strongly recommended that one should be held to keep the shareholding Lodges informed and give them a voice. The only other meeting that is likely to be convened is an Extraordinary General Meeting at which some items of business requiring a Special Resolution would be considered.

#### **1.4. Duties of a Company Director**

The starting point is to recognize and accept that the Province, the Groups and the Masonic Centres should be working together as a team, in good faith, for the benefit of Lodges and for the good of Freemasonry in general.

In law and in practice, those running and managing Masonic Centres are normally Company Directors, and it is important to understand clearly the duties of Company Directors. These can be found in [the Companies Act 2006](#) and in case law.

Masonic Centres are there principally to serve Freemasonry and Lodges, and normally this will be reflected in the company's constitution.

Here is some general guidance for Company Directors:

- act in the company's best interest, taking everything relevant into account
- obey the company's constitution (the Memorandum and Articles of Association) and decisions taken under it
- be honest, and avoid any conflict of interests
- be diligent, careful and well informed about the company's affairs
- seek external advice where necessary

It is important that Company Directors take everything relevant into account when planning, making decisions and taking action. In particular, it is essential that Company Directors consult and work with their respective Groups and Lodges

properly and fully, so that Masonic Centres can act in the best interests of Freemasonry and Lodges.

It is good practice for Company Directors to engage in forward planning, and to prepare a rolling business plan (typically for 5 years), which is thereafter constantly reviewed and updated. Such a business plan can only be prepared, and reviewed and updated if the Company Directors consult and work with the Groups and Lodges at all times.

If Company Directors do not consult and work with their respective Groups and Lodges, as indicated above, they are likely to be in breach of their duties. If that breach of duty results in loss and damage to the company and its shareholders, the Company Directors may face personal liability. That said, if Company Directors discharge their duties in a diligent, careful and well informed manner, having consulted fully and properly, and taken everything relevant into account, they will avoid personal liability.

Those who are most likely to be affected by a breach of duty are the shareholders, and in most cases the shareholders will be the Lodges (or their representatives) - which means Freemasonry. In some cases, there may be other individual shareholders who will be affected by the breach of duty.

### 1.5. Employment Legislation

Employment legislation covers recruitment, pay and contracts of employment, hours of work, holidays and other time off, maternity and other parental rights, trade union membership, equal opportunities, pensions, dismissals and redundancy.

From 2017 every employer with at least one member of staff will be required by law to provide a [workplace pension](#) if their employees meet the qualifying criteria e.g. a salary over £10,000 p.a. Consideration must be given to [the employment of young persons](#). All employees should receive and sign a [contract of employment](#), which should include written particulars of:

- job title
- date of commencement of employment
- rate of pay, including any overtime and bonus pay
- pay interval
- hours of work
- holiday entitlement
- length of sick pay
- disciplinary procedures
- a written description of the duties

### 1.6. Health & Safety

[Health and safety legislation](#) is extremely wide ranging and requires employers and persons in control of premises to assess and control the risks from work activities. Duties are placed on employers, directors, managers and employees. The legislation applies to all work activities in Masonic centres and to the condition of the centre itself, which should be safe and without risks to the health of staff, visitors and members.

The starting point is a [health and safety policy](#), which should be in writing where five or more persons are employed. Specimen health and safety policies are available, but should be tailored to the Masonic Centre and cover the organisation and arrangements and for carrying it out. This will help to show all concerned, including staff and local authority inspectors, that risks have been considered and controlled.

The range of Acts, Regulations and Codes of Practice is daunting but much of it amounts to a common-sense, risk based approach to health and safety. The premises should be properly maintained to avoid tripping or slipping hazards. Gas and electrical installations and appliances should be properly maintained and regularly inspected.

[Lifts should have an insurance inspection every year](#). Inflammable or hazardous materials should be safely stored and used. Cleanliness is important. There should be safe means of access and egress, adequate lighting, handrails where necessary on steps etc. An [access equipment register](#) and regular inspections should be kept.

Offices, bars, dining and Masonic meeting rooms are relatively low risk areas and most requirements will be satisfied by good housekeeping, instruction and supervision. A risk assessment should be carried out, with points to consider including lifting and carrying, safe use of all chemicals and cleaning agents ([COSHH assessments](#)), any [work at heights](#) e.g. cleaning or changing light bulbs, cash handling and security and the [employment of young persons](#). Other topics for consideration may include [asbestos](#), [lone working](#) and how to deal with possible aggression or violence towards staff. Not all risk assessments need be put in writing, but it is advisable to record agreed systems of work for certain jobs and to specify how to report faults and hazards.

The kitchen is likely to be the highest risk area in a Masonic Centre, with numerous health and safety hazards including slipping, scalding, burning and the use of machinery. Specific health and safety requirements apply and it is important that a comprehensive risk assessment is carried out. A copy of [HSG55 Health and Safety in Kitchens & Food Preparation Areas](#) is essential reading.

Where kitchen staff are employed by a caterer or franchise holder these responsibilities may be their's, but close co-operation is essential. The Masonic Centre will retain certain responsibilities as the owner of the premises. The catering contract or franchise agreement should make clear the respective responsibilities of the caterer or franchise holder and the Masonic Centre Company.

Building or maintenance work will require close co-operation between the Masonic Centre management and contractors. Both are responsible for assessing risks to health and safety from activities under their control. It is essential that any person working on the premises should be made aware of the existence of any asbestos. Older premises especially should be [surveyed for the presence of asbestos](#), which should be clearly marked, and a copy of the report kept on site. Work on hot and cold water pipes and tanks should be inspected for compliance with water by-laws, and the system chlorinated after completion of work.

It is advisable to draw up a set of rules for contractors, which should be brought to their attention at the tender stage as well as when working on site. Further advice about construction work on Masonic premises is given elsewhere in this report. A register of personal protective equipment should be kept, and all employees should sign for every item of equipment each time it is issued.

## 1.7. Fire Safety

[UK fire safety legislation changed in October 2006](#). The previous Act and regulations were scrapped, along with the requirement for fire certificates. Fire certificates are replaced by a risk assessment approach, in line with health and safety legislation. Employers are now solely responsible for fire safety within their workplaces.

The safety of high rise buildings following the tragic [Grenfell Tower fire](#) in June 2017 has resulted in responsible private as well as public sector organisations being urged to carry out a review of their existing properties. See note on [cladding systems](#).

Fire safety covers fire-fighting equipment and fire alarms, emergency escape routes and exits, assembly points, provision of training and information, control of risks from inflammable substances and keeping fire routes and doors operational and unobstructed.

The Regulations require the appointment of a 'responsible person' to take responsibility for fire safety. It is the duty of the responsible person to prepare a fire risk assessment, and to keep it up to date. Consultants can be engaged to assist in carrying out this assessment, but responsibility rests with the Masonic Centre. A copy of '[Fire Safety Risk Assessment for Small and Medium Places of Assembly](#)' (ISBN 1851128204) will provide the responsible person with the necessary information to carry out the assessment.

Fire risk assessments for Masonic Centres should include the emergency evacuation of all areas of the premises, including Masonic meeting rooms. Lodge rooms are commonly on upper floors and a point to consider is that older members, or members with disabilities, may be unable to negotiate stairs without assistance. Masonic brethren need to know the procedure to be followed in case of fire, and Directors of Ceremonies may require training to direct an emergency evacuation.

## 1.8. Electrical Safety

[The Electricity at Work Regulations 1989](#) will apply to the installation and use of fixed and portable electrical installations and appliances in Masonic Centres. All electrical installation and maintenance work must be carried out by a qualified electrician.

Electrical equipment must be suitable for where and how it is to be used, and be adequately protected.

The law requires all electrical installations and appliances to be maintained to prevent danger. For fixed installations, [the Institute of Electrical Engineers Wiring Regulations](#), which have been adopted as a British Standard, require testing for safety at least once every 5 years. A certificate should be obtained and kept for insurance purposes.

Fire alarms should be tested each month, and emergency lighting every 3 months, and a record of tests kept.

[Portable electrical appliances should also be periodically inspected](#). Recommended inspection periods vary according to the likelihood of damage, from 6-12 months for kettles, floor cleaners etc. to 2-4 years for rarely moved items e.g. computers and photocopiers. A record of inspections should be kept. A free booklet: '[Maintaining portable electrical equipment in offices and other low risk environments](#)' (INDG236) is available on the [Health and Safety Executive's web site](#) (<http://www.hse.gov.uk/>). It is also advisable to consult the centre's insurers about their requirements for inspections.

Employees should be reminded to make a visual check when using portable electrical appliances. Any damaged or suspected faulty equipment should be immediately reported and taken out of service until it has been suitably repaired or replaced.

## 1.9. Gas Safety

Gas installations and appliances must comply with safety standards designed to prevent danger from gas leaks, fire and explosion risks and the toxic products of combustion.

The practical effect of gas safety legislation is that all work on the installation and maintenance of gas appliances must be carried out by an installer registered with the [Gas Safe Register](#).

Gas appliances should be tested every year, including kitchen equipment, and gas pipe work installations tested every 3 years.

As with electrical appliances, employees should immediately report any damaged or suspected faulty gas appliances, which should be taken out of service until it has been suitably repaired or replaced.

## **1.10. Food Safety**

Legislation on food safety has expanded considerably with the establishment of the [Food Standards Agency](#). Today it has a high public profile with controls covering all aspects of food safety from production to point of sale.

Food safety covers food storage, preparation and handling, including the cleanliness of premises and equipment, temperature control and segregation of food storage, personal hygiene and food hygiene practices. As with other legislation, emphasis is placed on managerial responsibility, training, supervision and record keeping. A comprehensive information and record keeping pack "[Safer food, better business](#)" is available free of charge from [the Food Standards Agency](#).

From December 2014, [legislation](#) requires food businesses to provide allergy information on food sold unpackaged - a list of allergens included in each dish, to be available for staff to advise customers who may have food intolerance.

In Masonic Centres responsibility for food safety may rest primarily with a contract caterer or franchise holder. This does not mean that those running Masonic Centres can safely disregard compliance in this area, as the business and reputation of a Centre will be severely harmed in the event of food hygiene problems.

It is important to be aware that official local authority food hygiene ratings for food businesses, including Masonic Centres, are now publicly available through the Internet based '[Scores on the Doors](#)' public information service. Food hygiene is rated on a scale from zero to five stars, with an accompanying assessment of confidence in management.

No punches are pulled in these reports. A poor rating will reflect badly on the Centre and the Craft and is likely to have a very adverse effect on business.

It is advisable to make explicit in the contract or franchise agreement that the caterer must comply with all relevant food safety standards and that managers and all food handlers must possess or acquire an appropriate qualification in food safety. The caterer should inform the Masonic Centre management whenever an inspection has been made by the local authority, and provide a copy of the report.

As with health and safety requirements, certain responsibilities may remain with the Masonic Centre Company e.g. structural matters, painting and decoration, ventilation, maintenance of machinery and equipment. The catering contract or franchise agreement should make clear the respective responsibilities of the caterer or franchise holder and the Masonic Centre Company.

It is worth considering engaging the services of a consultant to make a periodic independent inspection of food hygiene standards, and report on issues requiring action.

## 1.11. Alcohol and Entertainment Licensing

Masonic Centres in which alcohol or entertainment is provided will need the relevant authorisation under [the Licensing Act 2003](#). This replaced the previous separate licensing regimes and a single licence can now authorise premises to be used to supply alcohol, to provide regulated entertainment and to provide refreshment late at night. Licensing may overlap with other legislation e.g. in requiring risk assessments and food hygiene qualifications for all food handlers. Since this legislation came into force in 2005 a number of changes have been made. Some are deregulations such as [the Live Music Act of 2012](#) which enables live music between 8am and 11pm at premises licensed to sell alcohol without restriction if amplified for up to 200 persons; there is no limit for acoustic music. However, additional conditions are now in place, which include; an age verification policy, no irresponsible drinks promotions, free “potable” tap water, customers to be offered smaller measures i.e. ½ pint, 25ml spirits, and 125ml wine. It is permissible for customers to request larger measures. (Those in authority should ensure they are familiar with; [Weights and Measures legislation](#) and [the Consumer Protection from unfair trading regulations](#)). Failure to comply with mandatory conditions is an offence the, [Designated Premises Supervisor \(DPS\)](#) or Officer of the club may face unlimited fines and/or 6 months’ imprisonment.

The 2003 Act created separate Licences for premises and individuals. Personal Licences are granted for the life of the applicant unless forfeited or suspended by a court or surrendered. All sales of alcohol must be made by or authorised by a Personal Licence holder. Authorisation can only be given by a Personal Licence Holder following training and should be recorded.

Premises Licences remain in force indefinitely (unless revoked) on payment of the annual Licence fee.

The first step in obtaining the necessary authority is to consult the local licensing authority (usually the local authority).

Masonic Centres will generally require one of two types of Licence:

- **Premises Licence.** This may or may not have conditions as to membership, and usage. There must be a [Designated Premises Supervisor \(DPS\)](#), who must hold a Personal Licence and is the contact point for the Licensing Authority. The DPSs must have their Personal Licence and the Premises Licence or Certificate with them whilst supervising the sale of alcohol. When not on the premises, the DPS may issue another person with written authority to serve alcohol. It is important that the DPSs should be replaced immediately if they leave; it is recommended that at least one member of the Centre management committee obtain a Personal Licence, for emergencies.
- **Qualifying Club Certificate.** This will have restrictions as to members and the keeping of records of members (membership book), records of visiting guests (visitors’ book), accounts, brewery contract etc. There is no requirement for a DPS. It is recommended that Centres holding Qualifying Club Certificates consider whether it may be advantageous to convert to a Premises Licence. Local Authority Licensing Officers are able to give advice and guidance to assist premises in ensuring they have the type of licence.



- **Temporary Event Notices.** Should the premises be required to undertake activities for which they are not licensed or at times when they are not licensed then a Temporary Event Notice (TEN) can be given to the Local Authority, with a copy to the Police. This should normally be done at least ten working days in advance. Forms are available with guidance from the Licensing Office at the Local Authority.

Licences will be held by whoever administers the Masonic Centre, normally the Masonic Centre Company or in some cases possibly a franchise holder. It is advisable to review licences periodically to ensure that they continue to meet the requirements of the Centre. In all cases the Licence or Club Certificate must be kept available for inspection by Licensing or Police Officers, and the Licence or Certificate Summary must be displayed in the premises.

#### 1.12. **Disability Discrimination & Equalities Act**

[The Disability Discrimination Acts](#) give disabled people a right to goods, facilities and services. The legislation applies to services provided to the public e.g. to areas of Masonic Centres not restricted to Masonic members only. It may not apply to parts of Masonic Centres used only for private Masonic activities but it is clearly desirable to do all that is reasonable to ensure that our own members with disabilities have access to the facilities.

A first step is to carry out a survey to ensure that the Centre is accessible to disabled people, that corridors, bars, dining rooms and toilet facilities are negotiable in a wheelchair and that disabled access is possible to upper floors, if applicable. The Acts do not specify what is 'reasonable' but practical measures can include the provision of wheelchair ramps (fixed or portable), lifts or stair lifts and the widening of doorways. At least one WC cubicle should be wide enough to accommodate wheelchair access, and be fitted with handrails. The provision of loop audio systems may be reasonable to help those with hearing difficulties to participate in what is going on.

It is of vital importance to ensure that all access reviews recognize the needs of centre users and comply with national guidance. All users should be treated with dignity and respect and facilities and services provided to ensure equality. Very useful guidance for complying with the requirements to meet the needs of users with [Assistance Dogs can be found online](#).

#### 1.13. **Smoke-free Legislation**

Since July 2007 smoke-free legislation has banned smoking in virtually all enclosed public places and workplaces, including Masonic Centres. Statutory no-smoking signs must be displayed and managements have a legal responsibility to prevent people from smoking. Smoking rooms and indoor smoking areas are no longer allowed. An outdoor smoking shelter may be provided, but must not be enclosed.

The preparation of a smoke-free policy is required, which should identify the person responsible for implementing the policy and state how cases of noncompliance will be dealt with.

#### 1.14. **Listed Building**

Some Masonic Centres are listed under legislation designed to protect historic buildings. The cachet of listed building status comes at a price: it becomes an offence to carry out any works of alteration or extension to a listed building in any manner which would affect its special interest, internally or externally.

In practice this means that external maintenance or restoration work (and sometimes internal work, according to the character of the building) must be carried out in consultation with the local authority Conservation Officer. Where windows and guttering etc. are replaced this must usually be done to the same appearance and using the same materials as the original, which can considerably increase costs.

## 1.15. Discipline

In all cases where Masonic Centre Owners and Managers are placed in a position of having to consider invoking Centre, Club or Association rules to discipline or suspend a user of their Masonic Centre who is a Mason, it is essential that the circumstances be immediately reported to the Provincial Grand Secretary for further advice and guidance, in accordance with Book of Constitutions Rule 179A, so that any action taken is coordinated. Where non-Masons are to be disciplined or suspended for breach of Centre, Club or Association rules, the matter should still be reported to the Provincial Grand Secretary, as disruptive behaviour of any sort on Masonic premises has the potential to bring Freemasonry into disrepute.

## 1.16. Further Advice

### Members'

#### Experience

The Masonic community is rich in the range of skills and experience possessed by our brethren and it will often be found that a member has a background in a particular area, and is willing to assist.

#### The Enforcing Authority

There is an understandable reluctance to approach local authority inspectors but in fact most will be very helpful if asked for advice or interpretation. (However inspectors are not 'free consultants' and will expect duty holders to have made reasonable efforts to acquaint themselves with the relevant requirements.)

#### Consultants

Where there is insufficient in-house experience and the requirements of the legislation are complex, consideration should be given to engaging the services of a consultant e.g. on employment, food hygiene or fire safety issues. This can be a sound investment when weighed against the possible consequences of failing to comply with these requirements.

#### Government Departments and Agencies

Government Departments and Agencies such as the [Food Standards Agency](#) and the [Health and Safety Executive](#) have web sites which provide a wide range of information, with copies of the legislation and guidance material being available to order or download, often freely.

A good starting point is the Direct Government web site:

<http://www.direct.gov.uk/en/index.htm>

Some useful public sector web sites are listed below. Many other sites are to be found by entering a few key words into a search engine such as [Google](#) e.g. entering the words 'alcohol' and 'licensing' quickly finds a wealth of information on the [Licensing Act](#).

As well as information from the public sector there are numerous private Agencies offering commercial services:

Employment Legislation - [Department for Business, Energy & Industrial Strategy](#)  
also [www.acas.org.uk](http://www.acas.org.uk)

Health and Safety Executive <http://www.hse.gov.uk/>

Health and Safety Policies <http://www.hse.gov.uk/simple-health-safety/write.htm>

Risk Assessments <http://www.hse.gov.uk/pubns/indg163.pdf>

Fire Safety <http://www.communities.gov.uk/fire/firesafety/firesafetylaw/>

Assistance Dogs <https://www.equalityhumanrights.com/en/publication-download/assistance-dogs-guide-all-businesses>

Electrical safety at work <http://www.hse.gov.uk/electricity/>

Gas Safety <http://www.hse.gov.uk/pubns/cais23.pdf>

Gas Safe Register <https://www.gassaferegister.co.uk/>

Health and Safety in Catering <http://www.hse.gov.uk/catering/index.htm>

Food Standards Agency <http://www.food.gov.uk/>

Licensing [http://www.opsi.gov.uk/acts/acts2003/en/ukpgaen\\_20030017\\_en\\_1](http://www.opsi.gov.uk/acts/acts2003/en/ukpgaen_20030017_en_1)

Disability Discrimination <http://www.dwp.gov.uk/employers/dda/>

Listed Buildings <https://historicengland.org.uk/advice/hpg/>

Smoke-free Legislation <http://www.smokefreeengland.co.uk/>

HR and Health & Safety Management <https://www.peninsulagrouplimited.com/peninsula-online/>

## 1.17. Certificate List

A [certificate list](#) is a simple check of regulatory requirements. It is suggested that the certification should be maintained within a convenient file for day to day reference and ongoing review.

## 2. SWOT Analysis (for Group Chairmen and Centre Chairmen)



A [SWOT \(Strengths, Weaknesses, Opportunities, Threats\) exercise](#) is a useful starting point for developing a forward plan. It is obvious that the current and future health of a Group will directly impact on the ability of Masonic Centres to survive and flourish.

In the SWOT exercise, participants record under each heading how they currently see their Group or Centre (its strength and its weaknesses) and how they see its future (opportunities and threats that may need to be faced). In using a SWOT exercise the following may result:

- People sometimes find it easier to list weaknesses and threats than strengths and opportunities. It is important that each participant identifies a minimum number of strengths.
- What some see as a weakness others might see as being a strength.
- Sometimes things move around in the middle and they are seen as neither an opportunity nor a threat. The question necessary for strategic planning is "what do we need to do to ensure that an initiative is a positive opportunity."
- People often spend most of their time focusing on what they can do to overcome any current or potential future weaknesses. However, it is recommended to spend time on the strengths list and to identify the critical factors that give strength to the Group or Centre. Importantly, they should ask what needs to be done to maintain a strength and to build upon it.

A SWOT exercise is a very useful planning tool and careful consideration should be given prior to completing the matrix.

<b>Strengths</b>	<b>Weaknesses</b>
1 .....	1 .....
2.....	2.....
3.....	3.....
4.....	4.....
5.....	5.....
<b>Opportunities</b>	<b>Threats</b>
1 .....	1 .....
2.....	2.....
3.....	3.....
4.....	4.....
5.....	5.....

### 3. Construction and Building Procurement



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## Section A

### 1. Maintenance (planned, preventative, annual and emergency) overall plan.

Maintenance of buildings falls into four main categories, 'Planned', 'Preventative', 'Annual' and 'Emergency' and an overall plan of requirements should be prepared with a one to five-year time scale. Approximate predicted costs can be applied to each category to give an indication of how much expenditure will be needed overall to meet the demand.

Planned maintenance should cover the five-year period with provision for annual revision to take account of works executed in other categories which may affect the plan e.g. emergency works.

Preventative maintenance will overlap with the planned element but should include major elements such as roof works, external and internal decorations, rainwater disposal and drainage systems.

Annual maintenance will include items such as overhauling heating systems, air conditioning, electrical testing, sanitary fittings, alarm systems, kitchen fittings and any mechanical systems.

Emergency Maintenance such as leaks on roofs, plumbing system, failure of heating systems, broken windows, breakdown of air conditioning and accidental damage.

### 2. Planned development of buildings.

If development of a building is planned then this should be properly planned in terms of feasibility, size, time scale, extent and cost. Above all one must ask the question "is this achievable within our resources?"

### 3. Budgets (formulation, realistic, achievable).

It is important that budgets are prepared realistically and are prepared by someone with the appropriate knowledge in the mechanics of budgeting. The budget should be realistic and relate to what is proposed - guesswork should be avoided. It is vitally important to make the budget a realistically achievable proposition within existing and proposed resources.

### 4. Supervision of work (competent persons).

Any work undertaken will probably have to be done in accordance with some regulation or other, gas work to [Gas Safe standards](#), electrical work to [IET regulations](#), building work may require [Building Regulation Approval](#) or [Planning Consent](#) or both. There are also safety issues which must be complied with on certain works, HSE notification and approval, risk assessment plans, [Construction Design and Management Regulations](#). It is therefore essential that qualified competent persons are given the responsibility of supervision.

## **5. Consultants (engage independent professionals).**

If the planned scheme is of a significant size the services of industry professionals should be used. They have proper indemnity insurance, membership of an institutional body, knowledge and experience of the requirements of compliance and an interlinking relationship with professionals in other disciplines.

Although fees will be attracted by their services it is a good investment to ensure that the right product will be the result.

## **Section B**

### **1. Selling premises (VAT, Capital Gains, and professional fees).**

If the sale of premises is contemplated provision should be made in any calculations for cost such as VAT, Capital Gains Tax, ground rent agreements and professional fees for legal and estate agents services, outstanding loans/mortgages, all of which will affect the net gain of the sale. Again professional advice should be sought.

### **2. Buying premises (VAT, Capital Gains, and professional fees).**

In buying premises similar considerations, as listed in item 1, must be made with the possible additions for consideration of rights of way, restrictive covenants and the planning category of the building, your professional advisors should pick up on all these items but it is always worth asking the question "have you considered .....?"

### **3. Property consultants (sellers, finders).**

Where the time element can be a major consideration it is wise to consider engaging the services of a "Property Finder" and/or a "Selling Agent" who are familiar with the market and have "contacts" in their particular field. The important issues like completion date, date for possession, date for vacation and date of occupation can be built into the brief of these professionals.

### **4. Management of change (steering committee).**

It is important to have a positive approach to the "Management of Change". It is a great advantage to form a "Steering Group" to manage the process of change. The group should ideally comprise of four or five people from differing professions/ disciplines who will contribute differing skills i.e. solicitor, surveyor, chartered architect, chartered builder, businessman/manager. This group should then meet at regular intervals and deal with the issues and the paid professional advisors.

### **5. Sharing/Leasing/Renting premises.**

If a Masonic Centre is faced with the prospect of selling its building and will not be in a position to buy or build new premises consideration should be given to the options of sharing premises, leasing premises or renting accommodation in other function buildings e.g. golf club, rugby club and the like.

These arrangements have proved satisfactory in certain instances but not without certain drawbacks. Very careful consideration should be given to leasing arrangements, usage restrictions, car parking, period of notice and security of tenure in such a move. If the chosen option is to move and share other Masonic premises, it is especially important to clearly establish the terms e.g. will you have representation on the Management Committee? It should not be assumed that because both parties are Masons that a usual landlord/tenant relationship will not be applied. It is important that constant communication is maintained with the members throughout.

## Section C

### 1. **Income generation (centre foundation, FROTH, donations, bequests).**

Every Masonic Centre has to be financially viable and have a regular source of income together with a supplementary income to cover running costs. Most Centres will have an organisation in place to raise funds in addition to the income from the rental charges or per capita fee paid by the Lodges, Chapters and units which meet regularly at the Centre. These supplementary fund raisers will take various forms such as a "centre foundation", a "Friends of the Hall" organisation, regular and occasional donations and bequests.

However income is raised regular reviews must be conducted to ensure income is greater than expenditure.

### 2. **Insurance of buildings.**

**Insurance of buildings and their contents** - It is vital to ensure that the correct insurance cover is bought for a masonic centre, covering the buildings, the contents including any money, alcohol or other valuables on the premises, and the liabilities arising out of the ownership and management of the building and the employment of staff. Sums insured should be reviewed regularly to ensure they reflect any changes to the rebuilding value, any acquisitions or disposals and the effects of inflation. Over-insurance can also be a mistake as it may result in too much premium being paid.

### 3. **Protection of buildings and property (alarm systems - maintenance costs)**

Protection of buildings and property is an essential measure for any Centre and can take the form of perimeter fencing, external security lighting, fire and intruder alarm systems, CCTV systems internally and externally, security locks, car park security and admission devices. All of this should be regularly serviced and maintained in accordance with the planned maintenance schedule.

### 4. **Cost control/monitoring systems.**

The "Centre Management Committee" or equivalent should ensure that there are in place efficient and regularly maintained cost control, authorisation and monitoring systems, which properly record the income and expenditure associated with the management and maintenance of the Centre. These systems must provide a full audit trail for the verification of the balance sheet for presentation to the members at regular intervals with a full audited account presented to the AGM of the Centre.

## Section D

### 1. **Tender processes (larger schemes, proper documentation).**

Where larger schemes are proposed it is essential that the services of a Chartered Architect are secured. He will prepare plans, produce specifications, manage the tendering process, recommend the appointment of other consultants, appoint the contractor and supervise the works to ensure that all the statutory and other requirements are met.

**The RIBA have a set scale of charges** depending on the size of your "brief" to the Architect, who will be able to quote his charges to you with a degree of accuracy.

## 2. **Supervision of work (competent persons).**

The responsibility of supervision of building projects lies with the Client, the Architect and the Contractor and is largely defined in the [Construction \(Design and Management\) Regulations 1994](#), compliance with which is a statutory requirement. The appointed Architect will guide the Client in the discharge of their responsibilities in this respect.

## 3. **Accountability.**

On major schemes the responsibility for the financial management of the contract on behalf of the Client will rest with the Architect and/or Surveyor in accordance with the type of contract entered into with the Contractor. Most major building contracts allow for a monthly valuation of work completed and value of materials on site which is certified by the Architect for payment by the Client to the Contractor, usually within fourteen days of certification. Upon completion the Architect/Surveyor will produce a "final account" which will show the final cost of construction together with the amount of retention held against latent defects.

## 4. **Compliance with statutory requirements (planning, building regs., CDM regs.)**

Compliance with statutory requirements has been mentioned in previous paragraphs and awareness of the need for compliance cannot be over emphasised in every aspect of repair and maintenance or new build. There is a requirement to comply with [health and safety regulation](#), [Gas safety testing and approval](#), electrical work to be compliant with [the IET regulations](#), compliance with building regulations, planning laws, the [Disability Discrimination Act](#) and civil responsibilities for example duty of care.

*The maze of compliance is best addressed by the use of competent professional advice and although this has a cost what price safety?*

## **Acknowledgements**



We acknowledge the assistance and contribution of the [Province of West Lancashire](#) in the completion of this Code of Practice.



## Appendix 1

### Guidance Note on Data Protection

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On the 25<sup>th</sup> May 2018 the General Data Protection Regulations (GDPR) came into force and all institutions and organisations must comply with these Statutory Requirements.

Individuals have extensive rights in relation to the data held on them and institutions and organisations are required to develop clear policies and procedures to protect personal data.

Every Masonic Centre in the UK needs to comply with data protection legislation. This guidance sets out the main compliance points that most Centres are likely to encounter but this is not comprehensive and does not constitute legal advice. Centres may raise queries with their Province or District, or there is further guidance available on the [Information Commissioner's Office website](#) and some Centres may need to obtain legal advice.

#### Registration with the ICO

Some Centres will need to register with the data protection regulator, the ICO. The ICO provides an online tool which you can use to determine whether or not your Centre needs to register: <https://ico.org.uk/for-organisations/data-protection-fee/self-assessment/>

#### Data Protection Notice

All Centres must adopt a [data protection notice](#), explaining to all those whose personal data is stored how the Centre will use their data. A template notice is appended by way of guidance, but each Centre will need to tailor the notice to ensure that it covers all of the types of personal data which is stored and all of the uses to which it puts that data.

The notice should be published on the Centre's website (if any) and supplied to the Lodge Secretaries of Lodges and to the contacts of other organisations which use the Centre. It is also likely to be appropriate to publish it on a noticeboard or otherwise in communal areas so that it is seen by those using the premises. A copy should be provided on request to users of the premises.

#### CCTV

Any Masonic Centre which operates CCTV will need to consider the data protection implications.

In addition to statements in the [data protection notice](#), there should be a prominent notice so that members of the public who are being filmed are informed of this. For example, the notice might state "CCTV is in operation on these premises to [protect the health and safety of all building users, protect the premises and to prevent crime and anti-social behaviour]" or "CCTV is in operation here. For more details please see [www.\[InsertMasonicCentreName\].org.uk/data-protection-notice.](#)"

It is important to list all of the purposes for which the Centre will use the CCTV footage. For example, if the Centre states that it will be used to "prevent crime" this would permit the use of CCTV as evidence when dismissing an employee who was stealing from the cash register in the bar, but would not be enough to permit the use of CCTV as evidence when dismissing an employee who was consistently late.

Careful thought should be given to how CCTV recordings are stored securely, who can access them and the length of time for which they are kept. Typically, a system will delete recordings after 30 days, by when crime or health and safety incidents will normally have come to the attention of the Centre. Be aware that people whose images are recorded by CCTV can submit a subject access request requiring the Masonic Centre to go through the footage it stores and provide copies of their appearances free of charge to the requestor.

Further guidance on CCTV and data protection can be found in the ICO's CCTV Code of Practice. This pre-dates the latest data protection legislation but is generally applicable and a good starting point: <https://ico.org.uk/media/1542/cctv-code-of-practice.pdf>

### **Data Protection Officer**

Most Masonic Centres will not be obliged to appoint a data protection officer. However, it is advisable that all Centres appoint someone to have primary responsibility for compliance by the Centre with data protection legislation. There is extensive guidance available on the ICO website for those with this responsibility, but some of this is aimed at organisations which process far more data, and far more sensitive data, than a typical Masonic Centre. The main obligations in the context of a Masonic Centre are set out below:

The appointee will need to consider what data the Centre holds which relates to an identifiable living person. For each category of personal data, the appointee should consider whether it is necessary to hold and use that data. If it is, thought should be given to what the legal justification is for that data. The legal justification must then be stated clearly in the [data protection notice](#), and so the template [data protection notice](#) appended to this guidance might be a useful starting point for this exercise. Next, the security of the data should be considered. If it is kept in a physical filing system, is that adequately secured? If it is kept on a computer, is that adequately secure and appropriately backed up? Finally, is data destroyed promptly and securely when it is no longer needed?

### **Data Subject Rights**

When a Masonic Centre stores personal data, the person to whom the data relates has a number of rights. The most significant of these are:

1. A right to request a copy of the data. This is the most well-known of the rights and it is no longer permitted for organisations to impose a charge for the information. The Centre must respond to the request within 30 days although this period is extended while the person who made the request is responding to a reasonable demand from the Centre that they prove their identity.
2. A right to object to the Centre processing their data. Provided that the Centre can justify its processing, it will be able to continue processing it but will need to respond to the objection setting out the justification in writing.
3. A right to request deletion of personal data. Again, if the Centre can justify holding the data, it is not obliged to delete the data. Where a Centre is processing data based on an individual's consent, then it must delete that data on request.
4. A right to request correction of personal data that a Centre holds, for example correcting an email address or telephone number. Corrections should normally be made promptly by the Centre.

## Appendix 2

### Data Protection Notice Template



#### Data Protection Notice – [MASONIC CENTRE NAME]

##### Your data

This notice is for all users of [MASONIC CENTRE NAME]. It applies to the processing of your personal data by the Centre.

Section I sets out the purposes for which your data will be used by the Centre if you hire or visit the premises.

Section II sets out the purposes for which your data will be used by the Centre if you are a [member] [director][trustee][employee].

Section III sets out contact and complaints information.

##### I. Use of your data when using the Centre

As a user of the Centre we may process your name, contact details, payment details, position and organisation and any other details we reasonably require to fulfil our contractual obligations to you or to the organisation in whose name you attend the premises. The legal basis for our processing is the fulfilment of a contract.

We will delete your data after [time period] unless you or your organisation are a regular repeat user of the Centre, in which case we will store your data for [up to a year for] the purposes of fulfilling future contracts. The legal basis for our processing is our legitimate interests as a provider of premises in circumstances where users expect regular repeat use even though there is no long term contract in place. If there is no current contract in place for which we require your data, you may request deletion of your data which is held for these purposes at any time.

If you choose to visit the Centre at [address] then your image may be recorded by a CCTV system operated by [the Centre]. The purpose of the CCTV is to protect the health and safety of all users of the premises, protect the premises and to prevent crime and anti-social behaviour. The legal basis for this processing is our legitimate interests as [owner and] occupier of the premises.

##### II. Use of your data as a [member][director][trustee][employee]

[We use the data of employees for the purposes of performing their contracts of employment and for other purposes which are required by the law or which fall within its legitimate interests as an employer, including sharing that data where appropriate with pension providers and HMRC.]

We use the data of [members][directors][trustees] for the purposes of complying with our statutory duties and for our legitimate purposes which include internal governance functions and sharing that data where requested with the United Grand Lodge of England and [Metropolitan Grand Lodge/ Province/District Name].

##### III. Contact and complaints

[Company name] or [[names of trustees] in their capacity as trustees of Centre Name] is/are the data controller and can be contacted at [address] or [email address/ telephone number].

If you have any questions or complaints about how your data is processed please contact us. If you have raised your concerns but not received a satisfactory response you have the right to complain to the Information Commissioner's Office. More information can be found at <https://ico.org.uk/make-a-complaint/>.

# BUILDING AND MAINTENANCE OF MASONIC CENTRES

## CONTENTS

### Executive Summary

1. Introduction
2. Traditional Construction
3. Modern Buildings
4. Historic Structures
5. Regulations for Public Buildings
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7. Reopening Masonic Centres after COVID-19  
Closedown

### Appendix – Statutory Obligations

### Appendix – Automatic External Defibrillators (AEDs)

### Appendix – Management of Projects and Maintenance

### Appendix – Asbestos



8. Buildings are designated as places for public/private assembly or meetings that are occupied or visited by members of the public (or other masons) and need to comply with all of the statutory regulations for public meeting places.
9. A record should be maintained of all tests on the fabric, plant and services as well as an annual maintenance, access and emergency evacuation audit implemented.
10. If the building is listed or in a conservation area then particular attention should be paid to the additional planning requirements. A conservation registered Architect, Surveyor or Structural engineer should be consulted before undertaking any works on such buildings.
11. Ensure that the Centre's business plan includes enough money for programmed maintenance and statutory regulatory improvements.
12. Suitability of both the fabric and the environment should be considered, for example it is recommended that the colour of the lighting suits the fabric to be lit as well as in the dining room, a warm white (3000°K) should be used to enhance the appearance of the food.



**2700K-3500K**



**3500K-5000K**

## 1. INTRODUCTION

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- 1.0 The Building Management team should ascertain the condition of their premises by having a survey of the building and a State and Condition Report to enable them to prioritise the work which may be necessary and prepare and maintain an on going programme of maintenance.
- 1.1 This paper is not intended to be a specification for the maintenance of Masonic buildings. It is intended that this document sets out the general principles that need to be considered by the management team and touches on the statutory regulations that may apply to such buildings (but do not apply to domestic dwellings.)
- 1.2 Buildings have been in existence since man moved out of caves. The rate of development of these buildings was very slow and based on a “try it and see” basis. If it fell down or did not keep the rain out then the design was adjusted.
- 1.3 Historically the materials used were generally local and those local materials influence the styles and details. For example, limestones were used in the South of England and sandstones/grit stones in the North. Where there were no hard stones available, timber frames, bricks or other materials were used.
- 1.4 This generalisation of historic construction is an over simplification as any developer who wanted to create a statement with the construction of the building would use materials from outside their region to make that impact.
- 1.5 The initial reason for buildings was to provide a warm and watertight envelope to live in. The effective collecting and shedding of rain water was also the reason for the development of particular architectural styles. The shedding of rain water is still a primary consideration in designing buildings and is one of the first considerations when maintaining buildings.
- 1.6 In the last 150 years the introduction of modern, manufactured materials such as cements, steels and large panes of glass has changed construction dramatically and the mixing of new and old construction can lead to serious problems with the deterioration of the fabric and the creation of an unhealthy environment.

## 2. TRADITIONAL CONSTRUCTION

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- 2.1 These buildings use low stress materials where the walls are vapour permeable and can accommodate thermal and moisture movements without distress. In such instances they are based on lime as a binder for both the mortar and renders with hair to control the micro cracking of the render.
- 2.2 Moisture from either the ground or rain is absorbed into the walls which then dry by natural evaporation. In such buildings cement, modern non-breathable paints or gypsum plasters should never be used as they reduce the evaporation of moisture and can result in a build-up of salts in the fabric.
- 2.3 If the bases of walls or columns are damp surveyors often recommend insertion of a damp proof course. This needs to be done with extreme care as it can often focus the moisture to an adjacent location and in such volumes that the building fabric cannot deal with it.
- 2.4 In most instances it is preferable to create a vapour permeable area around the building (for example a French drain) to allow the moisture to evaporate rather than to insert a damp proof course.

- 2.5 There a number of basic principles which should be considered when maintaining/altering buildings these include :
- i. Overhanging copings with drips
  - ii. Copings that discharge water onto the roof rather than let it run down the cornice and discharge at the bottom.
  - iii. Avoid rapid changes in stress (including heavy loads imparted by beams)
  - iv. Allow the fabric to breathe adding forced ventilation if necessary.
  - v. Avoid hard points in the foundation.
  - vi. Avoid cement, non-breathable paints and large tiled areas.
  - vii. Always put more ventilation in toilets, kitchens etc. than you think is necessary.
- 2.6 Seek advice from a Conservation Registered Architect, Surveyor or Engineer.

### 3. MODERN BUILDINGS



- 3.1 This section is for buildings that do not use the fabric to provide the ventilation of the building. A simple analogy would be a cube made of glass where the space is air conditioned and the climate is controlled by mechanical means.
- 3.2 Although 3.1 is an extreme case, the 20<sup>th</sup> Century has moved towards the approach where the fabric is airtight and the thermal insulation has been increased to make the buildings less expensive to heat and superficially for them to have a smaller carbon footprint. This has been exacerbated by the changes in the Building Regulations relating to thermal conductivity and airtightness.
- 3.3 This has resulted in the fabric having a low thermal mass which will heat up and cool down very quickly. If the number of people in a room increases, then the amount of cooling required to maintain an even temperature will also increase. In the traditional building the thermal mass of the building would regulate the temperature (like a storage radiator); this regulating of the temperature will need to be achieved using mechanical means.
- 3.4 Creating a comfortable environment will then need to be achieved using mechanical heating and ventilation.
- 3.5 A building constructed to the modern statutory Building Regulations will be thermally far more effective than a traditional building. Consequentially there is a tendency to insert modern double glazed windows (for example) into a traditional building. This will reduce drafts and the heating bill but will also reduce the ventilation that dries out the external walls.

### 4. HISTORIC STRUCTURES



- 4.1 [British Standard Code of Practice BS7913](#) states in its introduction:

*“The immediate objective of building conservation is to secure the protection of built heritage, in the long-term interest of society. Issues relating to building conservation are often complex and interwoven. The conservation of historic buildings requires judgement based on an understanding of principles informed by experience and knowledge to be exercised when decisions are made. British standards that are applicable to newer buildings might be inappropriate. The decision to conserve historic buildings can be justified on social, cultural, economic and/or environmental grounds, and usually a combination of these. Conflicting pressures often need to be balanced to assist good*



*decision making. Good conservation depends on a sound research evidence base and the use of competent advisors and contractors.”*

This is an important statement which focuses the mind, hopefully towards an approach that truly adopts the highest possible standards of conservation principles.

- 4.2 The planning legislation identifies certain buildings as being of historic importance and requires that permission is required to carry out works to these buildings. The buildings are graded and depending upon the grading will determine what you are allowed to do to that building. These grades are:
- World Heritage Site
  - Ancient Monument
  - Grade 1 Listed Building
  - Grade 2\* Listed Building
  - Grade 2 Listed Building
  - Conservation Area
- 4.3 Some building such as [the Tower of London](#) will be both a World Heritage Site and an Ancient Monument. This does not mean that you cannot refurbish the buildings but it does mean that the planning requirements will be much stricter and you will have to specifically apply for Listed Building Consent.
- 4.4 Applying for [“Listed Building” consent](#) does not attract a fee but applying for a pre-application advice will often attract a fee.
- 4.5 Individual Conservation Officers will take a different view on what you need permission for, but it is imperative that you enter into a discussion with them before you undertake work without permission. If you do undertake unapproved work then you may be subject to an enforcement order to restore the building or in some instances the contravention can result in a prison term.
- 4.6 Many “Listed Buildings” do not comply with current legislation for elements such as disabled access. It should be noted that an existing building only has to comply with the legislation current at the time of its construction. If, however the use of that building changes then it needs to meet the current legislation. Where this is not possible then there is a discussion about what amendments to the fabric are acceptable and what relaxations to the legislation are both possible and acceptable. In most instances a compromise can and should be reached between the two requirements.
- 4.7 As managers of an estate (or building) you need to ensure that the building is safe to occupy, particularly as it is likely to have visitors who are not familiar with the building. These people will need clear directions to alternative exits in case of a fire, emergency evacuation or power cuts.

## 5. REGULATIONS FOR PUBLIC BUILDINGS

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- 5.1 Although buildings need only comply with the regulations in place when the building was constructed and when it was licenced for its use, there are some general rules that the managers should pay attention to. Morally if not legally there is a requirement to ensure that the building meets as many of the current safety standards as is practical.

- 5.2 The current [regulations require a minimal level of illumination on all fire exit routes](#). If there is a power failure these illumination levels need to be maintained for a period to allow the safe exit of the building (including disabled people).
- 5.3 The batteries to run the emergency lights need to be powered by an uninterrupted power supply and if this power supply is charged from the mains then it must be from a supply that cannot be switched off.
- 5.4 Having installed the emergency lighting system, the system has to be checked regularly and a formal record kept of these checks.
- 5.5 The fire exit routes need to be well signed with directional signs that comply with the British Standards. A number of these signs will also require illumination which also complies with the British Standards.
- 5.6 Steps within the building need to have a contrasting colour so that people with visually impairment can tell that there is a step. Single steps should be avoided.
- 5.7 As part of the “[Access Audit](#)” there should be level access into the building and provision within the building to gain access to the public areas (preferably all areas).
- 5.8 Any lifts should either be designated as a fire lift (this involves a number of additional requirements including two separate power supplies) or should not be used in a fire. Lifts should also provide the facilities for people in a wheelchair, as set out in the DDA regulations.
- 5.9 The water supply should be regularly tested for [Legionella or other bacteria](#).
- 5.10 Good management of the building requires that regular tests should be undertaken to ensure that the fire evacuation procedures are practical and that the staff in the building know what these procedures are. Any alarms should be tested regularly and the emergency lighting work.
- 5.11 A file should be kept of all the policies and all tests undertaken.
- 5.12 A manager or a company should be responsible for ensuring that any centre complies with the regulations such as the [Health & Safety at Work](#), [DDA Compliance](#) and all of the statutory requirements for public meeting places. This designated person should also be responsible for the recording of all tests that are carried out on the building.
- 5.13 The equipment in the building will also need to be maintained. The required maintenance and testing should also be recorded as should the results of these tests.

## 6. GENERAL



- Early planning of the management of projects and maintenance of Masonic Centres cannot be stressed too greatly. The Flow Charts attached at [Appendix 1](#) & [Appendix 2](#) will assist greatly in this regard.
- Modern buildings tend to need less maintenance than old buildings and are generally cheaper to heat/cool.
- Modern buildings also tend to make better use of the space and their net to gross ratio is also better.
- Listed Buildings require particular care and attention and need to be maintained using experienced and suitably qualified specifiers and contractors, all of whom have a particular skill with these type of buildings. This usually means that the cost of maintenance is more for Listed Buildings.
- The use of inappropriate materials (including paints) can damage buildings which may in the future require expensive remedial work.

- Particular attention should be paid to rainwater disposal off the building. In the autumn this could require the regular cleaning of gutters, down pipes and gullies.
- Particular attention should be paid to the colour of lights used inside and outside buildings. As a general rule the colour of the light should be sympathetic to the colour of the area being lit. The use of 4500<sup>o</sup>k (daylight white) light on timber or red masonry (and also red meat) will drain the warmth out of the material. A warm white with a colour of 3000<sup>o</sup>k would be more suitable for these buildings.
- If maintenance is going to be undertaken by self-help groups then the specification of that maintenance should be by a person experienced with that type of building. In the case of a Listed Building this should be by a [Conservation Registered Architect](#), Surveyor or Structural Engineer.
- Particular attention should be, the vapour permeability of the fabric and removing water vapour from kitchens, toilets etc.
- Many of our Masonic Centres were built or refurbished prior to 2000 and very likely contain Asbestos. In order to assist in compliance with the [Control of Asbestos Regulations](#) attention is drawn to Appendix [name] Decision Making Flow Chart
- Many Masonic Centres and Halls across the country have Automatic External Defibrillators (AEDs). They provide reassurance to members, and demonstrate concern for their welfare and that of visiting members of the public. AED's require periodic servicing and maintenance in accordance with the manufacturer's recommendations, and all Masonic Halls and Centres which have an AED are urged as a matter of urgency to check and make sure that any AED which they may have has been properly and regularly serviced.  
Advice and guidance is available from the [Resuscitation Council UK](#) on [legal aspects relating to the use of AEDs](#), and [advice on their maintenance](#) issued jointly by that organisation and the British Heart Foundation.

## 7. Reopening Masonic Centres after COVID-19 closedown

Masonic Halls Advisory Group

Masonic Halls Guidance Manual

Post COVID-19 Guidance on reopening a Masonic Hall

Contents.

1. Preface.
2. General Introduction.
3. Guidelines for Initial Review.
4. Sample Risk Assessment and Plan.
5. Guidance on Operational matters.
6. Sample Commissioning Checklist.
7. Ventilation in Masonic Halls
8. Acknowledgements

### 1. Preface

The Governments recent and expected ongoing relaxations of restrictions arising from COVID-19 and a return to normal trading activity will present operational challenges to businesses which need to be addressed.

This paper and Manual update is to assist Halls owners, operators, and managers in developing their own individual route map to navigate those challenges.

The document will, by the nature of the present situation be subject to ongoing updates and regular attention to Government and associated advice is strongly recommended.

The Advisory Group recognises the divergent nature of Masonic Halls and the guidance cannot be regarded as specific to individual situations and decisions taken must be cognisant of the circumstances as identified by the user.

The Advisory Group recognise the input and thank the contributors duly acknowledged at the rear of the document.

DISCLAIMER AND IMPORTANT NOTE

1. This guide is produced and made available on the strict understanding and basis that no liability is accepted for any errors contained in it, whether they are errors of fact, opinion or otherwise.
2. Please note that the contents of this document are guidelines only and each user should take their own independent professional advice, for no liability is accepted by the Province or UGLE as a result of their use.
3. Please note that this document has been collated by volunteers based on examples of good practice from Masonic Halls for the purpose of sharing knowledge. It contains general guidance only and has not been tailored to the specific circumstances of any Hall. Each user should take their own independent professional advice before applying the information to their Hall.

## **2. Resumption of use at Masonic Centres following the Covid-19 pandemic**

As the Government outline an exit strategy from the Lockdown it is vitally important to consider a managed resumption of Operational activities at Masonic Halls and Centres.

To facilitate a return to usage in a safe and timely manner it is imperative that contingency plans are drawn up, validated, and are available for implementation when the suspension is lifted or eased.

Guidance was issued by the Masonic Hall's Advisory Group in March 2020 regarding the prolonged closure of Masonic Centres, which set out special measures which may have been needed to safely close down the buildings. This guidance aims to prepare the centres for future use.

Buildings used for masonic meetings may fall into a number of different guises, with or without catering facilities.

- Owned by Lodges or management committees for the sole use of the Craft
- Owned by Lodges or management committees for use of the Craft and commercial activities
- Rented for the sole use of the Craft
- Rented for use of the Craft with commercial activities managed by others
- Rented from commercial organisations for a limited number of days per year

If the premises are owned by Lodges or management committees then they are responsible for ensuring that all of the following points are addressed. If the premises are rented for a limited number of days per year, e.g. Village Halls or Hotels, the Lodge has an obligation to ensure that the measures have been addressed by the owner.

Any occupation of Masonic Centres must be in strict accordance with the prevailing government guidance. Areas to be considered include, but are not limited to:

- Additional measures. Implementation of social distancing requirements, which may include signage, floor markings, seating restrictions, washroom restrictions, provision of hand sanitiser and paper towels, and secure waste disposal.
- Cleaning. Consider requirements for deep cleaning of all areas and equipment, including pipework in bars and HVAC installations if deemed necessary having consideration for the Buildings usage during closedown.
- Utility services. All services to be inspected and/or serviced, if required having consideration for the Buildings usage during closedown, by qualified personnel.

- Certification .Ensure that all certification is still in date e.g. fire warning installation and portable fire-fighting equipment.
- Security. Adjust systems as necessary to reflect operational activity and any adjustment to time zones.
- Stock. Ensure all stock is within the recommended 'best before' or 'use by' date. (don't forget items such as bottled water in the lodge room, or beer or chocolate which may be in a cupboard as raffle prizes)
- External facilities. Inspect lighting, carparks, boundary fences and gates, plant rooms and refuse containers for damage and serviceability.
- Communication. Inform all stakeholders of your proposed resumption of use: Members, Other users of the building, Staff, Suppliers, Province, Insurers, Neighbours.
- Timetable. It may be prudent to introduce a phased return, rather than implement a full return to all activities. This will identify any areas which may require additional attention.
- Review. Regular reviews should be carried out, not only to ensure that all the measures are in place and are performing their designed function, but also to measure against any variation in government guidance.

By developing a contingency plan in anticipation of a return to holding meetings, individuals and companies who will be instrumental in the process can be pre-identified, so that when the suspension is lifted, or eased, you will be well placed to secure their services in a timely manner at a time of potentially high demand.

Any contingency plan should also cover preparation for a further wave of COVID-19 that could affect the premises.

### 3. Guidelines for Opening Up A Masonic Hall After Lockdown

#### 1. Introduction

The measures to be taken will be dependent on whether the Masonic Hall has been completely shut and not occupied at all and whether it has been part or fully occupied during the shutdown.

- Hall managers should read and familiarise themselves with the Government Guidance on resuming business after lockdown. In particular, (but not limited to) the following key documents: **Links are attached on the final page of this section.**
- If Hall managers feel unsure about how to safely reoccupy their sites using the Government and Professional body guidance, they should seek Professional advice.

#### 2. Risk Assessment

- Hall managers should undertake a risk assessment to identify the risks associated with reoccupying their respective buildings.
- As part of the risk assessment all building and equipment certification should be checked to ensure all equipment tests are in date and have not expired, e.g. Lift test certificates, pressure vessel certificates, Emergency Lighting test certificates, Fire Alarm test certificates, Water Quality certificates, Landlords Gas Safety certificates etc. Many of these certificates are on a six monthly or annual test requirement but the certificates may have expired during the shutdown period. Each Hall will have its own building asset list and

appropriate set of certification and test requirements. All building certificates and maintenance records should be available for inspection in a building/site logbook.

- All Halls should have a documented Planned Preventative Maintenance (PPM) regime in place, which is tailored to the specific building assets. If the Hall managers are not qualified to develop a compliant maintenance regime, suitable specialist advisors should be employed to support. The PPM schedule should show when statutory and non-statutory maintenance work is scheduled and when tests and certification of equipment is due. During shutdown some of the planned maintenance and scheduled testing may have been missed and certification may be out of date. It is important that the Hall manager conducts a thorough review of the building certification documents to ensure that all certificates and tests are up to date. Any gaps in testing should be addressed before the building is reoccupied.
- Once familiar with the relevant guidance and an initial risk assessment has been carried out and documented, the next step will be to carry out a building walk round.

### **3. Building Walk Round / Visual Inspection**

- Hall managers should conduct a detailed walk around the internal and external areas of the building. Suitable PPE, e.g. gloves and face mask. External facades and areas of the building should be inspected first to check for any damage, leaks, or obvious signs of penetration from weather, vermin, or intruders. The external check should make sure drains and gullies are clear and free flowing and any external lighting, barrier systems and external equipment is working correctly.
- Once the external checks have been carried out managers should walk round all areas of the building in a systematic way, checking that there are no obvious signs of damage or failure. Managers should use all their senses as part of the visual check, e.g. sight, smell, hearing, sound, and touch to identify any issues.
- After an initial walk round to spot any obvious building issues, it should be in order to turn on any mains power, water supplies and gas or oil supplies, assuming they were isolated at shutdown. Make sure the fire alarm control panel and any life critical systems panels are powered and there are no alarms showing on the panels. Any alarms should be investigated and resolved before any further building checks. Where necessary suitably qualified contractors should be called out to assist with fault resolution.
- Check the status of the main fuse board for any tripped circuits or power issues and progressively check the lighting and power in each part of the building. Plug in appliances and check the operation of all equipment and systems. Validate that all equipment and systems are operating correctly and within their design parameters. Check that all portable appliances have a visible and current test date. Any appliance where the test date has expired should be removed from service until it has been satisfactorily retested.
- Part of the visual checks during the walk around should ensure that all Fire Extinguishers and Fire Fighting appliances are within their test date criteria and the pressure gauge on the extinguishers shows a full charge.

### **4. Water Hygiene Checks**

- A key building risk will be the water systems and the risk of stagnant water in tanks, pipes, and systems. There could be a high risk of legionella bacteria accumulating in stagnant pipes and systems and it is recommended that a first task for managers should be to thoroughly flush their cold and hot water systems. It is recommended this is done with all the windows and doors open and with any mechanical ventilation switched off. Ensure the water supplies and domestic hot water system is turned on before the system flush is commenced. The attached link provides further guidance on water testing.

<https://www.hse.gov.uk/coronavirus/legionella-risks-during-coronavirus-outbreak.htm>

- If you do not feel competent to carry out water hygiene checks or any other building checks, suitably qualified professional contractors should be employed to help.
- Starting at the top of the building and working down to the ground, open up all of the taps and water outlets in the building (hot and cold) and allow the water system to flush from all outlets for at least 10 minutes. Flush all toilets with the toilet seats down to avoid water droplets rising into the air. Windows and doors should be opened to maximise ventilation and suitable face protection must be worn to avoid breathing in any water vapour droplets during the flushing.

- After the complete system flush, close water outlets starting at the ground and working back up through the building. Allow the water tanks and systems to fill so that water is available at all outlets and any air is purged from the system.
- After the complete water system flush, leave the domestic hot water system on until the temperature of the hot water services is up to temperature. This will be evident from the temperature gauge on the hot water cylinder or boiler reaching at least 60 Deg. C. Once the hot water system is up to temperature water temperature checks should be made at each hot water outlet in the building. Note: if the building does not have a hot water cylinder and all hot water is provided by instantaneous boilers or electric water heaters, there will be no need to wait for any storage cylinders to warm up before outlet testing commences.
- Once the domestic hot water services are up to temperature, starting at the furthest point away from the hot water boiler, run each hot tap or shower individually and test that the temperature of the water reaches at least 50 Deg. C within 1 minute. Allow the hot water to run for a period of 2 minutes at 50 Deg. C or above. Ensure outlets are free from any scale as the checks progress. If the temperature at any of the outlets fails to reach 50 Deg. C. within 1 minute, the main heating system temperature thermostat should be adjusted to increase the temperature of the hot water accordingly.
- Test a few taps and outlets at a time and allow periods between tap tests, to enable any hot water storage tanks to recover to full temperature before continuing with the checks. Face protection should continue to be worn throughout the testing period and the space should be well ventilated, to avoid the risk of breathing in potentially contaminated water droplets or vapour.
- Ensure all water outlets are thoroughly tested to ensure the water temperature at the outlets reaches at least 50 Deg. C within 1 minute. The building must not be re-occupied until confidence in the water checks at all outlets is achieved. A record of the dates and time of all water checks and system flushing should be recorded in a site logbook for future inspection by regulatory Authorities.
- If the building has any showers, they are considered very high-risk outlets for legionnaires disease. Before turning on the showers, it is advisable to remove, disinfect and descale all shower heads and then refit before conducting the water temperature checks. Run showers for the first time after periods of non-use for at least 10 minutes on full heat (with windows open, face protection and the area well ventilated).
- The purpose of the hot water checks is to ensure that any bacteria stagnating in pipes, outlets and shower heads is pasteurised by raising the temperature of the water above 50 Deg. C for a period of time (circa 2 minutes is recommended).
- Similar water temperature checks of the cold water outlets and storage water tanks should be conducted. In the case of cold water tanks and outlets, the temperature of the water should not exceed a temperature of 20 Deg. C after 1 minute of testing. The purpose of the cold water temperature checks is to ensure that the cold water storage and water coming from cold taps and outlets remains below 20 Deg. C. Keeping the cold water outlets and tanks below a temperature of 20 Deg. C and the hot water outlets above a temperature of 50 Deg. C minimises the risk of harmful bacteria proliferating in the water systems.
- It is recommended that once the initial water checks after shutdown have been satisfactorily completed and documented in the site log book, a regime of regular water temp checks at all hot and cold outlets and showers is continued as part of the normal Planned Preventative Maintenance (PPM) regime.
- On an ongoing basis –
  - Showers and infrequently used hot water outlets, should be checked on a weekly basis and run at a temperature of at least 50 Deg. C for at least 2 minutes. Ensure the water temp at these outlets achieves at least 50 Deg. C within 1 minute. If water temperature problems are experienced and simple thermostat adjustments fail to rectify the situation, a suitably qualified heating engineer should be called in to support.
  - Hot Sentinel Outlets, these are the hot water outlets furthest away from the hot water cylinder on each floor of the building. The sentinel outlets should reach a temperature of at least 50 Deg. C within 1 minute and be run for a period of 2 minutes.
  - Cold Sentinel Outlets, these are the cold water outlets furthest away from the cold water tanks and the temperature of the water at these outlets should not exceed 20 Deg. C. after 1 minute of running the water. The main cold storage tanks should also remain below a temperature of 20 Deg. C and



this should also be part of the monthly water testing regime. Dates and results of the water testing should be recorded in the site log book. The HSE L8 Code of Practice to prevent Legionella provides full details of the checks that should be carried out on water systems on an ongoing basis and these checks should form part of the site planned preventative maintenance regime.

## 5. Other critical checks

- Another critical service to be checked before reoccupying the building are Fire Alarm. A fire alarm check should be undertaken to test break glass units, the audibility of the alarm sounders throughout the building, and the functionality of any smoke, heat, carbon monoxide or other fire devices. All tests should be recorded in the site log book.
- If the Fire Alarm system uses a telephone line to relay alarms to the fire service or an alarm monitoring centre this line should be operationally checked before re-occupation of the site. The alarm line should be checked weekly on an ongoing basis after occupancy.
- The building emergency lighting should be checked to ensure the emergency lights work when the power is disconnected (some lighting systems have key switch facilities to make it easier to conduct this test). A Flick (on and off) test of the emergency lights should be conducted monthly and a full discharge test of the emergency lighting batteries should be conducted annually (operate for 3 hours). If the monthly Flick test or the annual full discharge test identifies any faulty emergency lights or batteries, the faulty devices should be replaced by a suitably qualified contractor.
- There are a range of other specialist equipment checks that Halls may need to undertake depending on the assets and equipment that they have installed, e.g. Lifts, Air Conditioning checks, Pressure vessel checks, Sprinkler system checks etc. The Chartered Institute of Building Services Engineers (CIBSE) has published some simple guides that offer help on opening up buildings after lockdown. A link to these documents is shown below:

<https://www.cibse.org/coronavirus-covid-19/emerging-from-lockdown>

- The Royal Institute of Chartered Surveyors (RICS) has also published guidelines to assist companies and managers reoccupying buildings after the lockdown and a link to this document is shown below:

<https://www.rics.org/globalassets/rics-website/media/news/covid19/covid-19-guide---re-opening-of-commercial-buildings-vn2.pdf>

### **Suggested links for guidance.**

The information given will inevitably change and should be frequently checked and revisited. It is expected that the Government will shortly issue key guidance for the Hospitality and Social Clubs sector.

### **Government Advice**

<https://www.gov.uk/government/news/pm-announces-easing-of-lockdown-restrictions-23-june-2020>

<https://www.gov.uk/government/publications/coronavirus-outbreak-faqs-what-you-can-and-cant-do/coronavirus-outbreak-faqs-what-you-can-and-cant-do-after-4-july>

<https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19>

<https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19/offices-and-contact-centres>

<https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19/offices-and-contact-centres#offices-5-1>

<https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19/restaurants-offering-takeaway-or-delivery>

<https://www.gov.uk/government/publications/covid-19-guidance-for-the-safe-use-of-multi-purpose-community-facilities/covid-19-guidance-for-the-safe-use-of-multi-purpose-community-facilities>

### **Professional body information**

<https://www.rics.org/uk/news-insight/latest-news/coronavirus-and-rics-events/guidance-for->

[professionals/beyond-covid-19-reopening-guides/](#)

<https://www.rics.org/globalassets/rics-website/media/news/covid19/covid-19-guide---re-opening-of-commercial-buildings-vn2.pdf>

<https://www.cibse.org/coronavirus-covid-19/emerging-from-lockdown>

## **HSE / PHE guidance**

<https://www.hse.gov.uk/coronavirus/cleaning/index.htm>

<https://www.hse.gov.uk/coronavirus/social-distancing/index.htm>

<https://www.hse.gov.uk/coronavirus/working-safely/index.htm> RISK ASSESSMENT GUIDE

<https://www.hse.gov.uk/coronavirus/legionella-risks-during-coronavirus-outbreak.htm>

<https://www.hse.gov.uk/legionnaires/what-you-must-do.htm> LEGIONELLA RISK ASSESSMENT

<https://www.hse.gov.uk/pubns/indg458.htm>

<https://www.hse.gov.uk/pubns/books/l8.htm>

<https://www.hse.gov.uk/legionnaires/hot-and-cold.htm>

<https://www.hse.gov.uk/pubns/priced/hsg274part2.pdf>

[https://www.legionellacontrol.org.uk/\\_data/pdf/LCA-Guidance-for-Members-on-Reopening-Buildings-V2-1643.pdf](https://www.legionellacontrol.org.uk/_data/pdf/LCA-Guidance-for-Members-on-Reopening-Buildings-V2-1643.pdf)

<https://www.hse.gov.uk/coronavirus/equipment-and-machinery/air-conditioning-and-ventilation.htm>

[https://www.nationalfirechiefs.org.uk/write/MediaUploads/COVID-19/Protection%20documents/NFCC\\_Protection\\_-\\_COVID-19\\_Protection\\_Advice\\_to\\_Businesses\\_-\\_9\\_April\\_-\\_FINAL.pdf](https://www.nationalfirechiefs.org.uk/write/MediaUploads/COVID-19/Protection%20documents/NFCC_Protection_-_COVID-19_Protection_Advice_to_Businesses_-_9_April_-_FINAL.pdf)

## **4. COVID-19 Sample Route Map, Risk Assessment and Recommissioning Plan for Opening Up Masonic Premises**

### **Document Overview**

This document is prepared as a sample route map and combined risk assessment format and template with a recommissioning plan, supported by guidance notes on assessment considerations, COVID-19 control measures and possible mitigating actions. It sets out to indicate most assessment considerations and associated general guidance current at June 2020 and is based on the format of sector specific guidance as published. It is anticipated the document will be updated as further Government Hospitality sector guidance due to be published, but the user should make their own regular enquiries as this is a fast moving situation.

The sample document suggests appropriate actions for the reopening of Masonic premises for Users. As a single document prepared in a template format, there is necessarily a significant proportion of white space in unpopulated areas of the document. It is Intended that when Centre Management implement their own plans for opening centres, they will have satisfied themselves as to the completeness of their own review.

There is also a more detailed document entitled COVID-19 – GUIDE Returning Masonic Lodges back to operation after “LOCKDOWN” referenced is some areas that are indicated through the document in order that this document does not become too lengthy. Attention is drawn to Regulation 6 of Statutory Instrument 2021/364 <https://www.legislation.gov.uk/uk/si/2021/364/contents/made> and the requirement to satisfy regulation 3 of the Management of Health and Safety at Work Regulations 1999(a) (whether or not the organiser or manager is subject to those regulations)

Compliance is a stringent test to meet and in all cases of uncertainty it cannot be over emphasised that Independent Professional Advice should be sought to meet the individual requirements of the Hall.

**The Stages below are generic examples of matters to consider and is not intended to be prescriptive or complete and the User is to identify and adopt their own assessment of regulatory, mandatory and elective requirements based upon their own assessment of their specific situation. The Contents of this document will be subject to updates as and when the Government and Grand Lodge relaxes the Rules regarding Social Distancing and the Numbers of People able to meet Internally: -**

- Staff Working from home
- Equality in the Workplace
- Un furloughing Staff
- Initial opening of the premises/building
- Consultation with Insurer
- Sanitisation
- Reopening Safely
- Signage
- Catering Facilities
  
- Bar Facilities
- Fire Alarms and Regulations
- Cleaning the Centre
- Electrical, Mechanical and Plumbing
- Bar and Catering Facilities & Meetings with Catering Company
- 3rd Party Users Event Meetings
- Centre's Event Risk Assessment & COVID Event Risk Assessments
- Other Topics
- Hygiene and cleaning arrangements in Toilets
- Handling Goods
- PPE and Face Covering
- First Aiders, First Aid Room and General Precautions

This example Risk Assessment contains a column for the entry of "***Mitigating actions taken/proposed if full guidance cannot be followed***" and reflects sector specific guidance which offers a possible relaxation in circumstances where Social Distancing cannot be followed. The inclusion of this column should be reviewed against any Masonic and public perception considerations which might infer an agreement to relax the guidance. In summary, should the activity proceed if the guidance cannot be followed.

Many risk assessment formats include Risk Rating sections, a Priority, or other form of risk identification, e.g. High, Medium, Low or RAG (Red/Amber/Green). This has not been included as it is believed that premises managers would wish to follow the guidance and implement what is described and not become involved in decisions on Likelihood and Severity.

Risk assessment forms also usually include columns for Hazard and Risk which in this case for COVID-19 risks will create significant duplication. These have therefore been replaced by an opening generic statement on Hazard which it is believed will cover most situations, avoid duplication, and reflect well recognised and accepted advice on COVID-19 risks.

It may also be prudent to liaise with insurers to understand any COVID-19 specific requirements or exclusions for Public Liability and any other affected insurance policies.

For ease of initial reading, three types of text have been used. Normal text indicates the types of statements that could be used to identify "Existing controls in place". ***(Bold italics text in brackets)*** indicates types of control measures which could be adopted locally and described to support the statement made. Red text indicates a drafting note/comment.

### **COVID-19 Route Map Risk Assessment and Recommissioning Considerations**

<b>Hazard Statement</b>	The spread of the virus to persons using the premises including Users, regular contractors and service providers, employees and other visitors, by direct transmission person to person spread, or cross contamination through surface contact, by persons with symptoms or attending the premises whilst asymptomatic.
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Government advice during the COVID-19 pandemic is constantly being updated so it is important to keep up to date with their latest Guidance <https://www.gov.uk/coronavirus>

Area/Topic	Persons at risk	Good Practise controls in place	Additional Local Control Measures Required	Mitigating actions taken/proposed if full guidance cannot be followed	Action Date & Responsibility
<i>control measure in this column as good practise and generally recommended and should be in place and an embedded. All other controls either intended, work in progress or not completed should be entered in the Additional Control Measures Required or Mitigating Actions columns.</i>					
<b>Working from home</b>					
Working from home	Direct employees and Masonic volunteers	<p>It is important that Employees and Volunteers should work from home for as long as possible to reduce the risk</p> <p><b>Update according to guidance relevant at the time of reopening Centres in the next column.</b></p>			
Un Furloughing Staff and Volunteers	Employees and Volunteers	<p>Consider if Furloughed staff or Volunteers are required in the process of Opening the Centre. If they are then a full explanation of the opening Process must be given Offsite and a schedule of actions mapped out in order that as few people are involved as possible.</p> <p>PPE equipment as deemed necessary must be provide before any opening.</p> <p><b>Update based on current guidance at the time of reopening the Buildings in next column.</b></p>			
People self-isolating – staff members	Employees	<p>Where possible, staff self-isolating at home are enabled to work from home if appropriate.</p> <p>Staff self-isolating with symptoms/positive test advised to follow PHE guidelines for persons with symptoms.</p> <p>Staff self-isolating due to living with people with symptoms advised to follow PHE guidelines for living with persons with symptoms.</p> <p>Return to work arrangements are in place for persons returning from self -isolation or self-isolation due to living with others.</p> <p><b>Include Premises/Staff specific COVID-19 return to work arrangement here, e.g. Test and Negative result, temperature screening, questionnaire, etc in next column.</b></p>			
<b>Equality in the workplace</b>					

Equality in the workplace	Employees and contractors' staff	<p><b>(If applicable).</b> The circumstances of staff with different protected characteristics have been considered and are managed by <b>Insert Premises/Lodge specific arrangements in next column.</b></p> <p>Specific and personal communication arrangements made for staff with protected characteristics which expose them to different degree of risk or could be affected by controls under consideration. <b>Insert arrangements in next column).</b></p> <p>Cont.</p> <p>Where necessary measures and reasonable adjustments have been made for relevant staff in conjunction with. <b>Insert local arrangements in next column.</b></p> <p>COVID-19 specific new and expectant mothers' assessments completed <b>Inset local arrangements in next column.</b></p> <p>All arrangements made under this section have been reviewed to ensure no unjustifiable negative impact on specific groups.</p>			
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**Initial opening of the premises/building**

**Consultation with Insurers**

**People showing or suffering from the symptoms of COVID-19 MUST Self Isolate and NOT enter Masonic Buildings**

**Sanitisation**

Sanitisation	All persons entering premises	<p>Until the Government relax the rule governing more than One person then the Opening of Centres is limited to One person at a time. Ensuring that they clean and sanitise any surfaces they touch.</p> <p>The exception to this rule will be if a Tradesperson requires a "Mate" to carry out any specific work when appropriate PPE will be worn.</p> <p>Each Centre must have a Sanitisation Unit at every entrance to the Building. Ideally this will be a Non-Touch Sanitizer.</p> <p>In addition, each person must wash hands before leaving home and when they arrive and observe a cleaning of surfaces they touch.</p>			
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Reopening Safely					
Reopening safely	All persons entering premises	<p>Discuss Operation of Opening with your Insures to ensure that your Insurance is not voided and to understand any requirements/limitations.</p> <p>A Host should be appointed to liaise with greet and manage contractor visits.</p> <p>Consider any pre visit or arrival checks for contractors, e.g. health declaration, temperature check.</p> <p>Initial cleaning. Premises cleaning completed by regular service provider or review if more comprehensive deep clean required, e.g. kitchen and toilets.</p> <p>Please also refer to the attached detail on Cleaning in the COVID-19 – GUIDE</p> <p>Services check or inspection as required.  <b><i>Insert local detail here gas, electricity, portable appliance testing, boiler commissioned, other plant serviced, air conditioning, bar equipment, kitchen equipment, extract ventilation, filter cleaning, air conditioning, statutory inspection of lifts, check stair lifts and security/fire systems, emergency lighting, firefighting equipment, first aid supplies, defibrillator in next column</i></b></p> <p>Legionella assessment if appropriate. As a minimum flush all hot and cold water taps for 10 minutes, observing safe practice for the operator.</p> <p>Showers, kitchen sink spray heads if installed, and any dead legs – flush system and clean/disinfect in accordance with Legionella risk assessment. Flush toilets.</p> <p>Review and update if necessary, any third-party assessment, e.g. fire, asbestos, legionella, fixed electrical inspection and test, gas safety integrity.</p> <p>Follow HSE advice for any air conditioning systems which recirculate air to different rooms <b>(switch off recirculation).</b></p> <p>Review provision of basic facilities for contractors on premises for reopening activities, including washing and toilet facilities, hand sanitiser, air dryers/paper towels.</p> <p>Inspect and if necessary clean and clear gutters and down pipes and check external walkways.</p> <p>Cleaning either general, or deep as appropriate after trades have carried out their various functions.</p> <p>Obtain certificates of work completed.</p>			

		Final review by <b><i>Insert detail of management team members in next Column.</i></b> of physical premises walk through inspection and document review to formally agree reopening premises.			
<b>Signage</b>					
	All Staff, Visitors, Users and Contractors	To safeguard Contractors and Users we cannot over emphasize the use of Signs to guide people around the Building and advise on Legal Requirements  Insert local arrangements here for areas including, signage, floor markings, graphics lines, visual aids, or similar supervision to identify and control SD distances in next Column  Where 2 metres Social Distancing at workstations and in workplaces has not been achieved, a critical review has been completed and the following mitigating actions have been actioned. (Insert local areas in next column).  If improvements have been identified and not implemented, list these in the Further Actions Required and Mitigating Actions columns).			
<b>Centres with Catering Facilities</b>					
Catering	Catering Staff Contractors Staff	It is IMPORTANT to note that you must notify your Local Authority of your intentions to restart operations.  As the Majority of Centres have a Catering facility. <b>The Food Standards Agency</b> has compiled the following guidance entitled <b>Reopening checklist for food businesses during COVID-19 Planning and preparation for start-up</b> Detailed guidance on the latest government advice can be found at: <a href="https://www.food.gov.uk/sites/default/files/media/document/reopening-checklist-for-food-businesses-during-covid-19-form.pdf">https://www.food.gov.uk/sites/default/files/media/document/reopening-checklist-for-food-businesses-during-covid-19-form.pdf</a>  There are many other Links embedded in the PDF document that are invaluable in giving detailed advice. <b><i>Insert local arrangements/decision in next column.</i></b>  <b>Note:</b> Until such time as the Government Relaxes the rules governing the Number of people from different Families that can meet up internally.  Please also refer to the attached detail on Sanitisation COVID – 19 GUIDE			
<b>Bar Facilities</b>					
	Staff, Bar Staff,	Beer pipes should be cleaned as normal, (Maybe twice after this Four-week Period of no use) Once finally rinsed through, if they are not to be			

		<p>used, the system should be left with just Clean water in the pipes and system.</p> <p>The Coolers and Re-Circulation System should be left turned off so that the pipes do not freeze, sparklers should be cleaned as normal and left in the clean dry drip tray.</p> <p>Failure to remove the standing beer in the lines for an extended period will result in high yeast build which will prove impossible to remove and will probably mean that both lines and coolers will need replacing.</p> <p>With regard to bottle stock all sell/best by dates should be checked, obviously all out of date items should be recorded as waste (Due to Covid-19) which will be required for VAT &amp; Tax returns as it will affect GP%. Check that spirit optics &amp; other measures are clean and that any open liquors have not deteriorated.</p> <p>Please refer to the COVID – 19 GUIDE for additional information</p>			
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### Fire Alarms and Regulations

Fire Precautions	Staff, Users, Contractors	<p>Fire Alarms should be tested when First entering the Building and any faults rectified before building is accessed by others. This also includes fire detection and emergency lighting and suggest a check on fire extinguishers, fire blankets, etc. This is important so as not to invalidate your Insurance cover.</p> <p>Consideration should be given for renewing your Fire Safety Risk Assessment (FSRA) or reviewing it as COVID-19 could be considered as a “Material Change” prompting a review of your FSRA</p> <p>Ensure that your Fire Action Notice (FAN) is given to all 3<sup>rd</sup> Party Hires/Users.</p> <p>Ensure that these Users complete their Generic Emergency Evacuation Plan (GEEP) in advance of their use</p> <p>Also, it is important that Users also complete their Personal Emergency Evacuation Plan (PEEP) Both above are a Legal Requirement to comply with the Fire Safety Regulations and to ensure that your Insurance is not Invalidated.</p> <p>Please also refer to the attached detail COVID – 19 GUIDE for further reference</p>			
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### Cleaning the Centre

Cleaning the premises – general	Staff, Users, Contractors	<p>Cleaning of surfaces, staircase handrails and other handrails and regularly touched objects/shared objects/documents as set out for larger groups meetings below.</p> <p>Cleaning surfaces after use - chair arms, pedestals, gavels, and other LOI/rehearsal furniture/similar</p>			
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		<p>Enhanced cleaning/sanitation introduced for kitchen and bar staff to clean in their areas during working periods.</p> <p>End of work cleaning in place by Detail in next column</p> <p>Refer to the attached detail on Cleaning COVID – 19 GUIDE for further reference</p> <p>The cleaning contractor should source appropriate cleaning/sanitising products. Routine cleaning based on usual cleaning products with consideration of (e.g. En 14476 disinfectant - Deep Cleaning of Hard Surfaces using EN 14476 anti-viral agents e.g. Hypochlorite, Perbac, Virucidal Agent RTUs) for deeper cleaning. <b>Further specific advice to be added based on Hospitality sector guidance when published in next column.</b></p> <p>Cleaning contractor should provide formal cleaning schedules for the premises and specific maximum cleaning intervals, and to coincide with peak usage of the area.</p> <p>Improved cleaning regime implemented to prevent transmission by touching potentially contaminated surfaces. <b>Detail of Local requirements in next column.</b></p> <p>Touch point risk assessments completed and increased cleaning of regularly touched objects &amp; surfaces, door handles, bar equipment, tills, security keypads, buttons, touch screen, handrails, tables, chair arms, implemented. <b>Include site specific detail here e.g. frequency, objects included, who cleans, etc in next column.</b></p> <p>Some touch points, e.g. door handles could be provided with sanitiser station for use passing through the door. Other surfaces could be in constant use, e.g. touching a bar surface. It will be necessary to decide where sanitiser stations are appropriate and where additional (during service?) sanitation is required. Examples include regular bar surface cleaning, periodic sanitation of toilet facilities and high frequency use stair/handrails. It is important that this decision is taken based on the anticipated cohort of Users, their likely compliance with required procedures, an acceptance of human behaviour and behavioural issues and a common sense approach to ensuring adequate arrangements for the reduction of surface to hand transmission risks are in place.</p> <p>Cleaning regime at Completion of use/occupancy already in place. <b>Briefly describe in next column.</b></p> <p>Cleaning following a known/suspected COVID-19</p>			
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		case carried out by persons trained in accordance with PHE/WHO guidance.			
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***Electrical, Mechanical, Plumbing***

Utilities Recommissi oning	Staff, Contracto rs	<p>All electrical equipment should be visually inspected by a competent person prior to use for possible pest damage.</p> <p>Fixed wire test certificate should be reviewed, and action taken as appropriate.</p> <p>Electrical systems should be systematically and progressively activated lighting systems first, then sockets, and finally catering and Bar cooling equipment; all to be thoroughly checked by a competent person.</p> <p>Gas safety certificates should be reviewed, and annual testing carried out as required.</p> <p>Consideration should be given for a Gas Safety check or bringing forward the annual Gas Safety check.</p> <p>Hot water systems should be run up and emptied at least once prior to use.</p> <p>Cold water systems should be drained and refilled at least once prior to use.</p> <p>Air conditioning systems should be serviced in line with manufacturers recommendations prior to use.</p> <p>Dishwashers/ Glass cleaning equipment will require a deep clean, running empty on the hottest setting and then flushing prior to use.</p> <p>Bar coolers and gas lines will require cleaning and flushing out in line with manufacturers guidelines.</p> <p>Please see COVID - 19 GUIDE for further information.</p>			
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***Bar and Catering Facilities & Meetings with Catering Company***

Work areas and workstations predominant ly kitchens and (behind) bars	Catering and Bar Staff, Managem ent	<p>Liaison with Caterers to identify how Social Distancing or other measures will be put in place to mitigate catering staff entering during service to less than current Social Distance guidelines of seated Brethren.</p> <p>Consideration of how access to bar will be managed to achieve Social Distancing, including possible floor markings and queue management.</p> <p>Review of bar and kitchen space and enabling Social Distancing in the bar and kitchen and implications for staff numbers, type of catering provision possible.</p> <p>Planned areas in rooms for Users to wait before</p>			
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		<p>and after meetings to maintain space at the bar.</p> <p>Identify how Social Distancing of (currently 2 metres) will be achieved in kitchen and bar. <b><i>It is anticipated Hospitality sector specific guidance will be issued before buildings can reopen and this will influence the controls put in place and entered in the next column.</i></b></p> <p>Enhanced cleaning/sanitation introduced for kitchen and bar staff to clean in their areas during working periods.</p> <p>End of work cleaning in place by <b><i>Insert detail in next column.</i></b></p> <p>Where 2 metres Social Distancing at workstations and in workplaces has not been achieved, a critical review has been completed and the following mitigating actions have been actioned. <b><i>Insert local areas in next column. If improvements have been identified and not implemented, list these in the Further Actions Required and Mitigating Actions in the next columns.</i></b></p> <p>Shared containers – working from shared containers ceased. <b>(Liaise with catering contractor).</b></p> <p><b><i>Identify in the Further Actions Required or Mitigating Actions columns any tasks, activities, works stations, processes, etc. where Social Distancing of 2 metres in accordance with the above statements on Existing controls in place have not been achieved.</i></b></p>			
<p>Common areas of the premises, e.g. entrance, entrance hall, corridors, stairs, rooms, (excluding bar and Dining areas)</p>		<p>Permitted authorised access or restricted areas/authorised access identified for access to <b><i>Insert areas in next column for. cellar, behind bar, kitchen, storerooms etc.</i></b></p> <p>One-way systems or arrangements in common areas including corridors, stairways, reviewed and implemented where practicable. <b><i>Insert detail in next column.</i></b></p> <p>Social Distancing provision in Smoking Areas by <b><i>(Insert local arrangements in next column).</i></b></p> <p>Social Distancing implemented in other common areas e.g. Toilets, and other queuing areas by <b><i>(Insert local arrangements in next column.</i></b></p> <p>Floor marking, signage <b><i>(or other local initiatives)</i></b> to demarcate Social Distancing implemented in <b><i>(Identify common areas where implemented in next column, e.g. stairway marking &amp; segregation, corridor marking).</i></b></p> <p>Restricted access to regalia and lodge furniture, etc storage areas and cleaning/sanitation before/after use.</p>			

		Maintaining Social Distancing collecting and returning furniture, etc to storage areas.			
Common areas of premises – bar and Dining areas		<p>This will be populated based on the prevailing government guidance for the hospitality industry and UGLE instruction and influenced by premises management/Users, considerations on what is an acceptable standard of restriction to accept to enable bar/catering facilities to be reopened without detriment to the meeting.</p> <p>Initial considerations include: -</p> <ul style="list-style-type: none"> <li>• Queuing for and serving at the bar</li> <li>• Self-service of ice</li> <li>• Possible marking for Social Distancing at the bar for others queuing and bar staff</li> <li>• Retire to (xx) after bar service</li> <li>• Pre ordered drinks only</li> <li>• Cash vs. contactless</li> <li>• Bar surface hygiene regime during service</li> <li>• Glass and drinks container handling</li> <li>• Managed seating at Dining</li> <li>• Maximum seating capacity dependant on table layout</li> <li>• Consideration of diagonal staggering seating</li> <li>• Consideration of use of circular tables, “V” format, etc</li> <li>• Social Distancing for waiting staff</li> <li>• PPE for waiting staff</li> <li>• Shared objects, e.g. cutlery, condiments</li> <li>• Shared cutlery serving from vegetable containers, etc</li> <li>• Consideration of self-collection of pre-plated food from service area to minimise serving staff/Users interaction</li> <li>• Clearing tables or self-clearing to service area</li> </ul>			

### 3<sup>rd</sup> Party Users Event Meetings

Following recommissioning of the Building	Users Management	<p>Centre Managers have a Duty of Care for the Users and it is Recommended that before any 3<sup>rd</sup> Party Users or Hirers use the Buildings that the Centre Management carry out a <b>COVID-19 Event Risk Assessment (COVIDEVR)</b> in consultation with each Hirer and this COVID EVR and FAN is given to the Hirer in order that they can better prepare their GEEP (Generic Emergency Evacuation Plan) and PEEP (Personal Emergency Evacuation Plan).</p> <p>It is anticipated that further guidance will be provided in government Hospitality Sector guidance to be issues.</p> <p>It is also anticipated that the format of this guidance will follow the format of industry sector guidance already published.</p> <p>In this context, prior to receipt of the guidance, Centre Management intending providing access to third parties must consider in liaison with the</p>			
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Users the following topics.

- Completing an Event Risk Assessment
- Communicating the Event Risk Assessment as appropriate to staff, User and Users' guests
- Arrangements for Critically Extremely Vulnerable and Critically Vulnerable people
- Arrangements for understanding the potential for persons self- isolating or in self isolation households attending
- How SD will be achieved for the specific event (both parties' involvement, premises SD and guest arrangements)
- SD and hygiene/sanitation arriving and leaving the building
- Moving around the building and use of the building based on event specific use
- Use of lifts including maximum occupancy, marking, sanitisers
- Achievable catering provision based on SD
- Bar SD & hygiene arrangements
- Maximum occupancy levels for the proposed event use, e.g. seated, use of welfare facilities, behaviour, and compliance, e.g. consumption of alcohol
- Specific shared/frequently touched objects issues
- Hygiene and sanitation requirements before, during and after event
- First aid and incident arrangements including response to potential suspect COVID-19 persons
- Defibrillator use
- Pre liaison with Users to understand intended use and activities proposed
- Recording attendance
- COVID-19 House Rules" or similar handout
- Any increased level of staff attendance required to supervise and monitor risk areas/activities, e.g. SD, use of entry sanitiser, smoking facilities, during event cleaning
- Face coverings current guidance for inside buildings
- An understanding of guests travel arrangements, car sharing, etc and any Centre decision on acceptable or unacceptable travel arrangements based on reducing transmission risk in the building
- Any specific event posters/signage/markings, etc required.
- Receipt of Users equipment, goods, materials etc brought in for the event and related hygiene/sanitation and drop off/collection arrangements.

There is an implied legal obligation in this sense! Under Section 3 of the Health and Safety at Work etc act 1974 and under the Management of Health and Safety at Work Regulations 1999, Regulation 3.

Manage contacts		<p><b>Review of third-party use of premises completed and (<i>Insert local arrangements for managing transmission risks during third party events in next column if such events are intended</i>). (Recommended this is approached as a separate assessment topic COVID EVR on a localised basis, but general principles could be set out in next column).</b></p> <p>Essential visitors limited to (<i>Insert local arrangements here</i>).</p> <p>Essential service visits and other essential contractor work reviewed and where reasonable, visits planned for low or no occupancy periods.</p> <p>All visitors to premises controlled and managed by (<i>Insert detail in next column</i>)</p> <p>Record maintained of all visitors to premises. If a (<i>Health declaration is requested</i>).</p>			
Other topics					
Accidents, security, and other incidents	Staff, Volunteers, Contractors, Users	<p>Employed staff, volunteers and premises users briefed on relaxation of Social Distancing in emergency situations.</p> <p>Consideration of precautions required by first-aiders and defibrillator operators. (<b>Further general industry advice in next column intended</b>).</p> <p>Persons including first -aiders who respond to incidents, accidents or intervene in emergencies given advice on personal safety/precautions during and following incidents e.g. hand washing, sanitation, PPE, cleaning affected areas, disinfectant use, etc (<b>Insert local arrangements in next column</b>).</p>			
Hygiene and cleaning arrangements in Toilets					
Hygiene-handwashing, sanitation facilities & toilets	Staff, Users, Contractors, Volunteer Staff	<p>Signs, posters, and other communication techniques, (<b>Insert local detail in next column</b>) to communicate and reinforce good handwashing techniques, the need for increased handwash frequency, avoid touching face, sneeze to tissue/elbow, etc. (<b>Suggest in welfare areas, toilets, etc, possibly reinforced in entrance area</b>).</p> <p>Increased toilets/washrooms inspection frequency to check for cleanliness/adequate stock of soap/toilet paper, sanitizer, etc.</p> <p>Hand sanitisers provided in (<b>Insert specific or detail of locations in next column</b>) and in washrooms.</p>			

		<p>Hand drying facilities and adequate waste collection for paper towels provided.</p> <p>Social Distancing in toilets and corridors/areas approaching toilets achieved by <b><i>(Insert detail, e.g. floor marking, signage in next column)</i></b></p> <p>Posters and signage/communications on correct use of facilities including social distancing, hand washing, personal hygiene, waste materials, etc. <b><i>(Insert any specific detail in next column)</i></b>.</p> <p>Toilets, particularly busy and high use areas cleaning regime improved to <b><i>(Insert detail in next column)</i></b>.</p> <p>Adequate waste facilities installed and frequent rubbish collection to maintain good hygiene/housekeeping standards implemented <b><i>(Insert local detail in next column)</i></b>. provided (bin bag lined) foot operated, closed top waste bins (recommended).</p>			
Changing rooms & showers		<p><b><i>If applicable</i></b> - Communication to staff and others ref clear guidelines to keep area clear of personal belongings and follow Social Distancing.</p> <p>Social Distancing guidelines implemented by <b><i>(Insert detail in next column, e.g. floor marking, restricted entry, timing, etc)</i></b>.</p> <p>Increased cleaning regime implemented for during day and at end of period of use. <b><i>(Insert local detail in next column)</i></b>.</p>			
<b><i>Handling goods</i></b>					
Handling goods, merchandise, and other materials and objects		<p>Use of shared equipment reviewed and cleaning procedures for parts of shared equipment implemented for cleaning/sanitation after each use for e.g. kitchen and bar equipment, (and consideration of Masonic furniture shared use). <b><i>(Insert local detail in next column)</i></b>.</p>			
In bound deliveries and goods		<p>Pick up and drop off collection points, procedures, signage &amp; marking reviewed and signage, marking, Social Distancing procedures and attendance to receive deliveries, implemented to minimise contact. <b><i>(Insert local arrangements in next column, e.g. regular timed deliveries, call before to agree delivery time, notice on door with contact arrangements, etc)</i></b>.</p>			
<b><i>PPE and Face Coverings</i></b>					
PPE		PPE guidance including face masks, face			

		<p>coverings, eye and face protection and gloves to be inserted here based on prevailing guidance at the time of Hospitality guidance publication. Currently advice is: -</p> <p>PPE will be provided for staff as previously provided for non COVID-19 risks.</p> <p>Additional PPE had been provided for <b><i>(Insert local arrangement in next column and see also face coverings below)</i></b>.</p>			
Face coverings		<p><b>Based on current guidance.</b> Communications prepared and delivered to staff in respect of Government advice on the use of and wearing Face Coverings. This includes guidance on the effectiveness of face coverings.</p> <p>Staff supported if they wish to wear face coverings.</p> <p>For staff who choose to wear face coverings, support provided through <b><i>(Identity communication techniques, e.g. training, handout, literature, briefing, , posters, etc in the next column)</i></b> on how to use/wear safely, e.g. wash hands before/after putting on/removing, change if becomes damp or wearer has touched it, continue regular hand washing, change and wash face covering daily, If washable wash in accordance with manufacturer's instructions, if not washable dispose of in usual waste. Also, even if wearing face covering, continue to practice full Social Distancing where possible.</p> <p><b><i>Decision to be taken on need or not to communicate similar advice to Users who wish to wear face coverings in next column.</i></b> <b><i>(Note: Guidance on wearing face coverings had changed for public transport from 15th June - monitor possible changes in recommendations for other activities).</i></b></p>			
Communication and Training		<p><b><i>(Insert information on communications and training for staff and any communications with Users in the next column)</i></b>. Gloves – remind gloves can transfer just as easily as hands/fingers if you touch face with contaminated gloves.</p>			
<b>First Aiders, First Aid Room and General Precautions</b>					
First Aiders	All	<p>If there is a First Aider ensure that they are aware of the above Route Map and involve them in the areas of their Influence <b><i>(Identity First Aider and training, briefing etc in the next column)</i></b></p>			
First Aid Room	All	<p>If the Centre has sufficient space allocate a First Aid Room which should have an outside ventilated Window and the Room should NOT be connected to any Air Conditioning System. <b><i>(Identity space provided and communication, handouts, literature, posters, etc in the next column)</i></b></p>			



General Precautions	Staff, Contractors Catering staff Users	Do not allow staff and Users to congregate in groups in car park or in external access areas to the premises.  All doors remain open to minimise touching handles, etc. (Note: Consider use of fire doors and fire safety implications).			
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## 5. Example Guidance on Recommissioning a Masonic Hall

Attention is drawn to the guidance that users should acquaint themselves with the Government requirements and CIBSE and RICS and other appropriate Professional Institutions advice and guidance available from the identified links.

The contents contained herein is sample generic guidance.

### CONTENTS

1. Introduction
2. Emergency Lighting
3. Fire Alarms
4. Fire Doors
5. Fire Extinguishers
6. Security Alarms
7. CCTV
8. Cooling and Extraction
9. Stairs and Lifts
10. Electrical
11. Water Hygiene Services
12. Plumbing
13. Heating
14. Chilled Water Systems
15. Catering Services
16. Pest Control
17. Bar Services
18. Refrigerant gases

**Exceptions –** This document does NOT explain how to manage Masonic or private lets in Masonic Buildings in line with Government requirements on the control of COVID-19 and the associated requirements of the legislation, such as social distancing.

### 1. Introduction

In accordance with the latest government plans and the phased relaxation of the lockdown restrictions over the coming weeks, this guide is to assist those who manage Masonic buildings in getting previously closed premises, back to fully compliant and safe operating levels to house Masonic activities and external lets again. It is not intended to instruct a building operator what to do, or when, but guide them through this process so that they have the tools to be able to implement government statutory guidelines and comply with the law based upon the owner or operators own assessments. Some of the examples will be unnecessary and particularly where Masonic Halls and Centres have maintained alternative activities throughout the Lockdown. With any guidance related to maintenance it is good practice to make it clear between activity that must be carried out to comply with Statute and Regulations as opposed to codes of practice, British Standards and manufacturers recommendation.

There are a number of different maintenance strategies that a site could adopt, it is not a one size fits all approach. Inspection, testing and maintenance plans should be site specific and tailored to match the detailed asset registers for each site.

Directors and site managers have no choice with regard to undertaking activities that have absolute legal requirements, but individual Halls will have discretion on what they do in terms of maintenance to comply with guidance and manufacturers recommendations.

This is an example set of activities that a centre may wish to consider and should be read in conjunction with the recommendation that centres seek independent professional advice to ensure they have an Inspection, Testing and Maintenance Plan that is tailored for their site and assets and meets their desired maintenance strategy.

## 2. Emergency lighting - LIFE CRITICAL SYSTEMS

During closure, regular testing such as monthly checks and Annual inspections may have been missed when due.

Re-commissioning of emergency lighting systems requires that mains power be re-instated, and a period of time is allowed for batteries to be fully charged.

It is important that these are checked on return to the building and that maintenance records are checked to ensure testing regimes have not lapsed. Some of the tests noted below may not be appropriate and/or fall due dependent upon the timing of the lockdown within the annual testing and reporting regime.

**IF YOU FIND THAT YOUR ANNUAL TEST REGIME HAS LAPSED – PLEASE CONTACT YOUR SERVICE ENGINEER IMMEDIATELY AND BOOK A SERVICE**

*Currently Emergency lighting should be tested under the following timeframes*

Emergency Lighting	Weekly	Visual check LED lights
	Monthly	Test switching of luminaires. <i>Record</i>
	Annual	Full duration power test (service engineer)

On occupying the building, the other following checks are advised to be made;

- Check voltage and charge rate.
- Simulate mains failure for all lights using fish key or switch
- Replace defective batteries if required
- Record your check and findings in your fire log book

Where failures are found then it is critical that a professional is contacted to make alterations and /or repair to render the system fully operational.

Certification for the systems compliance fall under the British Standards set of documents.

The full requirements are contained in **BS 5266-1:1999** where the legislation clearly states the requirements of testing emergency lighting units. This can be covered off easily if you have the right contractor who normally carries out your annual testing regime and you are maintaining monthly checks.

**Other legislation to consider includes – BS5266-1 & 8 Emergency Escape Lighting and BS 5499-4 Escape Route Signing**

## 3. Fire alarms - LIFE CRITICAL SYSTEMS

During closure, your fire alarm should have remained operational for the entire duration of the lock down period. There was advice from the NFCC (National Fire Chiefs Council) distributed that during times of National emergency, and when a building becomes vacant (i.e. no persons occupying it) then the requirements of the RR(FS)O 2005 do not apply, the regulations being only concerned with “Life -critical” provisions. Now that the premises will become occupied again, the full force of the RR(FS)O 2005 comes back into play and system checks must be made weekly.

**ON ENTRY TO THE BUILDING CHECK THE FIRE PANEL FOR ACTIVATION AND FAULTS. INVESTIGATE WHERE NEEDED HOWEVER IF THERE IS A FAULT CONTACT YOUR FIRE ALARM CONTRACTOR IMMEDIATELY.**

*Currently fire alarm systems must be tested under the following regime*

Equipment	Period	Action
Fire detection systems including manually operated call points, automatic detectors	Weekly	Visual check of main panel
	Weekly	Check system for state of repair and operation. Operate a different manual call point. <i>Record</i>
	Periodically not greater than six months	System maintenance (service engineer)

If the fire alarm system has not been left in operation the re-commissioning process shall be co-ordinated by the specialist provider in line with the overall re-commissioning programme.

On occupying the building, the other following checks are advised to be made;

- Check Alarm Panel.
- Simulate mains failure for all lights using fish key or switch
- Remote monitoring service - If applicable verify the connection to the 24-hour manned control centre.
- Record your check and findings in your fire logbook

Where failures are found then it is critical that a professional is contacted to make alterations and /or repair to render the system fully operational. Certification for the systems compliance fall under the British Standards set of documents, particularly under the **BS5839-1 & 6 2013 Fire Detection and Fire Alarm Systems**

#### 4. Fire Doors

During closure, with the building not operational being used continuously, doors, including those needed for life critical safety such as escape routes and fire doors, may have expanded or even seized.

On re-entering the premises, a check of the fire doors for normal operation should be made as part of your normal emergency planning checks. These checks should be done regularly during normal building operation.

**WALK THE ENTIRE SITE INTERNALLY AND EXTERNALLY CHECKING FINAL EXITS FOR DAMAGE.**

*Current checks should be made in-line with the following timeframes*

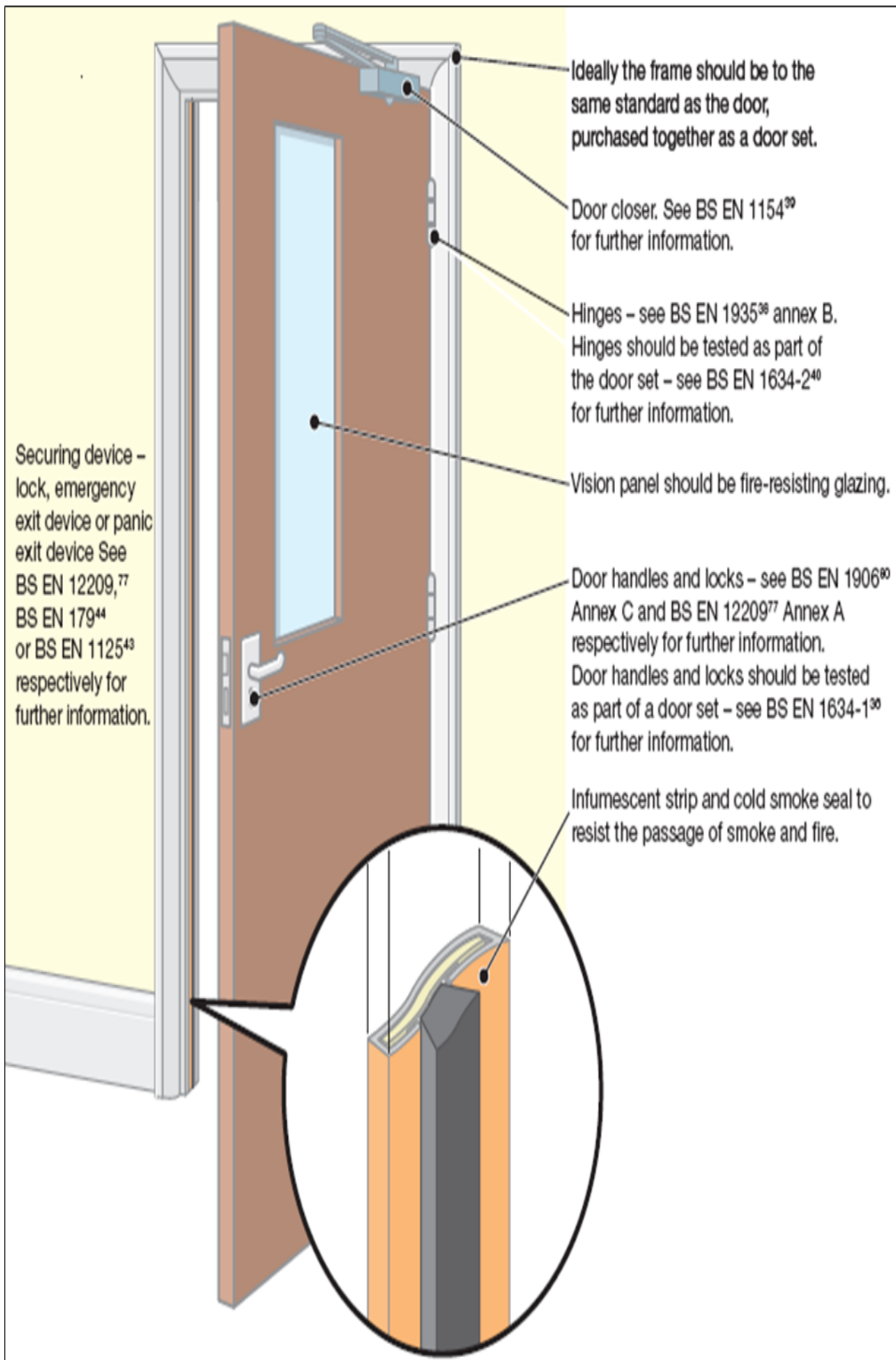
Fire Doors	Six Monthly	Check doors for correct operation and make sure all smoke seals in place and good condition.  Record in your fire logbook
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On occupying the building, the other following checks are advised to be made.

- Check the door for signs of damage on the inside and outside
- Check the mechanisms and that they open freely
- Check that doors close naturally without force
- Check that self-closers are in good repair and working freely
- Check that strips and seals on the door edges

Where failures are found then it is critical that a professional is contacted to make alterations and /or repair to render the system fully operational.

Certification for the systems compliance fall under the British Standards set of documents, particularly under **BS 476-22 1987 Fire Tests on Buildings - Nonloadbearing elements of structure** and **BS 8214 2016 Timber based fire door assemblies– code of practice**



## 5. Fire extinguishers

During lockdown fire extinguisher servicing and checks may have lapsed.

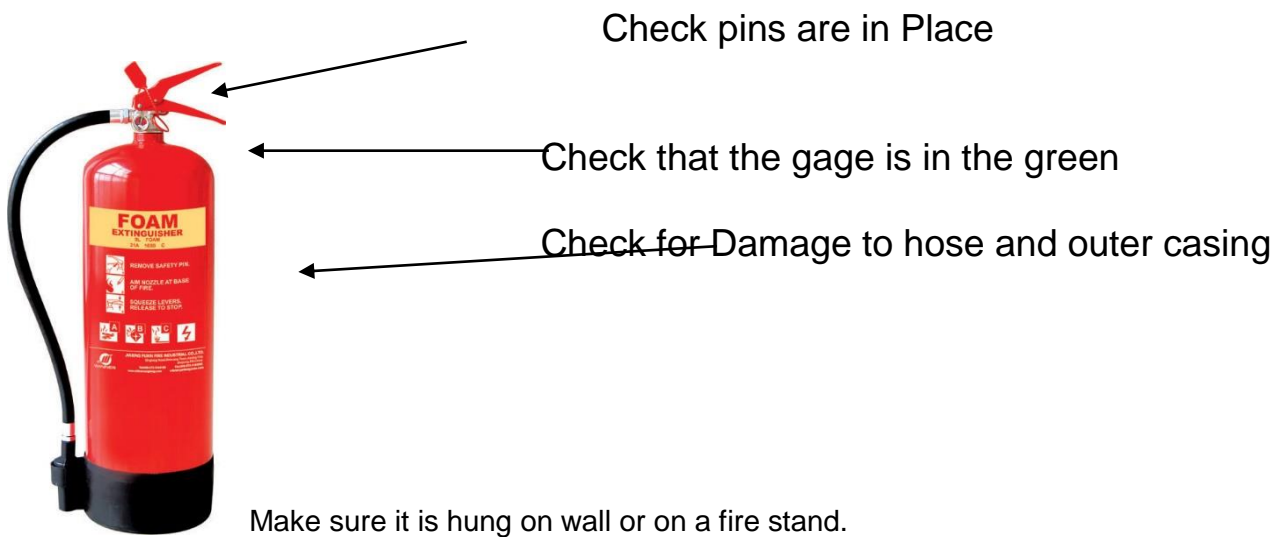
On re-entering the building, when carrying out your fire walk round and checks on the other life critical items, please check your fire extinguishers so that they are serviceable and ready to function if required.

Current checks should be made in-line with the following timeframes

Portable Fire Equipment	Monthly	Visual check for damage and operability. <i>Record</i>
	Annual	Competent person inspection (service engineer)

Basic Firefighting Extinguisher Check for Foam and water

The Centre Manager or appointed person will normally undertake this task as part of their daily/weekly/monthly checks, but you may well be delegated to undertake this so ensure that all fire extinguishers are in their correct locations and check the following:



Where failures are found then it is critical that a professional is contacted to make alterations and /or repair to render the system fully operational.

Certification for the systems compliance fall under the British Standards set of documents, particularly under **BS 5306-3 Fire Fighting Equipment (maintenance)** and the **BS 5306-8 Fire Fighting Equipment (installations)**

**Portable Fire Extinguishers – Guidance**

Type of Extinguisher	Colour Code	Extinguishing Action	Class of Fire	Method of Use
<b>Water</b>	Red	Mainly by cooling the burning material	<b>CLASS A</b> DANGER – do NOT use on live electrical equipment, burning fats or oils	The jet should be directed at the base of the flames and kept moving across the area of the fire. Any hot spots should be sought out after the main fire is out.
<b>Foam – Aqueous Film Forming Foam (AFFF) Flouroprotein Foam (FFFP)</b>	Cream	Forms a fire extinguishing water film on the surface of the burning liquid – has a cooling action with a wider extinguishing action than water	<b>CLASS B</b> DANGER – some extinguishers of this type are not suitable for use on live electrical equipment	For Class A fires the directions for water extinguishers should be followed. For Class B fires the jet should be directed at an adjacent vertical surface to allow a foam blanket to form.
<b>Powder - Multipurpose</b>	Blue	Knocks down flames by interfering with the chemical reaction of combustion.	<b>CLASS B – can be used on most classes.</b> Safe on live electrical equipment although does not readily penetrate spaces inside equipment	The discharge nozzle should be directed at the base of the flames and with a rapid sweeping action the flames should be driven towards the far edge until they are out. If the flames re-appear the procedure should be repeated.
<b>Carbon Dioxide (CO2)</b>	Black	Vaporising liquid gas which smothers flames by displacing oxygen in the air	<b>CLASS B</b> Safe to use on live electrical equipment CO2 has a limited cooling effect and care should be taken to ensure that the fire does not re-ignite effect	The discharge nozzle should be directed at the base of the flames and with a rapid sweeping action the flames should be driven towards the far edge until they are out. If the flames re-appear the procedure should be repeated.
<b>Wet Chemical</b>	Yellow	Starve the oxygen by sealing the burning fluid	<b>CLASS F</b> Used for burning cooking media e.g. cooking oil.	Use as per the foam extinguisher. The whole contents must be discharged.
<b>Fire Blanket</b>		Smothering	<b>CLASS A and B Light Duty</b> – suitable for burning clothing and small fires involving burning fats and oils	The blanket should be placed carefully over the fire taking care to shield the hands and face from flames.

## 6. Security alarms

This should have been operational throughout the closure period for insurance requirements.

Faults may have occurred during closure and it is essential that the following is checked –

- Check the panels for faults in the system
- Check for activations that may have occurred and use CCTV to investigate
- Check with the alarm monitoring company if you have had any activations and if they had been received at the monitoring centre (if you have a contractual link).

## 7. CCTV

If you have CCTV installed at your Masonic building then it is vital that you make these checks on re-entering the premises –

- Check the power supply and equipment is in working order
- Check the recording features are functionable and the storage capacity is still operating at the time frame required by your premises license (if applicable).
- Check that the cabling and screens and unit are not damaged by pest

**Whilst not being a legal requirement- it may be a consideration of your insurance policy or even your premises license to have fully operational CCTV with time limited recording.**

## 8. Cooling and Extraction

Attention is drawn to CIBSE COVID-19 Ventilation Guidance, which provides critical advice for building owners/managers and operators when re-opening buildings following a period of inactivity (issued May 9<sup>th</sup> 2020). Professional bodies suggests a risk based approach should be adopted for opening sites with site managers doing a simple walk round checking on the operation of their equipment and services and only resorting to invasive maintenance where the visual and operational checks suggest they have a problem.

However, some areas of concern at the re-commissioning stage are to ensure no refrigerant leaks have developed and the system is able to provide cooling to the designed levels of requirement.

"Fan coils (evaporators)" –

- Re-instate electrically at the adjacent electrical on/off switch.
- Ensure any condensate drainage is free flowing and that tray/reservoir is emptied.
- Clean evaporator fins, condensate tray and pipes with proprietary cleaning agent.

"Condensers (compressor units)"

- Re-instate electrically at the adjacent electrical on/off switch. Ensure rotating parts such as fan blades can turn freely and remove any debris.

"Pipework/sealed system"

- Carry out full leak test using approved gas detecting equipment.

## 9. Lifts and stair lifts

Some Masonic Halls will have passenger lifts and stair lifts installed in the premises. As these are required by a number of the Masonic personnel and also by external lets and visitors.

For insurance and H&S purposes it is vital that these items are fully operational on your return to the premises.

On entering the premises check that –

- Lifts have adequate power supply and are not showing as at fault.
- Lifts are settling level with floor when doors are opening
- If lapsed during closure – ensure that the maintenance on the lift and stair lift has been carried out or if not, is booked in for completion as soon as possible before reopening again.
- Check that statutory inspections required under the LOLER inspection requirements.

## 10. Electrical

During closure there may have been disruption to power supply, issues caused by pests or even external influences such as water ingress causing potential issues with your electrical supply.

**On re-entering the building, it is suggested to visually check the incoming mains board, distribution boards, outlets as recommended by CIBSE guidelines and in any case of uncertainty seek the assistance of a Qualified Electrician.**

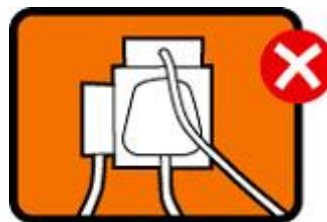
**Do not underestimate the fire risk from electricity. Just because there is no flame doesn't mean there's no risk. Electric wires don't even need to touch anything for a spark to jump and a fire to start.**

### What to check for – Some of the Danger Signs

- Watch out for hot plugs and sockets.
- Fuses that blow for no reason.
- Flickering Lights.
- Scorch marks on plugs and sockets

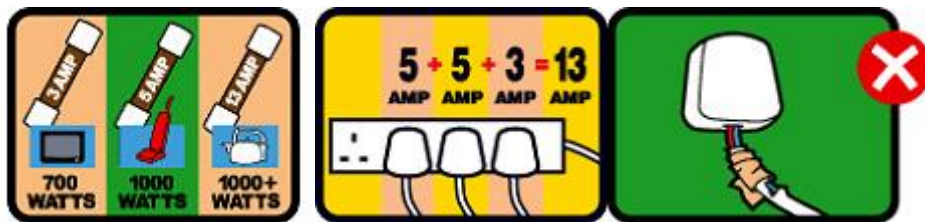
Check electrical leads and plugs for wear and tear and faulty wiring

- Frayed leads or exposed internal wires are fire risks
- Don't overload sockets
- Keep electrical appliances away from water
- Keep electrical appliances clean and in good working order, and have them serviced regularly. This is especially important for washing machines and tumble dryers that may be left on overnight
- New appliances should have the British or European safety mark on it. If the appliance is second-hand, always have it checked by a qualified electrician before you use it
- Throw away and replace damaged cables. Never use tape to mend or join cables



- Never run cables under mats or carpets where you cannot see wear and tear
- Never cut sealed plugs off to use them again

Do not take chances with electricity. If you have any concerns, consult a qualified electrician.



**More information and assistance can be found in the publications *The Electricity at Work Regulations 1989*, *The Electrical Equipment (Safety) Regulations 1994* and the *BS 7671 Inspection and Testing of Electrical Installations***

## 11. Water hygiene services

A mothballing procedure would normally have been considered if water systems remain inactive for periods longer than one month; this is because harmful bacteria can start to proliferate within stagnant water systems.

Any water hygiene risk assessment shall have been reviewed, as a significant change of use will have taken place.

During close down this could quite easily have occurred.

Centres should refer to the Cibse, PHE guidance and additional links to HSE and legionella control that are in the documents.

<https://khub.net/documents/135939561/313204037/For+organisations+that+rely+on+a+safe+water+supply+to+undertak+e+business+activities.pdf/d11ba388-e7de-0d48-621a-8fc5fa95e18d?t=1589540040622>

<https://www.hse.gov.uk/legionnaires/what-you-must-do.htm>

**On re-entering the building, it is suggested to visually and where appropriate physically check the following –**

- Water Storage Tanks
- Water Services
- Hot water cylinders and calorifiers
- Electric hot water heaters
- Water storage vessels
- Incoming mains water supply
- WC pans
- Tap water at local
- Legionella Risk Assessment documentation
- Chlorination/ disinfection records.
- Water filters
- Drinks vending machines
- Water softeners

The recommendation for best practice is to refer to professional advisory documents. Unless a building is fully drained down at the point of operational closure, regular water temp checks and procedures in accordance with the L8 Code of practice should have continued during the shutdown period. This is to protect staff that make occasional visits and avoids significant risks for staff and contractors when a site is re-occupied. If checks have not continued during shutdown, it would be advisable as part of the reopening activity to ensure contractors wear suitable face masks and breathing equipment when they flush and open taps and outlets for the first time. If water has been allowed to stagnate in tanks, pipework and systems for long periods there is a high risk of an aerosol from water outlets and risk of Legionella infection.

As stated, further guidance can be found in the Control of Legionella L8 Approved Code of Practice



## 12. Plumbing

As with water hygiene services the same visual and physical checks are recommended with the caveat to engage a suitably qualified plumbing, heating or gas engineer as appropriate. The checks should include but not be limited to:

- a) Cold Water Main and Downs Services
- a) Sinks, basins and cold-water drinking fountains
- b) Sanitary Ware
- c) Hot Water Storage Vessels, including CWS tanks
- d) Hot Water Services
- e) Wastewater Traps

## 13. Heating

Heating systems could have been turned off during closure and could be susceptible to stagnant water and a risk to boilers reigniting and working correctly.

As with water hygiene services and plumbing the same visual and physical checks are recommended with the caveat to engage a suitably qualified plumbing, heating or gas engineer as appropriate. The checks should include but not be limited to:

- a) Cold Water Main –
- b) Pressurisation Unit
- c) Fuel Supply
- d) Heating System
- e) Trace Heating

## 14. Chilled water systems

On re-entering the Masonic Hall checks to chilled water systems may be required and with the same caveat as before in regard to engaging a suitably qualified engineer:

- a) Electricity Supply
- b) Cold Water Mains
- c) Chillers
- d) Pressurisation Unit
- e) Chilled Water System

## 15. Catering services and kitchens

Closure of a Masonic centre may have also brought with it a closure to the kitchens that operate in them. Food hygiene regulations remain in place all the time and will require to be enacted upon resumption of services.

**On re-entering the premises, the following checks should be made to areas that may harbour pests –**

- Check Doors and potential ingress points for pest issues
- Check fridge's and freezers and any damage to or on the units
- Turn on fridge's and freezers and carry out temperature testing to ensure they are operating to the correct temperatures. Check fridges and freezers for contaminated or out of date food stuffs and dispose of
- Clean internally and externally ALL food storage areas including the fridges and freezers, stoves, microwaves and cupboards
- Clean and sanitise all food preparation worktops and floors

Specialist areas which may need attention are

- a) Kitchen Area and all Catering Equipment

- b) Hot and cold-water drainage
- c) Ventilation: Supply System
- d) Ventilation: Extract System
- e) Catering Equipment
- f) Extract and Supply fans
- g) Catering Equipment

More information can be found in the **Food Hygiene (England and Wales) Regulations 2013**

## 16. Pest control

### How to manage pest control coming out of COVID-19 lockdown-

Masonic Halls still need to meet the requirements of the Standard. Therefore, the twin objectives for the safety of both the site users and the pest controller need to be met whilst ensuring that the building is also protected from any risks associated with the ingress of pests.

It is recognised that access to sites is currently challenging for many service providers due to the ongoing circumstances relating to Covid-19. In these situations, the site is responsible for reviewing their processes to ensure the continued controls are in place to ensure this. It is the site’s responsibility to ensure they look at options and decide how this happens. It is not acceptable to simply cancel pest control activities.

We would expect that pest control operators have in place processes to safeguard their operators and ensure that they reduce the risk of introducing of coronavirus if they visit sites. This should also be challenged by sites. Pest control operators must of course comply with the site’s coronavirus management processes and any legislation in the country or region in which they are located.

Clearly not all Masonic Hall environments face the same risk from pests, this may depend for example, age/construction of the site, pest history and seasonality. This needs to be considered when deciding how to proceed. Where the pest risk is considered high sites may need to accommodate a visit from their pest controller. Where pest control risks are considered to be low, pest control visits may be postponed for a short period as part of a site’s coronavirus control measures, however we would expect that internal controls such as pest awareness and reporting are increased and pest controllers are called wherever an issue is identified.

### On re-entering the premises, the following checks should be made to areas that may harbour pest –

- Check Doors and potential ingress points for pest issues
- Check bait stations internally and externally for signs of capture
- Contact your Pest Control contractor if they have been unable to visit during the closure
- Check under all tables and cupboards for signs of pest activity and droppings
- Check all food stuffs in dry storage for signs of damaged packaging and nibbled boxes etc.
- Check window netting for signs of damage which could bring in issues such as sparrows and pigeons.
- Ensure that rubbish has not built up and is disposed off immediately, this may require an adhoc visit from your refuse contractor
- 



## 17. Bar Services

### Bar areas in the Masonic Lodge

During the COVID-19 epidemic the normal rules for destruction of un-merchantable beer (ullage) have been relaxed by HMRC to allow pub staff to act as the authorised company representative for a brewer to destroy beer in order that alcohol duty can be recovered.

Where applicable -

In order that HMRC are satisfied that beer has been **destroyed correctly and that duty can be legally reclaimed** the following conditions must be met:

**1. Staff Must:**

- Have verifiable permission from the brewer that their beer can be destroyed to include:
  - Name and style of the beer
  - Gyle or batch number
  - Strength of the beer
  - Container type and number to be destroyed
  
- Keep the following records:
  - Total volume of beer emptied from each container destroyed
  - Strength of each beer
  - The time, date and location (establishment name & address) of where beer was destroyed
  - The name and position of the person who undertook the destruction, and confirmation they were so authorised.
  - Evidence of the process of destruction (stock control records or digital evidence)
    - Digital evidence i.e. pictures should be date and time stamped where possible
    - Ensure files sizes are as small as possible or use cloud-based file sharing systems (DropBox)

**2. Once Permission Has Been Granted and Before Destroying Beer You Must:**

- Contact the water retailer for your premises to understand any restrictions of putting large volumes of beer to drain
- If waste from a premise feeds an on-site or local water treatment plant it will be necessary to contact your local Environment Agency office to understand whether it is possible to destroy beer.

**3. Once Beer has been Destroyed You Must:**

- Complete a Self-Certification Declaration Form (Appendix Two of Full Guide)
- You must keep a record of this for yourself, e.g. save the email you submit to your supplier

Other checks to make are-

- a) Empty and clean all lines following standard procedures
- b) Once cleaned lines should be blown through
- c) Tap nozzles reconnected
- d) Dish glass washers should be cleaned sanitised and drained
- e) Check filters in bar cleaning equipment
- f) Flush through coffee machines and tea machines if applicable.

## **18. Refrigerant Gases**

Please follow the Professional guidance documents for chilled water systems.

## **7. Ventilation in Masonic Halls**

### **1.0 Background**

- 1.1 The generally held view amongst healthcare professionals is that there are a number of transmission routes for spreading coronavirus, two of the main ones being contact with surfaces and airborne droplets (aerosols) spread by infected persons coughing and sneezing.
- 1.2 Control measures advised by the Government to control the spread of coronavirus by the contact route include:
  - Maintaining social distancing;
  - Wearing of face coverings;
  - Maintaining a regular cleaning regime;
  - Frequent handwashing and
  - Active management of movement of people around the premises.
- 1.3 The Government will, no doubt, continue to issue further advice on these measures as the country progresses out of the current lockdown measures.

### **2.0 Airborne Transmission**

- 2.1 One of the methods by which coronavirus (or any other virus) can be spread is from aerosol transmission and there are a number of basic ways not relating to air handling in which this risk can be reduced - for example:
  - Ensuring that anyone with coronavirus symptoms is not admitted.
  - Limiting the number of people or time spent in specific areas.
  - Limiting activities that increase deeper breathing such as singing.
  - Providing adequate ventilation with fresh air.
- 2.2 As regards airborne droplets or aerosols, Government and other guidance has been very generalised by requiring improved ventilation within rooms or buildings, for example, by opening windows or doors wherever possible. There has been no requirement to install new ventilation or air conditioning systems in buildings.
- 2.3 Most Masonic Halls are old existing buildings which were designed and constructed many years ago and whilst some halls may have very good ventilation and air handling/climate control facilities, others will have none.
- 2.4 From an employment perspective, there is a legal requirement for employers to ensure that there is an adequate supply of fresh air (ventilation) in enclosed areas of the workplace and this has not changed during the pandemic. However, Masonic Halls are not generally classed as workplaces and the majority of users are not employees. Nevertheless, Masonic Hall owners may consider it desirable to ensure that their premises have an adequate supply of fresh air.

2.5 Ventilation in buildings is regulated by Part F of the Building Regulations. Building Regulations generally apply to new building work and do not require that existing buildings are brought up to standard. However, where new work is being carried out to existing buildings, such as alterations, extensions, loft conversions, window replacement, insulation etc, the regulations do apply.

2.6 In very broad terms, the regulations state that:

- The work itself must comply with the applicable requirements of the Building Regulations.
- When the work is complete, the building must be no more unsatisfactory in relation to the requirements of the building regulations than before the work was carried out <sup>1</sup>.

2.7 If there is doubt about whether the building regulations apply, which building regulations apply, or what they apply to, then advice should be sought from the local building control body (typically the local authority).

2.8 Nevertheless, Masonic Hall management executives should consider this question, not only from a health and safety point of view following the Covid-19 pandemic but also from a personal comfort and ambience point of view. There may also be a commercial consideration if halls are let out to private functions if some form of improved ventilation or climate control would improve the desirability and letting potential of function rooms.

### **3.0 Methods of improving ventilation.**

3.1 Rates of ventilation in buildings is measured in terms of air change rates (the number of times that the volume of air in a space is changed per hour) or litres per second. The ventilation rate will be determined by the type and size of space and the way it is occupied (for example, the number of occupants, sources of heat, moisture, odour, contaminants, and so on).

3.2 Improving the ventilation and maximising the fresh air in a space can be achieved by:

- Natural ventilation - which relies on passive air flow through windows, doors and air vents that can be fully or partially opened;
- Mechanical ventilation using fans and ducts to bring in fresh air from outside, or
- A combination of natural and mechanical ventilation.

3.3 However, whilst improved ventilation can reduce the risk from aerosols, it will have minimal impact on droplet transmission (where people are within 2 metres of each other) and contact transmission (touching surfaces). Ventilation should not, therefore, be considered as the only or prime method of limiting Covid-19 transmission but should be considered alongside other control measures needed to reduce risks of transmission and play a part in making halls COVID-secure, as described above.

## 4.0 Summary of guidance available

### HM Government

- 4.1 The Government has produced a number of documents intended to give guidance to operators of different types of building premises during the Covid-19 pandemic. Whilst there is no specific guidance for Masonic Halls, the document relevant to such premises is “*COVID-19: Guidance for the safe use of multi-purpose community facilities*” (Updated 5th January 2021) <sup>2</sup>.
- 4.2 The guidance states that to help decide which actions to take prior to re-opening the building for permitted activity, a COVID-19 risk assessment should be completed, taking account of the core guidance on social distancing and the points set out below. This will be in addition to any risk assessment which is already in place for the community facility.
- 4.3 Users and hirers of a community facility have responsibility for managing risks arising from their own activities when they have control of premises and should take account of any guidance relevant to their specific activity or sector.
- 4.4 As regards ventilation, building owners should make sure rooms are well ventilated by keeping windows and doors open.
- 4.5 Toilet facilities should be kept well ventilated, for example by fixing doors open where appropriate.
- 4.6 The Government also issued another guidance document during Spring 2021 entitled “*Working Safely during Coronavirus (COVID-19)*” <sup>3</sup>. This document contains very little guidance on ventilation except “open windows and doors frequently to encourage ventilation, where possible”.
- 4.7 At present the Government is working on an analysis of the “impact of Social Distancing and lack of Fresh Air on the spread of COVID”. This is due to be completed and findings issued between the 5<sup>th</sup> and 12<sup>th</sup> April. In the meantime attention is drawn to the latest advice available at [COVID-19: ventilation of indoor spaces to stop the spread of coronavirus - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/guidance/covid-19-ventilation-of-indoor-spaces-to-stop-the-spread-of-coronavirus)
- 4.8 The Institute of Workplace and Facilities Management provides useful information on preparing buildings for re-use which may be helpful.  
<https://www.iwfm.org.uk/coronavirus-resources/covid-19-guidance-returning-to-work.html>

### Health and Safety Executive

- 4.9 The HSE has produced guidance on their website entitled “*Ventilation and air conditioning during the coronavirus (Covid-19) pandemic*” <sup>4</sup>. This guidance primarily focuses on requirements for employers to ensure that their employees

are adequately protected. It covers all aspects of ventilation in buildings and assumes either that there is none, partial or full ventilation measures.

- 4.10 The emphasis is on undertaking a risk assessment to identify areas that are usually occupied and poorly ventilated. The risk assessment should consider how many people use the space, how long they spend in there, the size of the area, the activity which takes place in there and what existing ventilation measures are in place. However, the HSE guidance does not require that mechanical ventilation should be installed if there is none already present.

#### CIBSE

- 4.11 The Chartered Institution of Building Services Engineers' advice "*Covid-19 Ventilation Guidance Version 4*"<sup>5</sup> is basically to increase ventilation as much as possible, increasing the flow of outside air and preventing any pockets of stagnant air. Recirculation of air within buildings should be avoided to reduce the risk of transmission. This may lead to an increase in energy bills.

#### SAGE Environment and Modelling Group

- 4.12 Size of space is an important factor. For example, the SAGE EMG report on the "*Role of ventilation in controlling SARS-Cov-2 Transmission*"<sup>6</sup> states that in a large space, even when the ventilation rate is low, it will take a long time for the virus concentration to build up and hence short duration exposures may be relatively low risk.
- 4.13 The report goes on to say that the "focus here is on practical measures that can potentially be implemented in existing buildings, in most cases with no or modest capital investment. Longer term strategic actions to improve ventilation across the UK building stock will help to ensure that built infrastructure is more resilient for future disease transmission".
- 4.14 The report also suggests that it is possible to "purge" or "air" a space intermittently to facilitate "dilution" of the virus. Such measures could include keeping doors and windows open (where possible) during the time the room is unoccupied or immediately following a meeting. However, this will depend on the design of the space. Furthermore, opening up a room to the outside could have a negative impact on comfort by reducing temperatures or creating cold drafts as well as reducing sustainability by increasing thermal loss and heating costs.
- 4.15 Portable fans, ceiling mounted fans or recirculating air conditioners will assist air circulation but will not add to the air change rate or the amount of outdoor air coming into the space. They MUST NOT be used unless associated with Fresh cross flow Air Intake and Extract. This may also have the disadvantage of being too noisy for use during a meeting.
- 4.16 The SAGE EMG has also produced a document entitled "*Simple summary of ventilation actions to mitigate the risk of Covid-19*"<sup>7</sup> which gives further guidance on this subject.

4.17 Deciding what adequate ventilation looks like within each Masonic Hall should be considered as part of a risk assessment which will not only identify poorly ventilated areas but also decide on the steps needed to improve ventilation. What is considered as adequate ventilation can look different between individual buildings. Calculating the appropriate volume of outside air, and reconfiguring existing air handling systems to provide it, will require specialist expertise from suitably qualified engineers.

### ECDC

4.18 The European Centre for Disease Prevention and Control produced an updated report on 10<sup>th</sup> November 2020 entitled *“Heating, ventilation and air-conditioning systems in the context of Covid1-19:First Update”*<sup>8</sup>.

4.19 The key messages from this document are that:

- It is well established that Covid-19 transmission commonly occurs in closed spaces;
- Well maintained and adapted for use in the Covid-19 pandemic, heating, ventilation and air-conditioning (HVAC) systems may assist in decreasing potential airborne transmission of coronavirus;
- Other measures can assist in reducing the potential for airborne transmission of coronavirus such as described in paragraphs 1.2 and 2.1 above.
- Where existing HVAC equipment is in place, the minimum number of air changes per hour in accordance with the applicable building regulations should be ensured at all times and direct airflow should be diverted away from groups of individuals.
- Portable air-conditioning units should be discouraged as they recirculate 100% of air.

### References

1. Designing Buildings Wiki.  
[https://www.designingbuildings.co.uk/wiki/Do\\_the\\_building\\_regulations\\_apply\\_to\\_existing\\_buildings%3F](https://www.designingbuildings.co.uk/wiki/Do_the_building_regulations_apply_to_existing_buildings%3F)
2. COVID-19: Guidance for the safe use of multi-purpose community facilities (Updated 5<sup>th</sup> January 2021).  
<https://www.gov.uk/government/publications/covid-19-guidance-for-the-safe-use-of-multi-purpose-community-facilities/covid-19-guidance-for-the-safe-use-of-multi-purpose-community-facilities>
3. Working Safely during Coronavirus (COVID-19) (Updated Spring 2021).  
<https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19/the-visitor-economy>
4. Ventilation and air conditioning during the coronavirus (Covid-19) pandemic.



<https://www.hse.gov.uk/coronavirus/equipment-and-machinery/air-conditioning-and-ventilation/index.htm>

- 5 CIBSE Covid-19 Ventilation Guidance Version 4 published 23<sup>rd</sup> October 2020  
<https://www.cibse.org/coronavirus-covid-19/emerging-from-lockdown>
- 6 SAGE Environment and Modelling Group report “The Role of ventilation in controlling SARS-Cov-2 Transmission” published 23<sup>rd</sup> October 2020.  
<https://www.gov.uk/government/publications/emg-role-of-ventilation-in-controlling-sars-cov-2-transmission-30-september-2020>
- 7 SAGE EMG report “Simple summary of ventilation actions to mitigate the risk of Covid-19.”  
<https://www.gov.uk/government/publications/emg-simple-summary-of-ventilation-actions-to-mitigate-the-risk-of-covid-19-1-october-2020>
- 8 European Centre for Disease Prevention and Control report “Heating, ventilation and air-conditioning systems in the context of Covid1-19:First Update” dated 10<sup>th</sup> November 2020  
<https://www.ecdc.europa.eu/en/publications-data/heating-ventilation-air-conditioning-systems-covid-19>

6. **6. COVID-19 – Masonic Hall Recommissioning Checklist**

<b>Masonic Centre:</b>	<b>Building Committee/ Trust/ Partnership Name:</b>	
<b>Review By:</b>	<b>Address:</b>	<b>Date:</b>

	Description	Y / N	Retailer Advice	Comments/Agreed Actions
All Stores				
1	Fire Alarm Test		Ensure a fire alarm test is completed back to the control room and on completion no faults show on the fire alarm panel.	
2	Emergency Lighting Test		Ensure a flick test is completed and all luminaires are operational.	
3	Sprinkler Flow Switch Test		Ensure a sprinkler flow test has been completed within the last 3 months and on completion no fault show on the panel	
4	Fire Extinguishers		Ensure they are of the correct type and in date Ensure they are accessible	
6	Fire Doors		All fire doors are unobstructed and closed shut	
7	Fire Signage		Ensure fire signage is visible and clear	
8	Fire Evacuation Routes		Ensure all fire evacuation routes are free from obstructions	
9	Emergency Evacuation			
10	Electrical		Ensure that a valid 5-year fixed wire certificate is in place. Ensure all portable appliances have a valid PAT. Check all sockets are operational	

11	Water Management		Ensure water flushing is completed in accordance with water treatment legislation and centre guidelines. Provide evidence of weekly flushing logs	
12	Pest Control		Ensure that a visit from a professional contractor has been done	
13	Lifts and Escalators		Ensure that all statutory checks that are required for lifting equipment of this nature are in place	
14	Storage		Ensure excessive stock levels are stored suitably so as not to cause a fall, or trip incident Ensure rack storage is not at such a height to impede sprinkler efficiency	
15	Waste Removal		Ensure that the Back Of House corridor must be kept clear at ALL times	
16	Public Liability Insurance		Confirm that Insurance is valid	
17	Ovens		Ensure ovens are cleaned before opening	
18	Kitchen Air Extract		Ensure that a TR 19 service has been carried out within the last 3 months	
19	Gas Shut Off		Ensure a Gas Service Engineer has serviced the system (including any peripheral pressure vessels) within the last 12 months Ensure the gas emergency gas shut-off has been tested	
20	Grease Traps		Ensure all grease traps are clean. Any professional service recommendations have been addressed.	
21	Ansul System		Ensure any Ansul System is in service	
22	Food Hygiene		Ensure that refrigeration units are working and at correct temperature	
23	Food Preparation		Ensure washing facilities are available and hot water working	
24	Food Waste Removal		Procedure in place	
25	Gutters and Gullies		Check for debris and blockages and clear.	
26	Utility Metering Points		Take readings to check for leaks and for any agreements made with Utility providers during lockdown.	

27	Ventilation		Follow CIBSE COVID-19 Guidance for cleaning and protecting staff and users on reoccupation.	
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## 7. Acknowledgements

The Masonic Halls Advisory Group contributor's are:-

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FRICS



Statutory obligations that may affect your building generally do not arise out of the contract to build but are imposed by the Law of the Land. The Statutory obligations applicable to the design, construction and operation of buildings are complicated and they will depend upon the specific nature of the Works.

Although Statutory obligations are many and varied, a very broad summary of some of the Statutory obligations are presented below. This list is not comprehensive and advice should be taken in each circumstance.

### **Building**

1. [The Building Regulations \(approved inspectors etc.\)](#)
2. [The defective premises act](#)
3. [The party wall act](#)

### **Planning**

1. [The Ancient Monuments and Archaeological Areas Act](#)
2. [The Planning \(Listed Buildings and Conservation Area\) Act](#)
3. [The Planning Act](#)
4. [The Planning and Compulsory Purchase Act](#)
5. [The Town and Country Planning \(General Permitted Development\) Order](#)  
[The Town and Country Planning \(Tree Preservation\) \(England\) Regulations.](#)

1. [The Planning \(Listed Buildings and Conservation Area\) Act](#)
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4. [The Town and Country Planning \(General Permitted Development\) Order](#)  
[The Town and Country Planning \(Tree Preservation\) \(England\) Regulations.](#)

### **Health & Safety**

1. [The Construction \(Design & Management\) Regulations](#)
2. [The Management of Health and Safety at Work Regulations](#)
3. [The Working at Height Regulations](#)
4. [The Lifting Operations and Lifting Equipment Regulations](#)
5. [The Construction \(Head Protection \) Regulations](#)
6. [The Gas Safety \(Installation and Use\) Regulations](#)
7. [The Control of Substances Hazardous to Health Regulations \(COSHH\)](#)
8. [The Manual Handling Operations Regulations](#)
9. [The Control of Noise at Work Regulations](#)
10. [The Control of Vibration at Work Regulations](#)
11. [The Control of Asbestos Regulations](#)
12. [Health and Safety \(Consultation with Employees\) Regulations](#)
13. [Reporting of Injuries, Diseases and Dangerous Occurrences Regulations \(RIDDOR\)](#)



## **Environment & Pollution**

1. [The Clean Air Act](#)
2. [The Climate Change Act](#)
3. [The Conservation of Habitats and Species Regulations](#)
4. [The Contaminated Land \(England\) Regulations](#)
5. [The Control of Pollution Act](#)
6. [The Control of Pollution \(Oil Storage\) \(England and Wales\)](#)

## **The Energy Act**

1. [The Energy Performance of Buildings \(England and Wales\) Regulations](#)
2. [The Environment Act](#)
3. [The Environmental Protection Act](#)
4. [The Flood and Water Management Act](#)
5. [The Ground Water Regulations](#)
6. [The Hazardous Waste Regulations](#)
7. [The Land Drainage Act](#)
8. [The Pollution Prevention and Control Act](#)
9. [The Waste \(England and Wales\) Regulations](#)
10. [The Water Resources Act](#)
11. [The Wildlife and Countryside Act](#)

## **Noise**

1. [The Control of Noise at Work Regulations](#)
2. [The Control of Noise \(Code of Practice for Construction and Open Spaces\)](#)
3. [The Noise and Statutory Nuisance Act](#)
4. [The Noise at Work Regulations](#)

## **Traffic**

1. [The Highways Act](#)
2. [The Road Traffic Act](#)
3. [The Road Traffic Regulations](#)
4. [The Traffic Management Act](#)
5. [The Traffic Signs, Regulations and General Directions](#)
6. [The Transport Act](#)

## **Products & Services**

1. [The Construction Products Regulations](#)
2. [The Defective Premises Act](#)
3. [The Energy Related Products Regulations](#)
4. [The Supply of Goods and Services Act](#)

## Miscellaneous

1. Insurance Regulations
2. The Ancient Monuments and Archaeological Areas Act
3. The Countryside and Rights of Way Act
4. The Disability and Discrimination Act (DDA)
5. The Equal Opportunities Act
6. The Freedom of Information Act
7. The Late Payment of Commercial Debt Regulations
8. The Law of Property Act
9. The Regulatory Reform (Fire Safety) Order

## Professional Bodies

1. The Royal Institute of British Architects
2. The Royal Institution of Chartered Surveyors
3. The Institution of Structural Engineers
4. The Institution of Civil Engineers
5. AABA (Conservation Architects)
6. CARE (Conservation Accredited Structural Engineers)

## Appendix - Automatic External Defibrillators (AEDs)

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### A guide to Automated External Defibrillators (AEDs)

### Automated defibrillators and the law

## Appendix - Management of Projects & Maintenance

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### Centre Management - Project Flow Chart

### Maintenance Planning - Flow Chart



# Centre Management – Project Flow Chart



## MOTIVATION

(need for improvements/attract new members/retain existing members)



## AUTHORITY

(approval of owners/members in principle)



## IDENTIFY REQUIREMENTS

(scope of scheme)



## VALUATIONS

(site/buildings)



## COSTINGS

(extensions/alterations/installations/  
Professional advice/initial outlay)



## FUNDING

(reserves/bank/membership/financial adviser)



## PLANNING

(concept drawings/cost estimates/construction/professional fees/other)



## PRESENTATION TO LODGES



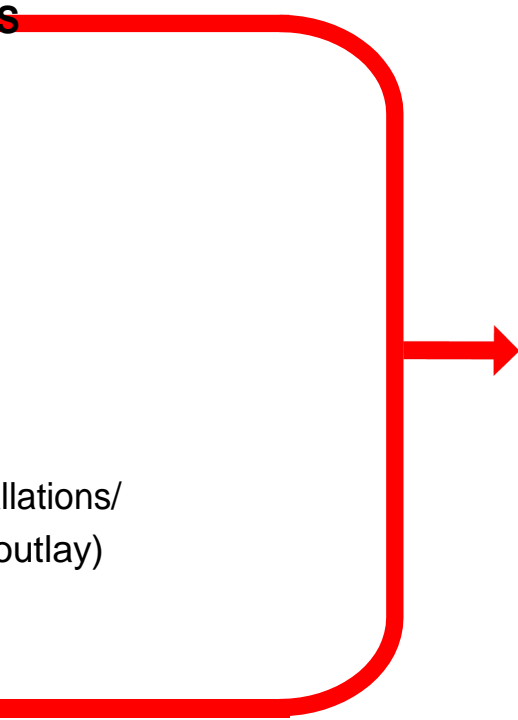
**SCHEME APPROVAL** proceed to obtain statutory consents and tenders

Appointment of professional  
Advisers

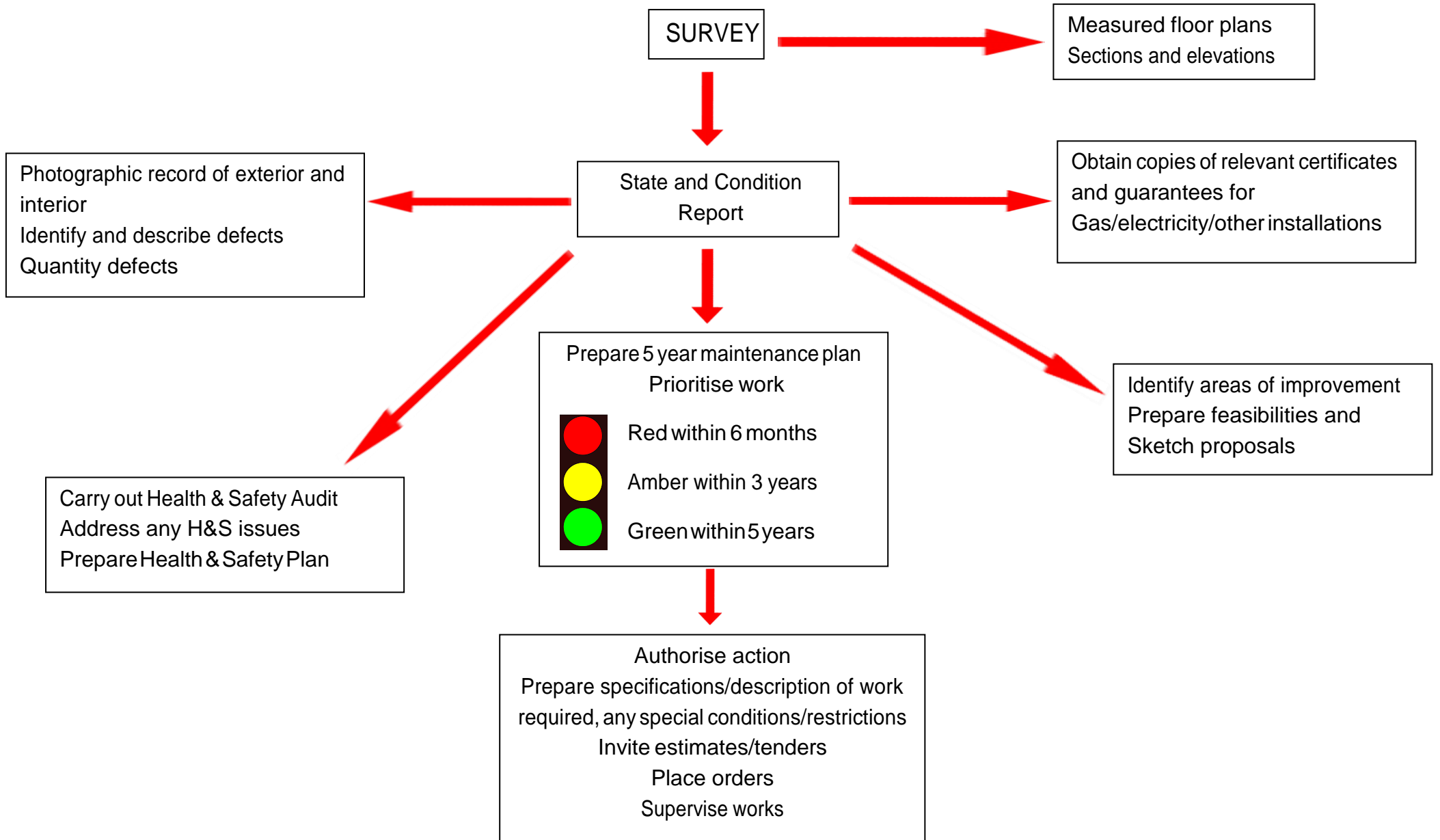
Surveyor/Valuer

QS/Project Manager

Architect/Designer



# Centre Management Building Sub-Committee Maintenance Planning



# Appendix - Asbestos

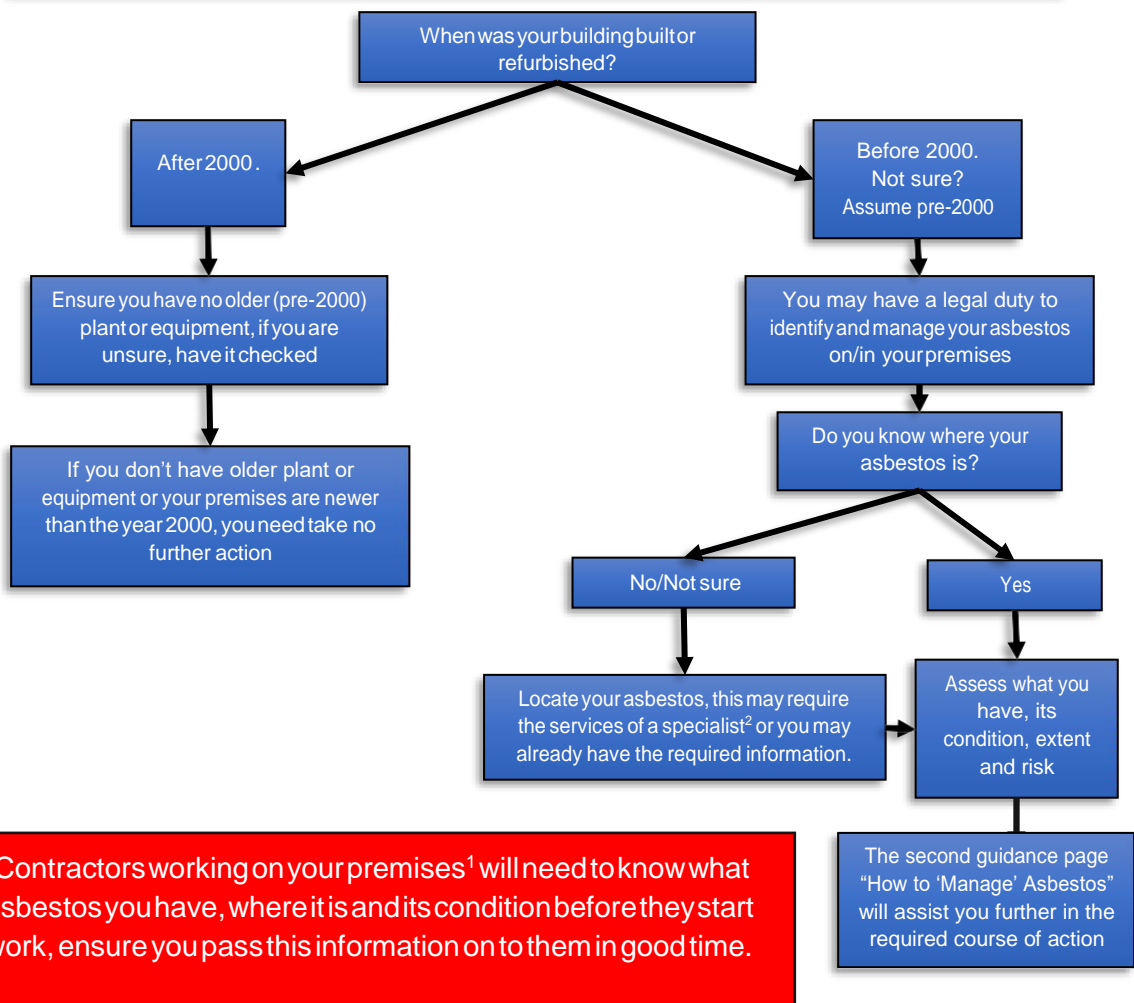


Asbestos is a widespread building material which kills around 5500 people every year in the UK. Failure to manage may have financial and legal implications for your organisation affecting your 'Health and Wealth'.

If you or your organisation are a member of a Trade Union or Trade Group, they may have advice and assistance for your situation

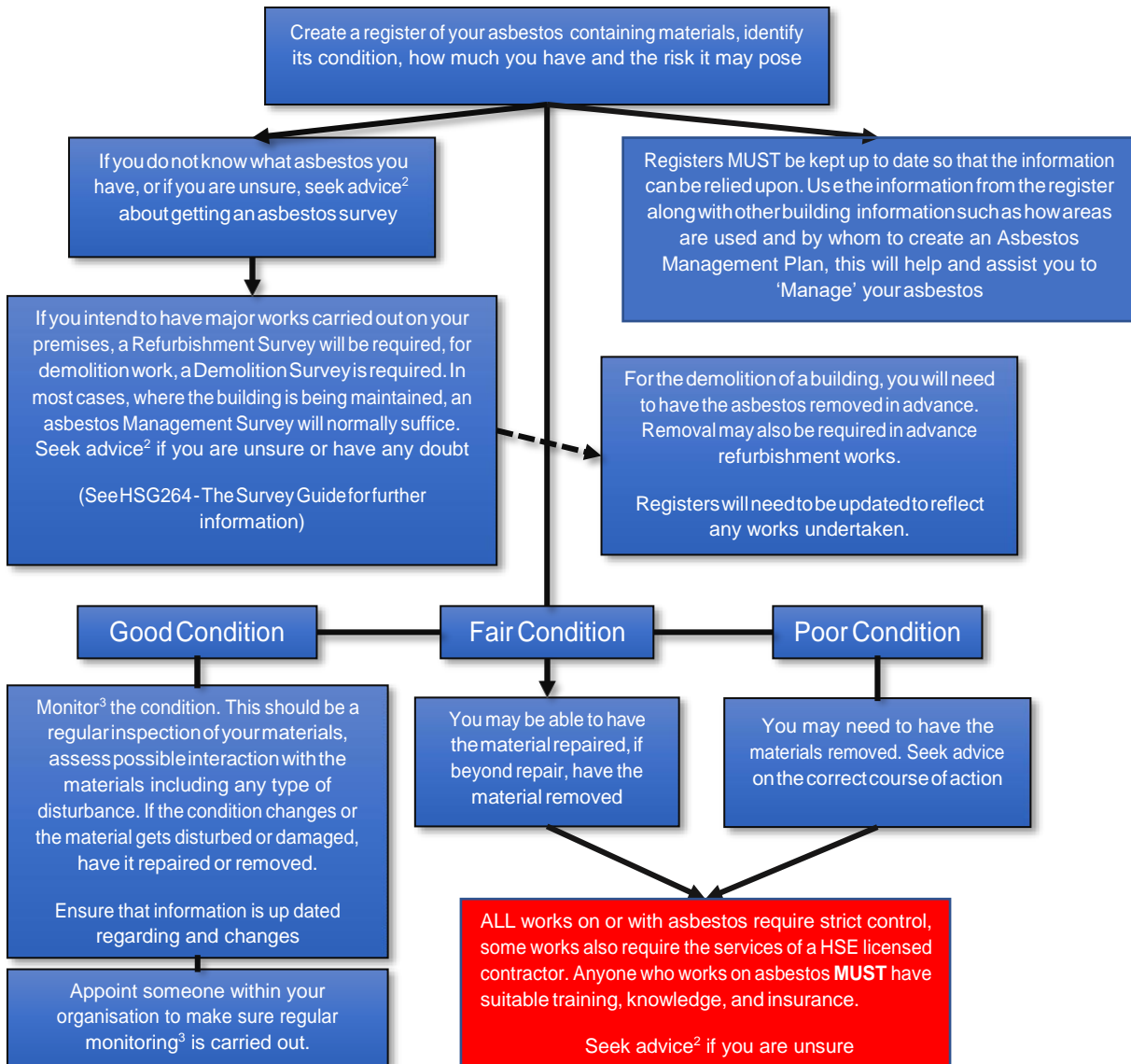
If you own, manage or have a maintenance responsibility of a premises, part of premises or structure<sup>1</sup> built or refurbished before the year 2000 Then you may have a legal duty to manage your asbestos.

These short guides will help you recognize what, if anything, that you need to do and describes the simple steps to take to manage asbestos containing materials (ACMs) in your building.<sup>1</sup>



<sup>1</sup> The term 'premises' has a specific definition under health and safety legislation and includes vehicles, vessels, aircraft, installations on land and offshore, tents and moveable structures. While in most cases the survey will only be needed on existing buildings (including basements, cellars, tunnels, under crofts etc. and the surrounding site, there may be some situations where there are hidden underground structures or pipes which may only come to light when refurbishment or demolition work is to take place. These should be included in the survey as appropriate. [HSG264 The Survey Guide](#)

## How to 'Manage' Asbestos



<sup>2</sup> Ensure anyone offering advice or services regarding or relating to asbestos has a good and clear understanding of the requirements of the Control of Asbestos Regulations 2012

<sup>3</sup> Monitor conditions at least every year, some materials may require more regular monitoring depending on its location, the type of material and the activity around it, e.g. Asbestos panelling to a door in frequent use may require more frequent inspection compared to asbestos floor tiles in a cupboard, a through risk assessment will help identify the frequency of any required monitoring.

If the location where asbestos is located is to be used for something different, check that this won't affect the asbestos materials.

Ensure people who may disturb the asbestos know it is there!

**They need to be AWARE!**

# A guide to Automated External Defibrillators (AEDs)



By  
Resuscitation Council (UK) and British Heart Foundation



Resuscitation Council (UK)



April 2017

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By  
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Edited by  
**Dr Michael Colquhoun**

Endorsed by  
**National Ambulance Service Medical Directors Group**



# A guide to Automated External Defibrillators (AEDs)

This document is designed to provide information about automated external defibrillators (AEDs) and how they can be deployed in the community to help resuscitate a victim of sudden cardiac arrest.

## Summary

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1. Sudden cardiac arrest (SCA) is a leading cause of premature death, but with immediate treatment many lives can be saved. SCA occurs because the electrical rhythm that controls the heart is replaced by a chaotic disorganised electrical rhythm called ventricular fibrillation (VF). The quicker VF can be treated by defibrillation the greater the chance of successful resuscitation. Seconds count, and the ambulance service is unlikely to arrive quickly enough to resuscitate most victims.  
More information in [section 1](#) and [section 2](#).
2. Many SCA victims can be saved if persons nearby recognise what has happened, summon the ambulance service with the minimum of delay, perform basic cardiopulmonary resuscitation (particularly chest compressions) and use an AED to provide a high energy electric shock to restore the heart's normal rhythm. Each of these stages is a link in a chain of events that provide the best chance of success, but the critical factor is the speed with which the shock is given.  
More information in [section 2](#) and [section 3](#).
3. AEDs are easy to use, compact, portable and very effective. They are designed to be used by lay persons; the machines guide the operator through the process by verbal instructions and visual prompts. They are safe and will not allow a shock to be given unless the heart's rhythm requires it. They are designed to be stored for long periods without use and require very little routine maintenance. Several models are available from the manufacturers or through medical equipment companies.  
More information in [Section 3](#) and [section 13](#).
4. AEDs have been installed in many busy public places, workplaces, or other areas where the public have access. The intention is to use the machines to restart the heart as soon as possible. This strategy of placing AEDs in locations where they are used by lay persons near the arrest is known as public access defibrillation (PAD). Training to use an AED is an extension of the first aid skills possessed by first aid personnel and appointed persons. AEDs have been

used successfully by untrained persons, and lack of training should not be a deterrent to their use.

More information in [section 4](#). Separate information is included about AEDs in the workplace ([section 8](#)) and schools ([section 9](#)). Information on training is contained in [section 11](#).

5. In the United Kingdom, there are very few legal barriers to PAD. A rescuer who has acted appropriately to help a victim of SCA should not be sued regardless of the outcome.

More information in [section 6](#).

6. The important factors to consider when contemplating installing an AED at any location are discussed. The decision should be made in partnership with the local ambulance service who will advise about their purchase, installation and other practical information.

More information in [section 5](#) and [section 7](#).

7. AEDs should be placed or stored where they are most likely to be needed; they must be accessible with the minimum of delay. All persons working at the site need to be aware of their purpose and location, and the steps to be taken should someone collapse. This will include calling the ambulance service and activating the organisation's emergency response plan to get the AED and those best trained to use it.

More information in [section 5](#) and [section 12](#).

## **1. Introduction**

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Defibrillation is one crucial stage in a sequence of events that need to occur for the resuscitation of a victim of sudden cardiac arrest (SCA). This sequence, or 'chain of survival', starts by summoning the emergency services as soon as possible. The second stage is providing basic cardiopulmonary resuscitation (chest compressions alternated with rescue breaths) to keep the victim alive until the third stage (defibrillation) can be performed.

The automated external defibrillator (AED) has been described as the single most important development in the treatment of SCA. These devices are now widely available and increasingly used by people, often with little or no training, to re-start the heart of a victim of SCA. Under ideal circumstances, when used very soon after collapse (within two or three minutes), many can survive.

The crucial determinant of survival is the interval between collapse and the use of the AED to deliver a shock. The strategy, therefore, is to have an AED installed at a place where it might be needed so that it can be accessed quickly by someone nearby, taken to the person who has



collapsed, and used before the arrival of professional help. This arrangement is known as Public Access Defibrillation (PAD).

In this guide we explain the background to defibrillation and describe some important practical aspects of setting up an AED programme or PAD scheme. The information will help those considering establishing an AED programme in any public place. This will include the workplace, school, gym, or a transport, shopping or sports facility. Similarly the information will be relevant to those wishing to make an AED generally available by placing one in a prominent place in their local community. It is not intended as a guide for the purchase of an AED for use in the home.

## **2. Background**

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SCA is an important cause of death in all developed western countries. In Europe, around 1 in 1,000 of the population suffers SCA each year, so in the UK there are likely to be approximately 60,000 cases annually. In England, the ambulance service attempt resuscitation in approximately 25,000 cases per annum but at present, only a small proportion survive.

Most cases of SCA are due to an abnormality of the heart's electrical rhythm called ventricular fibrillation (VF) in which the electrical impulses that normally control the heart become chaotic and uncoordinated. The heart stops beating (i.e. it ceases to act as a pump) and the circulation of blood stops. Death is inevitable unless the condition is recognised promptly and defibrillation is carried out. Defibrillation is the use of a high-energy electric shock that stops the chaotic rhythm of VF and allows the normal, organised, electrical rhythm of the heart to re-start. This can allow the pumping action of the heart to return.

The major factor limiting the number of people who survive SCA is the ability to provide defibrillation within a critical time. Conditions for defibrillation are optimal for only a very few minutes after the onset of VF, although this period can be extended if a bystander provides effective cardiopulmonary resuscitation (CPR), particularly chest compressions. For details about this see the [Adult basic life support and automated external defibrillation guidelines](#). Nevertheless, the victim's chance of survival falls by around 7 - 10% with every minute that defibrillation is delayed. Only rarely are the emergency medical services able to attend and provide defibrillation early enough, and the best way of ensuring prompt defibrillation is for someone nearby to use an AED to deliver the shock that can often save a life.

The term 'heart attack' is often used to refer to SCA, but this is incorrect. A heart attack (or myocardial infarction) occurs when an artery ('fuel pipe') supplying the heart with blood ('fuel') becomes blocked. This usually causes chest pain and leads to damage to some of the muscle of the heart. It may cause SCA, particularly in the early stages, but this is by no means inevitable.

However, the risk of this happening emphasizes the importance of summoning immediate help for anyone with a suspected heart attack, so that they can receive treatment to reduce the damage to their heart and reduce the risk of SCA. As soon as a heart attack is suspected, the nearest available AED should be brought to the scene as a precaution in case the victim does go on to suffer a cardiac arrest, in which case it can be used without delay and maximize the chance of survival.

There are many other causes of SCA, and it is not usually possible at the time to be sure of the precise cause, which requires carrying out tests in hospital. The priority is to provide immediate treatment, as this is the same in the early stages, regardless of the cause.

### **3. The Automated External Defibrillator (AED)**

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All that is required to use an AED is to recognise that someone who has collapsed may have SCA and to attach the two adhesive pads (electrodes) that are used to connect the AED to the patient's bare chest. Through these pads the AED can both monitor the heart's electrical rhythm and deliver a shock when it is needed. The AED provides audible instructions and most models also provide visual prompts on a screen.

The AED will analyse the heart's electrical rhythm and if it detects a rhythm likely to respond to a shock, it will charge itself ready to deliver a shock. Some devices then deliver the shock automatically without needing any further action by the operator; others instruct the operator to press a button to deliver the shock (these are often referred to as 'semi-automatic' AEDs). After this the AED will tell the rescuer to give the victim CPR. After a fixed period (two minutes in current guidelines), the AED will tell the rescuers not to touch the victim while it checks the heart rhythm and a further shock is given (if it is needed). Using an AED in this way allows the provision of effective treatment during the critical first few minutes after SCA, while the emergency services are on their way.

Modern AEDs are very reliable and will not allow a shock to be given unless it is needed. They are, therefore, extremely unlikely to do any harm to a person who has collapsed in suspected SCA. They are also safe and present minimal risk of a rescuer receiving a shock. AEDs require hardly any routine maintenance or servicing; most perform daily self-checks and display a warning if they need attention. Most AEDs currently offered for sale have a minimum life-expectancy of ten years. The batteries and pads have a long shelf-life, allowing the AED to be left unattended for long intervals. More details are given in [section 9](#).

These features of AEDs make them suitable for use by members of the public with little or no training, and for use in PAD schemes.

As well as having an AED on site (and people trained to use it) it is also vital that as many people as possible learn basic skills in cardiopulmonary resuscitation. This entails recognising that someone may have suffered SCA, calling the emergency services (999 or 112), and then performing chest compressions and rescue breaths. This basic first aid will maintain an oxygen supply to the brain and other organs and make it more likely that the heart can be re-started by defibrillation. The priority in the early stages is to provide chest compressions, and if a rescuer is unable or unwilling to provide rescue breaths uninterrupted chest compressions should be given.

#### **4. AED programmes**

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The use of AEDs by people who were not health professionals was introduced in the UK as a government-led initiative (the 'Defibrillators in Public Places Initiative' 1999) which placed AEDs in airports, railway stations, and other public places where ambulance service records showed that SCA occurred most frequently. Staff working in these places were trained in CPR and to use AEDs that were positioned nearby. See the [Adult basic life support and automated external defibrillation guidelines](#). Experience has shown that this strategy was effective and it has saved many lives.

With the growing public awareness and acceptance of AEDs, and their increasing availability, many more AEDs have been provided in public locations through national lottery funding, local fund raising or by the British Heart Foundation (BHF) and other charities.

#### **5. Establishing an AED programme or PAD scheme**

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*Is an AED needed here?*

This question may arise because:

- a) Someone has placed one in a similar location or organisation.
- b) A cardiac arrest has occurred at the location and treatment had to wait for the arrival of the ambulance service. Not unnaturally there is a feeling that the event might have been managed more efficiently.
- c) An approach is made by those promoting the purchase and deployment of AEDs.
- d) Employers are considering their statutory duties under the Health and Safety at Work Act 1974 and associated regulations.
- e) Occupiers of premises (including sporting and recreational establishments) are considering their civil law 'duty of care' to visitors and users of their facilities.

In general, the more likely it is that an AED will be used, the more worthwhile it is to provide it. Unfortunately there are no generally agreed criteria on which to base definitive advice on whether

or not to provide an AED in any specific place, but consideration of the following points should help a decision to be made:

- SCA affects predominantly middle-aged and older people (more men than women). Some younger people (including athletes and elite sportspeople) suffer SCA or sudden cardiac death; this is much less common but may attract understandable public attention.
- People with underlying heart disease (particularly ischaemic heart disease, in which the coronary arteries are narrowed) are particularly vulnerable.
- The greater the number of people present in or passing through any one place the greater the risk of SCA occurring there.
- SCA often occurs during exertion. The stress of travel is also a recognised precipitant, but in many other cases there is no recognised trigger.
- The purpose of installing an AED is to deliver a shock as soon as possible after SCA - if possible within five minutes at the most. Delays in fetching the AED or obtaining a code to unlock a cabinet may reduce the chance of success.
- Although untrained members of the public have used AEDs successfully to save life, the great majority of successful AED use has been by trained people (albeit people with modest training) who were nearby. It is essential to have people on site who are willing to be trained to use the AED.
- In a workplace situation, it will be sensible to train first-aiders or 'appointed persons' in the use of an AED. However other, untrained, members of staff should be instructed that if a person collapses and no trained person is readily available, they should use the AED, following the verbal and other prompts that it gives. They should be reassured that they will not be subject to any criticism or blame, and will be shielded by the Employer's Liability Insurance against any litigation if the person dies. By using an AED they cannot make the victim's condition worse since the device will only discharge its shock if the victim has a heart rhythm that will lead to death if they do not receive a shock.
- The ability to perform CPR is a vital skill that increases survival, and can buy time until the AED can be used.

These points should be considered against the background knowledge that ambulance services *cannot guarantee* an immediate response to an individual call, even when it is given high priority. Even when they can attend promptly, it is only on exceptional occasions that they will be able to attend and provide defibrillation within the 3 - 5 minute time window that is the objective - one that has often been achieved by PAD schemes.

By considering each of these points in any individual situation, a practical decision about whether or not to install an AED can usually be made.

## **6. Legal issues**

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In some countries, and in most states in the USA, 'Good Samaritan' legislation protects those who go to the help of others. No such legislation exists in the UK, so many people's first major concern is the legal situation of those who attempt to resuscitate someone. Might a potential rescuer be sued after trying to resuscitate someone who has collapsed? The short answer is that it is very unlikely that a potential rescuer could be sued.

In English law, for someone to be held liable it would have to be shown that the intervention had left the victim in a worse situation than if there had been no intervention. In the circumstances under discussion (i.e. someone who is technically dead following a cardiac arrest) it is very unlikely that this would arise. No case brought against someone who tried to provide first aid has been successful in the UK, where the courts have tended to look favourably on those who try to help others. This subject has been considered in detail, and detailed legal advice is offered elsewhere on the Resuscitation Council (UK) website: [www.resus.org.uk/cpr/legal-status-of-those-attempting-cpr](http://www.resus.org.uk/cpr/legal-status-of-those-attempting-cpr).

The second concern is whether someone might be sued for failing to have an AED available when someone sustained a cardiac arrest - there have been high-profile cases in other countries where this has happened. Legal advice on this subject is also available on page 16 of the document mentioned above.

## **7. Working with the ambulance service**

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People who want to install an AED need access to help and guidance, for example on exactly where to place it, how to make sure that it is most likely to save a life, and how to arrange training to support this. The local ambulance service is a ready source of expertise on the provision of resuscitation services and can offer practical advice about the potential value and effectiveness of an AED in any situation, and about training in CPR and the use of AEDs. Contact should be made with the community response officer or a community defibrillation officer. Details of contact points for all ambulance services in the UK are provided in appendix 1.

Most ambulance services already train community first-responders and equip them with AEDs and other basic equipment, so that they can respond to local emergencies that they can reach more quickly than an ambulance. They are, therefore, well aware of the challenges facing all users of AEDs and any organisation that installs an AED.

The protocols used in ambulance control rooms aim to maximize the contribution that those present at the scene of an emergency can make before the ambulance arrives. The call-takers will encourage people at the scene to give CPR and to use an AED if available, and may know the location of the nearest AED if it has previously been made known to them and entered on their database. The Resuscitation Council (UK) encourages all owners of AEDs to register these devices with their local ambulance service so that the AED can provide maximum benefit. This can include use of the AED outside the specific premises where it is situated.

In some places first-aiders working at a particular location have made themselves available to be contacted by ambulance control and sent (with their AED) to cases of possible cardiac arrest in their immediate vicinity. The local ambulance service will be able to advise on the potential for this type of arrangement.

## **8. AEDs in the workplace**

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The aim of installing AEDs in the workplace is to protect the workforce and also protect members of the public. Concentrating on the workforce, the incidence of cardiac arrest in the workplace in the UK is not known accurately, but in the USA (population 312 million), 400 deaths from SCA are reported to the Occupational Safety and Health Administration each year.

The Institution of Occupational Safety and Health (IOSH) commissioned a survey of 1,000 business decision-makers across the UK and found that 513 did not have AEDs in their workplace. Almost two thirds of the negative responses came from medium to very large companies. It appears, therefore, that whilst almost half the companies surveyed did have AEDs available, many did not.

Employees who have had first aid experience make ideal potential AED operators. Employees who are currently designated “first-aiders” will have undertaken a 3-day First Aid at Work training course or a 1-day Emergency First Aid at Work training course. Others, who are designated “appointed persons” under the First Aid at Work Regulations often attend an optional half-day course in which emergency resuscitation is covered. It will be a logical extension for both types of courses to include instruction in the use of an AED.

At the time of writing there are efforts being made to promote the introduction of legislation to make the provision of AEDs mandatory in the workplace, schools, sports venues, and certain public buildings. Notwithstanding the outcome of this, the factors listed in 5 (1) above will help guide a decision about placing AEDs in any individual workplace. Clearly when the workforce is large or there are substantial numbers of visitors, this will add additional weight to the case for an AED being made available.

## 9. AEDs in schools

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Fortunately SCA in school-age children is rare, but when it does occur it is a particularly tragic event. Several cases have received wide publicity, and specialised charities provide valuable information to health professionals and to the public to increase awareness and promote knowledge on the subject, as well as promoting research and improving recognition and treatment of the underlying causes. The precise incidence is not known as there is no national registry of such events in children, and post-mortem examinations do not always identify the cause (many of the cardiac conditions that cause SCA in this age group are not detectable after death).

A study to investigate the causes of cardiac arrest at schools in Seattle (population 1.5 million), a city with the best data collection for 'out-of-hospital' cardiac arrest in the world, reported 97 cardiac arrests over a 15 year period. Cardiac arrest occurred at 1 in 111 schools per year. This represented 2.6% of all cardiac arrests treated outside hospitals over the period. Twelve arrests occurred in students, 33 in teachers and other staff, and 52 in other adults not employed at the schools; thus almost 90% of the arrests occurred in adults rather than pupils. The estimated incidence of cardiac arrest in students was 0.18 per 100,000 students per year and in teachers and other staff 4.51 per 100,000 staff members per year. No particular part of a school was found to be a high-risk area but 6 of the 12 student cardiac arrests occurred during exercise; other reports have mentioned a predominance of athletes among student victims of SCA.

An AED in a school is likely to be used very infrequently, and is more likely to be used on an adult than a pupil. However, an undoubted advantage of having AEDs in schools is that the students will become familiar with them and can learn about their purpose; this could be incorporated into classes on first aid, including training in CPR. School-age children have been shown to be capable of using AEDs in simulated cardiac arrest scenarios, and all schoolchildren should be taught emergency life-saving techniques.

## 10. Obtaining an AED

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Several manufacturers supply AEDs directly to the purchaser or through subsidiary medical equipment sales companies. An internet search will reveal many models and options, making choice confusing. Most of the AEDs currently aimed at basic-level responders are suitable for community AED schemes. Some models are designed for use by more highly trained responders (and have additional features like ECG screens), but these are not appropriate for basic-level responders. The ambulance service may provide recommendations (usually based on compatibility with the models they use). Important differences between models include the cost of buying the AED itself, the cost and shelf-life of batteries, the cost and shelf-life of the electrode pads, the duration of manufacturer's guarantee, and the after-sales services provided. All these factors

should be considered when making a choice. It can be useful to ask others about their experience with a particular AED before going ahead with a purchase.

The purchase of more than one machine usually reduces the unit price, and such discounts should be sought when several AEDs are purchased. Large organisations (e.g. a supermarket chain) buying many devices should consider a formal competitive procurement exercise as substantial savings can be made.

For many years the BHF has funded AEDs and continues to do so. Enquiries about how to apply and the criteria for successful applications should be through the BHF website [www.bhf.org.uk](http://www.bhf.org.uk) - search for 'Defibrillators Save Lives'. You will be directed to your local ambulance service who will be able to consider supporting your application; they will ask if you are a public access defibrillator site (PAD) or part of a community first responder scheme.

The BHF is clear that early defibrillation is part of the chain of survival which includes calling 999 or 112 in the event of witnessing a cardiac arrest in the community and commencing cardiopulmonary resuscitation as soon as possible. All these stages contribute to a successful outcome in cardiac arrest in the community.

## **11. Arranging training for responders**

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We have already seen that the crucial factor in the resuscitation of someone from VF is to provide a shock from an AED with the minimum of delay. Time should not be wasted if trained staff are not immediately available. Untrained people have used the devices successfully to save life and lack of training (or recent refresher training) should not be a barrier. Provided someone is prepared to use the AED they should not be inhibited from doing so.

There are advantages, however, of having a core number of appropriately trained personnel; training people to use an AED can be achieved quickly without major cost. Providers of training include the ambulance service, the first aid organisations (e.g. the British Red Cross, St John Ambulance, St Andrews and Royal Life Saving Society) and private training companies. Choice of training provider will depend on what is available locally, the numbers being trained, and the pre-existing level of expertise of the trainees. Clearly, skilled first-aid-at-work employees will usually need less training than those with no first aid knowledge or experience.

Increasingly, on-line or distance-learning programmes are being offered and may be used more widely in the future, particularly for refresher training. The Resuscitation Council (UK) has produced 'Lifesaver', an interactive app, which teaches CPR and BLS as an interactive educational programme. Lifesaver is available at [life-saver.org.uk](http://life-saver.org.uk) and can be played on a computer,



smartphone, or tablet. It is completely free and is a very useful educational resource for this type of training.

A detailed statement of [training requirements](#) is available on the Resuscitation Council (UK) website and many frequently asked questions are dealt with in the [FAQs section](#).

## **12. Installing the AED**

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The most important consideration is that those who might need to use an AED know where it is kept and how to access it quickly. No barrier should be put in the way of anyone collecting it when it is needed; it should not be locked away and inaccessible.

There is understandable concern that an AED in a public place may be at risk of theft or vandalism. Where there is a definite high risk that an AED may be stolen or damaged, any arrangements to protect it will almost certainly create delays in getting it to the person who is in immediate need of it. On the other hand an AED that has been stolen or damaged will be of no use to anyone. Our general advice is that AEDs should not be kept locked, but if the risk of theft or vandalism is considered significant, any protective measures must be accompanied by a reliable arrangement to minimize the delay in obtaining access when it is needed.

Most AEDs located in public places are kept in protective cabinets; the [standard sign for an AED](#) should be used to show where it is stored. Various types of cabinet are available offering different levels of security and weather-proofing. With many, the door is alarmed so that when the AED is removed an alarm is activated, but local circumstances will determine the need for this feature.

In the workplace, it is vital that all employees know that there is an AED present, where it is, and what it is for. Installing the standard sign for an AED nearby will help. Equally important is that everyone knows exactly what they should do to raise the alarm in the event of accident or sudden illness. Organisations with AEDs should consider having a formal policy to facilitate this.

AEDs should be located as close as possible to their most likely place of use. This will usually be determined by the layout of the building or venue and by the number of people at potential risk in each place. Security considerations may play an additional role. During the early implementation of the National Defibrillator Programme it was decided to place AEDs no further than two-minutes brisk walk from the places that they were likely to be used, and this precedent could act as a practical guide.

It is recommended that the local ambulance service is made aware that an AED is available at a particular location and whether it can be accessed at all times or only (for example) during office

hours; this information can help ambulance call-takers guide those initiating a resuscitation attempt.

### **13. Maintenance**

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Users of an AED are not expected to carry out any maintenance tasks other than replacing expired batteries, electrode pads, and other consumable items (razor, airway adjuncts, plastic gloves). Even then, the shelf-life of these (unused) is usually 3 - 5 years, so any maintenance tasks are infrequent. In all cases the manufacturer's instructions should be followed.

All currently available AEDs perform regular self-checks and if a problem is detected it will be indicated. In most cases they show this by a warning sign or light visible on the front of the machine. Those owning an AED should have a process in place for it to be checked regularly and frequently (ideally daily) for such a warning, and for appropriate action to be taken when necessary. If this task is delegated to individuals, allowance must be made to ensure that the checks are not neglected during absence on holidays, sick leave etc. Most manufacturers provide a replacement AED while one is removed for servicing, and the arrangements for this should be clarified and agreed during the process of buying the AED.

### **14. Event reporting and debriefing**

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When an AED is used, the electrocardiogram showing the heart rhythm and details of any shocks given are recorded on an electronic memory contained in the device. This information should be downloaded immediately after the event as the record can provide crucial information that may be needed to ensure that the patient receives the correct treatment afterwards. This downloading will usually be done by the ambulance service.

The process is usually straightforward with modern devices (merely connecting the AED to a computer) but details of how this is done should be clarified when buying the AED. Special software is usually required and is provided by the manufacturer. The need to have this at a location should be decided at the outset, preferably in conjunction with the ambulance service.

Debriefing for anyone involved in a resuscitation attempt, regardless of the outcome, is important. Arrangements for this should be made by those responsible for the medical supervision of the AED programme. In most cases, the ambulance service (who will already have been involved with the incident) will be able to advise.

## Appendix - Ambulance service contacts

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### East of England Ambulance Service

Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Norfolk and Suffolk

Tel: 01954 712400 ext. 8500

Email: [responderadmin@eastamb.nhs.uk](mailto:responderadmin@eastamb.nhs.uk)

Website: [www.eastamb.nhs.uk](http://www.eastamb.nhs.uk)

### East Midlands Ambulance Service

Derbyshire, Leicestershire, Rutland, Lincolnshire, Northamptonshire and Nottinghamshire.

Tel: 0115 884 5000

Email: [community.responder@emas.nhs.uk](mailto:community.responder@emas.nhs.uk)

Website: [www.emas.nhs.uk](http://www.emas.nhs.uk)

### London Ambulance Service

Greater London including the area enclosed by the M25

Tel: 020 7783 2366

Email: [defib@london-ambulance.nhs.uk](mailto:defib@london-ambulance.nhs.uk)

Website: [www.londonambulance.nhs.uk/defib](http://www.londonambulance.nhs.uk/defib)

### North East Ambulance Service

County Durham, Northumberland including Tyne and Wear, Darlington, Hartlepool, Middlesbrough, Redcar and Cleveland and Stockton-on-Tees.

Tel: 0191 2264013

Email: [firstresponder@neas.nhs.uk](mailto:firstresponder@neas.nhs.uk)

Website: [www.neambulance.nhs.uk](http://www.neambulance.nhs.uk)

### North West Ambulance service

Cumbria, Lancashire, Merseyside, Cheshire, Greater Manchester

Tel: 0845 0021999

Email:

Cheshire and Mersey: [rob.hussey@nwas.nhs.uk](mailto:rob.hussey@nwas.nhs.uk)

Greater Manchester: [david.mcnally@nwas.nhs.uk](mailto:david.mcnally@nwas.nhs.uk)

Cumbria and Lancashire: [christopher.hyde@nwas.nhs.uk](mailto:christopher.hyde@nwas.nhs.uk)

Website: [www.nwas-responders.info](http://www.nwas-responders.info)

### **South Central Ambulance Service**

Berkshire, Buckinghamshire, Hampshire and Oxfordshire.

Tel: 0800 587 0207

Email: [cfr@scas.nhs.uk](mailto:cfr@scas.nhs.uk)

Website: [www.southcentralambulance.nhs.uk](http://www.southcentralambulance.nhs.uk)

### **South East Coast Ambulance Service**

Brighton & Hove, East Sussex, West Sussex, Kent, Surrey, and North East Hampshire

Tel: 01737 363815

Email:

Kent: [kent.cfr@secamb.nhs.uk](mailto:kent.cfr@secamb.nhs.uk)

Surrey: [surrey.cfr@secamb.nhs.uk](mailto:surrey.cfr@secamb.nhs.uk)

Sussex: [sussex.cfr@secamb.nhs.uk](mailto:sussex.cfr@secamb.nhs.uk)

Website: [www.secamb.nhs.uk](http://www.secamb.nhs.uk)

### **South Western Ambulance Service**

Cornwall and the Isles of Scilly, Devon, Dorset, Somerset, Bath and North East Somerset, Bristol, Gloucestershire, Wiltshire, North Somerset, South Gloucestershire, Swindon

Tel: 01392 261646

Email: [responders@swast.nhs.uk](mailto:responders@swast.nhs.uk)

Website: [www.swast.nhs.uk](http://www.swast.nhs.uk)

### **West Midlands Ambulance Service**

Shropshire, Herefordshire, Worcestershire, Warwickshire, Staffordshire, Birmingham, Solihull, Black Country.

Tel: 01384 215555

Email: [cfrs@wmas.nhs.uk](mailto:cfrs@wmas.nhs.uk)

Website: [www.wmas.nhs.uk](http://www.wmas.nhs.uk)

### **Yorkshire Ambulance Service**

Tel: 0845 1203155

Email: [responders@yas.nhs.uk](mailto:responders@yas.nhs.uk)

Website: [www.communityresponders.yas.nhs.uk](http://www.communityresponders.yas.nhs.uk)

### **Guernsey Ambulance Service**

Tel: 01481 725211

Email: [dean.delamare@ambulance.org.gg](mailto:dean.delamare@ambulance.org.gg)

Website: [www.ambulance.org.gg](http://www.ambulance.org.gg)

**Isle of Wight Ambulance Service**

Tel: 01983 534111

Email: [ambulancehqadmin@iow.nhs.uk](mailto:ambulancehqadmin@iow.nhs.uk)

Website: [www.iow.nhs.uk/ambulance](http://www.iow.nhs.uk/ambulance)

**Scottish Ambulance Service**

Tel: 0131 314 0000

Email:

North: [scotamb.CommunityResilienceNorth@nhs.net](mailto:scotamb.CommunityResilienceNorth@nhs.net)

West central: [scotamb.CommunityResilienceWestCentral@nhs.net](mailto:scotamb.CommunityResilienceWestCentral@nhs.net)

East central: [scotamb.CommunityResilienceEastCentral@nhs.net](mailto:scotamb.CommunityResilienceEastCentral@nhs.net)

South: [scotamb.CommunityResilienceSouthEast@nhs.net](mailto:scotamb.CommunityResilienceSouthEast@nhs.net)

South West: [scotamb.CommunityResilienceSouthWest@nhs.net](mailto:scotamb.CommunityResilienceSouthWest@nhs.net)

Website: [www.scottishambulance.com](http://www.scottishambulance.com)

**Welsh Ambulance Service**

Tel:

North: 01978 366204

South: 02920 932917

Central: 08448 700222

Email:

North: [FirstResponder.North@ambulance.wales.nhs.uk](mailto:FirstResponder.North@ambulance.wales.nhs.uk)

South: [FirstResponder.South@ambulance.wales.nhs.uk](mailto:FirstResponder.South@ambulance.wales.nhs.uk)

Central: [FirstResponder.Central@ambulance.wales.nhs.uk](mailto:FirstResponder.Central@ambulance.wales.nhs.uk)

Public Access Defibrillation

02920 932917 [Adrian.Hooper@ambulance.wales.nhs.uk](mailto:Adrian.Hooper@ambulance.wales.nhs.uk)

Website: [www.ambulance.wales.nhs.uk](http://www.ambulance.wales.nhs.uk)

**Northern Ireland Ambulance Service**

Tel: 02890 400734


Email: [first.response@nias.hscni.net](mailto:first.response@nias.hscni.net)

Website: [www.niamb.co.uk](http://www.niamb.co.uk)




## Defibrillator Heart Restarter

Anyone can use it  
No training necessary




For an unconscious person  
NOT breathing normally



Call 999 → Start CPR → Switch on defibrillator → Follow its instructions

Resuscitation Council (UK)

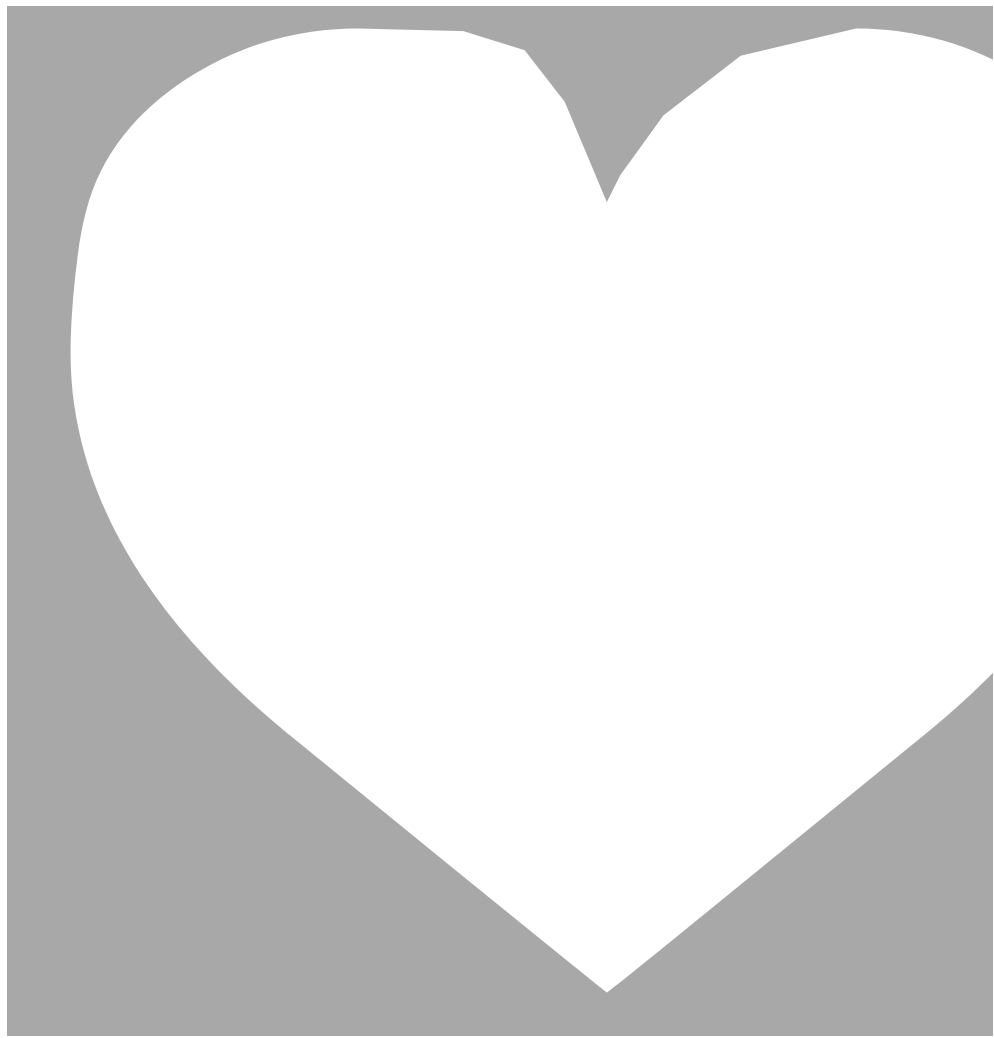


**Resuscitation Council (UK)**  
5th Floor, Tavistock House North  
Tavistock Square  
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# **Cardiopulmonary resuscitation, automated defibrillators and the law**

by

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*In this booklet, the term 'bystander' means a person who is present and able to help when someone collapses, or is found collapsed, as a result of a possible sudden cardiac arrest. Other terms such as witness, passer-by, family member, rescuer or first aider may apply equally well in certain circumstances.*





## Headline messages

- Up to 60,000 people die each year in the UK from sudden cardiac arrest (SCA).<sup>1</sup>
- Fewer than 1 person in 10 survives if SCA occurs out of hospital.<sup>2</sup>
- Cardiopulmonary resuscitation and the use of an automated external defibrillator significantly improve survival.
- Both can be delivered by untrained members of the public.
- Acting to help someone who has suffered SCA will greatly improve their chance of survival.
- The courts have always looked benevolently on those who have gone to the assistance of others.

<sup>1</sup> *European Heart Journal* (2001) 22, 1374–1450 doi:10.1053/euhj.2001.2824

<sup>2</sup> **RESUSCITATION TO RECOVERY** A National Framework to improve care of people with out-of-hospital cardiac arrest (OHCA) in England, 2017

## Executive summary

- The true annual number of deaths from sudden cardiac arrests (SCA) in the UK is currently unknown, but based on European data it is estimated to be around 60,000 per year.<sup>1</sup> However, we do know for sure that in England the ambulance service attempts resuscitation in around 30,000 cases annually.<sup>2</sup> Unfortunately, at present, fewer than 1 person in 10 survives when the SCA occurs out of hospital.<sup>2</sup> We need more bystanders to start immediate cardiopulmonary resuscitation (CPR) in cases of SCA to improve survival.
- CPR and the use of an automated external defibrillator (AED) can significantly increase survival chances in these circumstances if performed promptly. AEDs are often provided in public places and can be safely used by untrained members of the public while waiting for an ambulance.
- The likelihood of causing harm by performing CPR or using an AED is very small indeed. Nevertheless, there has been some concern that should an attempt to resuscitate someone having a suspected SCA result in harm, a legal claim could be brought against the rescuer. To date, there has been no reported successful claim to this effect.
- There are no statutory laws covering resuscitation but a potential liability could arise if a civil claim were brought by the victim, or their family, against someone on the grounds that intervention occurred without their consent and so constituted an assault and/or battery.
- In professional medical practice, there are two defences available to healthcare professionals. They include 'implied consent' (the assumption that if someone were conscious and able to make a decision, they would consent to the procedure) and 'necessity' (that the treatment is given in the best interests of the patient). While the defence of implied consent may not be as clear-cut if the rescuer isn't medically qualified, the defence of necessity may be available, provided the rescuer acts reasonably in the circumstances. For instance, it would be reasonable to carry out CPR and use an AED if no healthcare professionals were available.
- Section 5 of the Mental Capacity Act (England and Wales) 2005, which applies to people aged 16 and over, may also add weight to this defence. It suggests that if a passer-by goes to help someone believed to be having a cardiac arrest, they are not committing battery if they reasonably believe the person they are trying to help isn't mentally capable of giving consent for CPR and use of an AED, and that they believe it would be in the person's best interests to try to resuscitate them.



- A claim for negligence could be brought if it could be shown that a duty of care had been breached, leading to harm. In the UK, there is no legal obligation for others to help a person in need of resuscitation, provided they were not the cause of the person needing help. However, there are circumstances in which certain professionals, and people who have a particular relationship with the collapsed person, would be considered to have a duty of care. Also, once a bystander volunteers to help, they are then considered to have a duty of care to assist the person as far as they are able.
- Anyone who attempts resuscitation would only be legally liable if it could be shown that the intervention had left a person in a worse position than they would have been in had no action been taken. In the case of a cardiac arrest, this would be virtually impossible, since without intervention death is inevitable. Added to that, an AED will only send shocks if it detects a pattern consistent with a cardiac arrest. Someone could potentially be left worse off if CPR were carried out inappropriately, but this is highly unlikely. In this case, it would have to be shown that the standard of care were to blame and this would be judged according to the rescuer's training level.
- Third parties, such as first aid trainers, or organisations that provide training, maintain resuscitation equipment or administer the system under which rescuers operate, could also be potentially held liable. However, a claim would only be successful if the training were below standard, or equipment had not been correctly maintained, leading directly to harm.
- There is no UK legislation stipulating that AEDs must be provided in public areas, so not providing them could not result in a claim under statutory law. However, since their introduction, the use of AEDs by laypeople has been widely recommended in [international resuscitation guidelines](#). This has given rise to the concern that failing to provide an AED might lead to a claim for negligence under common law if a member of the public were to suffer a cardiac arrest on the premises. Each organisation should therefore consider assessing the pros and cons of AED provision.

<sup>1</sup> *European Heart Journal* (2001) 22, 1374–1450 doi:10.1053/euhj.2001.2824

<sup>2</sup> [RESUSCITATION TO RECOVERY](#) A National Framework to improve care of people with out-of-hospital cardiac arrest (OHCA) in England, 2017



## Introduction

Going to the aid of someone in a life-threatening situation is a perfectly natural, human response, which evidence shows improves survival chances. In recent years, however, there has been increasing concern that should an attempt to resuscitate someone undergoing a suspected cardiac arrest result in harm, a legal claim could be brought against the 'rescuer'. Understandably, this fear may make some people hesitant to intervene in an emergency.

The aim of this document is to clarify, as far as possible, the obligations and responsibilities of those who attempt the resuscitation of anyone suffering a suspected sudden cardiac arrest, and to provide guidance for organisations that are contemplating providing life-saving equipment and training for those who might use it. The advice is concerned primarily with resuscitation attempts made out of hospitals or other healthcare facilities and, while relevant to healthcare professionals, is particularly aimed at lay rescuers with modest or no first aid knowledge or training.

This document was originally published in 2000 as *The legal status of those who attempt resuscitation* and was revised in 2010. A thorough review was undertaken in 2017 by one of the original authors and a legal specialist in the field. Revisions have been incorporated to ensure that the advice remains as current and accurate as possible. We hope you find it helpful.

## Key facts about resuscitation

- Sudden cardiac arrest (SCA) is a significant cause of death in all developed western countries. In the UK, there are an estimated 60,000 cases annually, and in England, the ambulance service attempts resuscitation in around 30,000 cases per year.<sup>1,2</sup> However, at present, fewer than 1 person in 10 survives when an SCA occurs out of hospital.<sup>2</sup>
- Most cases of SCA are due to an abnormality of the heart's electrical rhythm called ventricular fibrillation. This is when the electrical impulses that normally control the heart become chaotic and uncoordinated, the heart stops beating and the circulation of blood stops. For any chance of survival, the condition must be recognised promptly and a procedure called defibrillation carried out within a critical time period.
- Defibrillation involves the use of a high-energy electric shock that stops the chaotic heart rhythm and allows the normal, organised, electrical rhythm of the heart to resume. This allows the heart to begin pumping normally again.
- The major reason so few people currently survive SCA is that defibrillation isn't provided quickly enough. For defibrillation to be successful, it needs to be carried out within a few minutes of the onset of ventricular fibrillation, although this period can be extended if a bystander provides cardiopulmonary resuscitation (CPR) without delay. Of course, this entails recognising that someone may have suffered SCA in the first place, calling the emergency services (999 or 112), and then performing CPR, which may be at the request and under instruction from a member of the ambulance control team.
- This basic first aid will maintain an oxygen supply to the brain and other organs and make it more likely that the heart can be re-started by defibrillation. The priority in the early stages is to provide chest compressions, and if a rescuer is unable or unwilling to provide rescue breaths, uninterrupted chest compressions should be continued. For further details, see the [\*\*Adult basic life support and automated external defibrillation guidelines\*\*](#).
- Nevertheless, the victim's chance of survival falls by around 10% with every minute that defibrillation is delayed. Only rarely are the emergency medical services able to attend and provide defibrillation early enough, so the best way of ensuring prompt defibrillation is for someone nearby to use an automated external defibrillator (AED) to deliver the shock that can often save a life. The strategy by which members of the public use an AED in this way has become known as public access defibrillation, or PAD.

## Key facts about automated external defibrillators

- Automated external defibrillators (AEDs) are compact, portable devices that can be easily taken to someone who has collapsed. Once it has been recognised that the collapsed person may have had a sudden cardiac arrest (SCA), the two adhesive pads (electrodes) connected to the AED must be attached to the patient's bare chest. Through these pads, the AED can both monitor the heart's electrical activity and deliver a shock. AEDs provide audible instructions and most models also provide visual prompts on a screen to help the rescuer perform the correct actions.
- The AED will analyse the heart's electrical activity and if it detects a pattern consistent with a cardiac arrest, will charge itself ready to deliver a shock. Using an AED in this way allows the provision of effective treatment during the critical first few minutes after SCA while the emergency services are on their way.
- Modern AEDs are very reliable and will not allow a shock to be given unless it's needed. They are, therefore, extremely unlikely to do any harm to a person who has collapsed with a suspected SCA. They are also safe and present minimal risk of a rescuer receiving a shock. AEDs require very little routine maintenance or servicing; most perform daily self-checks and display a warning if they need attention. Those currently offered for sale have a minimum life expectancy of 10 years. The batteries and pads have a long shelf life, allowing the AED to be left unattended for long intervals. More details about this are given in [A guide to automated external defibrillators \(AEDs\)](#).
- These features make AEDs suitable for use by members of the public who have little or no training, and for use in public access defibrillation schemes. Since 2000, AEDs have become available in many public places.
- Initially, there was some anxiety about making AEDs widely available in public places because they were to be used by people who were not medically trained. However, the strategy has proved to be very effective, saving many lives, while adverse events have been rare and complaints very few. The number of AEDs available has continued to rise, with many organisations now providing them. This in itself has led to certain legal obligations, which could result in liability if not followed. In addition, the use of AEDs has been so successful in some locations that the potential liability for not having one available has also been questioned (see *Responsibility to provide an AED in a public place*, page 21).



## **Possible grounds for a claim for damages**

Broadly speaking, there are two kinds of laws that must be followed in the UK: statutory laws, which are imposed by Parliament, and common laws, which have been built up over the centuries as a result of decisions made by judges in court.

There are no statutory duties relating to the field of resuscitation, but potential liability could arise at common law. This document will concentrate purely on civil liability and claims for compensation.

Although there have been a few cases in the UK when a claim for damages has been brought against a member of the public or a first aider who has attempted resuscitation, there have been no reported cases in which someone has successfully sued anyone who came to help them in an emergency situation.

In theory, a civil claim might be brought by the victim or their family against someone on the grounds that their intervention constituted an assault or – perhaps in cases in which the rescuer is a healthcare professional – constituted a breach of duty of care. However, it would be necessary to show that the actions of the rescuer had led to serious personal injury or death, which in the case of an SCA is highly unlikely.

## **A claim for assault and/or battery**

Despite the rescuer's good intentions, if an attempt to resuscitate someone were to cause harm, it's possible that the victim or their family could make a claim for assault and/or battery. These terms are often confused but they have slightly different meanings. However, it must be stressed that the likelihood of causing harm by performing cardiopulmonary resuscitation (CPR) and using an automated external defibrillator (AED) is very small indeed.

### **■ Understanding the terms**

Assault is classed as the threat of physical harm that reasonably causes fear of harm in the victim. If the victim has not actually been touched, but only threatened – or if someone has attempted to touch them – then the crime is assault.

Battery is the actual physical impact of force on another person. Force, in this instance, could include even light touching, if the person being touched hasn't given their consent to it.

### **■ How is this relevant to resuscitation?**

The physical contact involved in attempting resuscitation, either during CPR or with an AED, could clearly constitute battery since, if someone is in cardiac arrest and unconscious, they are not in a position to consent to being touched. So, a claim could potentially be brought against a rescuer for what is commonly known as assault but is more accurately described as battery in England, Wales and Northern Ireland. In Scotland, the term 'wrongful interference with the person' is used when physical contact is involved. It amounts to an assault, which may give rise to a civil claim in damages.

In order to succeed in a claim in any part of the UK, the victim or claimant doesn't have to show that they have suffered any actual physical harm, although it would be necessary to show this if they were to be awarded any more than minimal compensation.

### **■ Consent to treatment: the position of healthcare professionals**

In professional healthcare practice, it's not always possible for someone in urgent need of medical attention to give consent for emergency treatment, not least because they may be unconscious, confused, unable to communicate, or there simply may not be time. In this situation, healthcare professionals in the UK have two primary defences available to them.

1. **Implied consent** The justification is that if the person were conscious and able to make a decision, they would consent to the procedure.



2. **Necessity** The reasoning is that treatment without consent can be considered lawful if it is given in the best interests (or, in Scotland, for the benefit) of the patient; in other words, if it is necessary to save their life, to improve their condition or prevent deterioration.

Both of these defences could be comfortably applied in an emergency situation.

### ■ **Can these defences apply to other rescuers?**

Unfortunately, these defences aren't as clear-cut when it comes to rescuers who are not healthcare professionals, and the less well trained the rescuer, the harder they may be to justify.

For instance, it's harder to argue implied consent in the case of a minimally trained or even totally untrained person performing a procedure, even though it may be straightforward, automated and mechanical (an AED will only administer a shock when it detects ventricular fibrillation – a pattern consistent with a cardiac arrest). Similarly, while it may be harder to argue that treatment by a person who isn't medically qualified is in someone's best interests, we now know that bystander intervention greatly improves the chances of survival in sudden cardiac arrest (SCA).

However, the defence of necessity may be available to a non-professional rescuer, provided that they act reasonably under the circumstances. For instance, it wouldn't be reasonable for an unqualified person to act if a professional rescuer were present or arrived at the scene and offered to help. A bystander may continue to help but this would usually be under the supervision of a healthcare professional at the scene.

So, to sum up, given the importance of CPR and the simplicity, safety and effectiveness of the AED, an untrained layperson would be justified in using one in an emergency when a more qualified person is not available. This would certainly be in line with current [international](#) and [national resuscitation guidelines](#).

### ■ **The Social Action Responsibility and Heroism Act (England and Wales) 2015**

This [Act](#) was introduced to encourage 'volunteering and involvement in social action'. The Act requires that, when considering a claim brought for negligence or for breach of statutory duty, the court must have regard to whether the defendant was:

- acting for the benefit of society or any of its members
- demonstrating a predominantly responsible approach towards protecting the safety or interests of others
- was acting heroically.

While the intention of the Act may have been to foster social responsibility and encourage good citizenship, it has been criticised by prominent members of the legal profession who state that it adds nothing to the protection already provided by existing common law and that it may, in fact, erode the protection that already exists. Experience with the interpretation of the Act is lacking and it remains to be seen how the courts will apply it in the future.

## ■ **The Mental Capacity Act (England and Wales) 2005**

This **legislation**, passed in England and Wales, is fundamentally concerned with people aged 16 and over who 'lack capacity' – in other words are not mentally capable – of making decisions themselves due to an 'impairment of or disturbance in the functioning of the mind or brain'. It can be a permanent or temporary situation, and it obviously applies when someone has a cardiac arrest and needs resuscitation.

### **Care or treatment**

Section 5 of the Act is concerned with the care or treatment of another person.

It suggests that if a passer-by goes to the aid of someone believed to be having a cardiac arrest, the passer-by is not committing battery if:

- they reasonably believe the person they are trying to help isn't mentally capable of giving consent for the CPR and use of the AED, having taken steps to check this first
- they reasonably believe it would be in the person's best interests to try to resuscitate them.

However, this doesn't exclude the passer-by from being liable for negligence (see *A claim for negligence*, page 14).

To date, there have been no cases or articles discussing the application of Section 5 to the case of a medically unqualified person who attempts to resuscitate an unconscious person. However, the provisions of Section 5 may boost protection against an accusation of battery for someone attempting to help.

### **What are 'best interests'?**

What constitutes 'best interests' is defined in Section 4 of the Act. The legislation was clearly intended to apply to circumstances in which there is plenty of time available for a measured decision to be made, as it asks the rescuer to consider 'all the relevant circumstances', including a number of specific and detailed issues.

However, in reality it's highly unlikely that all of the stipulated information would be available to someone who attempts resuscitation of an unconscious person, possibly a stranger, in an

emergency situation. And even if the information were available, there would be insufficient time to consider all the details.

Fortunately, this is acknowledged in the code of practice that accompanies the Act, which states: ‘Sometimes people who lack capacity to consent will require emergency medical treatment to save their lives or prevent them from serious harm. In these situations, what steps are “reasonable” will differ to those in non-urgent cases. In emergencies, it will almost always be in a person’s best interests to give urgent treatment without delay.’ The code goes on to give an example of acting in an emergency.

### **Example of ‘best interests’**

Mrs Prior is mugged and knocked unconscious. She is brought to hospital without any means of identification. She has head injuries and a stab wound, and has lost a lot of blood. In the emergency department, a doctor arranges an urgent blood transfusion. Because this is necessary to save her life, the doctor believes this is in her best interests. When her relatives are contacted, they say that Mrs Prior’s beliefs mean that she would have refused all blood products. But since Mrs Prior’s handbag had been stolen, the doctor had no idea who she was or what her beliefs were. He needed to make an immediate decision and Mrs Prior lacked capacity to make the decision for herself. Therefore, he had reasonable grounds for believing that his action was in his patient’s best interests – and so was protected from liability.

From this example quoted in the code of practice, it seems unlikely that a rescuer would be expected to consider the best interests of a collapsed person in anything other than a very superficial way – that it’s reasonable to assume that most people who undergo SCA would wish to be resuscitated.

### **Advance decisions**

The Act also makes it clear (in Sections 24–26) that legally binding advance decisions to refuse treatment still apply in this situation, although in the real world, it’s very unlikely that a rescuer acting in an emergency would be aware of any such advance decision. However, if it became known that an advance decision to refuse treatment (ADRT) or a do not attempt cardiopulmonary resuscitation (DNACPR) recommendation were in place, then it should be respected.

### **■ Adults with Incapacity Act (Scotland) 2000**

In Scotland, the [Adults with Incapacity \(Scotland\) Act 2000](#) (paragraphs 2.40–2.42) makes provision for giving medical treatment to people who are incapable of making a treatment decision because of a mental disorder, or an inability to communicate due to physical disability. Part 5 of the Act sets out a procedure whereby a medical practitioner can certify incapacity and give medical

treatment. This procedure is unlikely to be practicable in cases where cardiac resuscitation is necessary, unless the person has already been assessed as incapable because of a condition such as dementia or a severe learning disability. However, the statutory Code of Practice makes clear that treatment can be given in emergencies under the general common-law provisions regarding implied consent and necessity.

### ■ **The Mental Capacity Act (Northern Ireland) 2016**

The Mental Capacity Act for Northern Ireland (NI) was passed in 2016, but at the time of writing it is uncertain when this will come into force. Currently in an emergency situation, the common-law defence of necessity, which provides protection for necessary treatment given in the best interests of the patient, applies. When the Mental Capacity Act is fully in force, the position will remain the same, as Section 9 provides that a lack of consent is not a basis for liability if the actions are in the patient's best interests.

## A claim for negligence

For a claim for negligence to succeed, a claimant would have to show that the rescuer owed them a duty of care, which was breached, leading to avoidable harm.

### ■ Who has a duty of care?

In the UK, there is generally no legal obligation for others to help a person in need of resuscitation, provided they were not the cause of the person needing help. This applies equally to laypeople and healthcare professionals who are not on duty. In other words, you are not liable for failing to act in an emergency, and don't automatically have a duty of care to that person.

However, the situation may be different for certain professionals, as well as people who have a particular relationship with the collapsed person. This may include:

- a doctor or nurse responsible for the health and wellbeing of a patient under their professional care
- ambulance staff dispatched to attend a particular incident
- a trained responder or first aider in a workplace setting because they have willingly taken on this role as part of their employment. This will have involved training to an approved standard in a specified list of competencies.

### ■ What about volunteers?

Although a bystander has no legal obligation to act, once someone volunteers to help, they assume a duty of care towards the person in need. This applies both to off-duty healthcare professionals and lay members of the public.

Regardless of the circumstances, anyone who attempts resuscitation would only be legally liable if the intervention leaves a person in a worse position than they would have been in had no action been taken. In the case of a sudden cardiac arrest (SCA), it is difficult to see how a volunteer rescuer's intervention could leave someone worse off, since without intervention death is inevitable.

Added to that, if an automated external defibrillator (AED) is being used, it will only deliver a shock when its sophisticated electronic algorithms detect ventricular fibrillation, a pattern consistent with cardiac arrest; since patients in this state are clinically dead, again it is difficult to see how the appropriate use of this device by a bystander could make the situation worse.

## ■ **When intervention could cause harm**

However, if resuscitation is carried out without an AED, it's slightly easier to envisage how an intervention could potentially leave someone in a worse state.

For example, if a rescuer inappropriately performed chest compressions, this could result in damage to the chest wall or underlying organs, although in practice, important injury is very unlikely. If the person turned out not to have been having a cardiac arrest, this intervention would have left them in a worse position than if nothing had been done.

It's possible that the family of someone who had been revived by resuscitation, but left in a permanent vegetative state, might attempt to pursue a rescuer for damages on the grounds that they had been left worse off as a result of their intervention, arguing that it would have been preferable if they had died. Such an outcome is extremely unlikely, but legally and as a matter of public policy, this type of argument, known as a claim for 'wrongful life', is unlikely to succeed.

## ■ **The standard of care**

If someone could show that a rescuer owed them a duty of care and that, as a result of the rescuer's intervention, they had been left in a worse position than if there had been no intervention, the claimant would still have to show the court that the standard of care employed had been negligent. They would also have to show that this negligent care was the reason for them being in a worse state of health than they would have been otherwise.

Naturally, the standard of care expected would vary according to level of training. For instance, a member of the general public with no training wouldn't be judged by the same standards as a trained responder, and a trained responder wouldn't be judged by the same standards as a healthcare professional. Rest assured, the court would make a judgment appropriate to the level of expertise of the defendant.

### **Healthcare professionals**

The bottom line here is that, provided resuscitation procedures are performed correctly and in accordance with current guidelines, it's unlikely that a successful claim could be brought. Liability is only likely to arise if procedures are carried out incorrectly, or in inappropriate circumstances, and with disregard to accepted practice and guidelines.

### **Trained responders**

A trained responder, such as a first aider, would not be expected to employ the same standard of care as a healthcare professional. Liability would only arise if the standard of care employed fell below what could reasonably be expected of a responsible person in the rescuer's position.

If an action were brought, the court would be likely to take into consideration the fact that the trained responder had a skill (having been trained in resuscitation), but would also acknowledge the fact that the rescuer was a volunteer and not a healthcare professional. If the procedure were performed correctly and in accordance with current first aid practice and guidelines, it's unlikely that a successful claim for negligence could be brought. However, if the procedure were carried out incorrectly, with disregard for modern accepted practice and current recommendations or because skills had not been kept up-to-date, it is possible that liability could arise.

### **Case study example: Cattley v St John Ambulance Brigade (1988)**

This was a rare case, not officially published in a law report, of someone suing a volunteer due to the standard of care they received. First aiders from St John Ambulance came to the aid of a teenager who had been taking part in a motorcycle-scrambling event and had fallen off his motorbike. He claimed that his spinal injuries had been made worse by the fact that he was made to walk after treatment by first aiders at the trackside.

However, the judge held that if, in any situation, the first aider follows the guidance in the first aid manual with the skill normally expected of a first aider, they are not negligent. This had been the case, even though the advice on the management of spinal injuries in the Brigade's manual was criticised and has since been updated.

### **An untrained layperson**

A member of the public with no special resuscitation training would only be considered negligent if they performed an act that a reasonable person in their position would not have done in the same situation, or if they omitted to do something that a reasonable person would have done. So, the standard by which a layperson would be judged is lower than that of a first aider.

### **Case study example: Day v High Performance Sports Limited (trading as Castle Climbing Centre) [2003] All England Reporter (D) 364**

The claimant was climbing on the wall of the defendant's climbing centre when she realised that she was not secured with ropes as she had thought. The duty manager was nearby and decided that the best solution was to give instructions to a nearby climber, who was relatively inexperienced, as to how to rescue her. Before this was complete, the claimant fell and suffered serious brain damage. The claimant maintained that the method of rescue decided upon was inappropriate.

The judge reiterated the principle that 'there is no duty to attempt a rescue but that once active steps have been taken a duty of care has been assumed'. The judge also differentiated between errors of judgment and negligence. He emphasised the fact that in this case the duty manager had been acting in an emergency situation and had to make a decision very quickly. The judge found that if the duty manager made an error, it was an error of judgment in difficult circumstances rather than negligence.

So, it seems clear that when someone is acting in an emergency, this will be taken into account by a judge when determining whether they acted reasonably or were negligent.

### **Weighing up a rescuer's liability**

A person who attempts resuscitation would only be liable for damages if their intervention is negligent and its negligence directly leads to an injury that wouldn't otherwise have happened, or if it makes an existing injury worse. In the circumstances of cardiac arrest, when the victim would almost certainly die without resuscitation, the risk of incurring such liability is extremely small.

On the other hand, if a resuscitation procedure is carried out negligently and this is proven to result in an injury, a rescuer may be held liable for substantial damages if the standard of care they employed fell below what could be reasonably expected of them, considering the circumstances and their training level. This applies to healthcare professionals, volunteer first aiders and to unskilled members of the general public.

## **■ How the law applies to children**

### **Assault and/or battery**

Most of what has been already stated regarding a claim for assault and/or battery also applies to children. However, the defence of implied consent may operate differently, depending on the child's age, as they may be too young to give consent for a medical procedure. In this case, it would be the parents or legal guardians who would need to consent. If they were unavailable, it's likely that implied consent could be assumed.

If a child had suffered a cardiac arrest and their parents were present and were refusing to allow a bystander to use an AED on their child, it would be difficult to argue that implied consent is applicable. However, in this case, necessity could be argued as a defence. The law is clear that doctors can act in an emergency to protect a child's life or health without parental consent on the basis (and defence) of necessity. But whether or not this can be extended to other healthcare professionals, or indeed to unqualified bystanders, is not clear.

### **The age of consent for medical treatment**

In England, Wales and Scotland, anyone aged 16 or over is entitled to consent to their own treatment unless there is significant evidence to suggest that they are not mentally capable of understanding the issues. In Northern Ireland, although the legal age of capacity is 18, those aged 16 and 17 are allowed to consent if they are considered capable of making their own decisions.

In all parts of the UK, those aged under 16 can sometimes give consent to medical treatment if they are believed to have enough intelligence, competence and understanding to appreciate fully what is involved in their treatment. However, competence must always be formally assessed.



### **The Mental Capacity Act (England and Wales) 2005**

As stated previously, the Mental Capacity Act 2005 doesn't apply to those under the age of 16 so it can't be used as a defence by a rescuer.

### **Negligence**

The section on negligence above also applies when the victim is a child.

### **■ Liability of third parties**

If a rescuer performs a procedure negligently, leading to injuries, third parties could also be sued for damages either in addition to, or instead of, the rescuer. Third parties who may potentially be liable include those who:

- train rescuers in resuscitation techniques
- provide or maintain resuscitation equipment
- administer the system under which rescuers operate.

It is currently impossible to provide definitive guidance as to how a court would determine the liability of an organisation that had provided an AED and/or training in its use.

### **The Resuscitation Council (UK)**

In the UK, the Resuscitation Council (UK) publishes or endorses guidelines for anyone attempting resuscitation. These guidelines, in turn, are based on internationally agreed evidence for the effectiveness of every procedure recommended. These recommendations are followed by virtually all professional healthcare workers, voluntary aid societies, and other first aid groups. It could be argued that, although the rescuer performed the recommended procedure correctly, the resuscitation procedure was in itself flawed and the Resuscitation Council (UK) should, therefore, be liable for consequential injuries.

However, if the recommended procedure itself is considered acceptable by a responsible body of medical opinion – even if it's a minority body – this argument would fail. This would be the case even if it could be shown that there is another body of opinion that takes a contrary view. As a result, it's extremely unlikely that the standards and guidelines employed and taught in the UK could be successfully challenged.

### **Training bodies**

Hospitals and other healthcare organisations that run resuscitation training courses for their staff – for instance, ambulance services – might indirectly be held liable if their resuscitation trainers teach a procedure that hasn't been approved by a responsible body of medical opinion, or if they teach

an approved procedure incorrectly. But, provided their teaching is correct and in accordance with Resuscitation Council (UK) guidelines, it is, for the above reasons, difficult to imagine that a claim could be pursued successfully.

The same principle applies to other bodies carrying out resuscitation training, whether in the voluntary sector or as commercial first aid training organisations. Training agencies such as hospitals have a duty to train people properly and, if they breach this duty by training someone incorrectly or by certifying an incompetent trainee as competent, they could be held liable for any harm suffered as a result.

## ■ How to avoid liability

The best way to avoid personal liability is to follow good practice. This means:

- acting in good faith for the benefit of the person with SCA to improve their chance of survival
- following instructions from 999 dispatchers, from the AED or from a volunteer professional at the scene
- following the guidelines recommended by authoritative bodies such as the Resuscitation Council (UK), both in the teaching and practice of resuscitation techniques
- keeping training up-to-date
- using the correct equipment recommended for the procedure and keeping it well maintained in accordance with the manufacturer's recommendations.

## Check your insurance

Insurance cover may vary according to circumstances such as where and when resuscitation takes place, so it's important to check.

**Bystander rescuers** No insurance would be expected or needed for lay members of the public carrying out benevolent intervention in good faith.

**Healthcare professionals** Many healthcare professionals will enjoy some form of protection from legal liability through NHS indemnity schemes, but often such indemnity only covers them while they are actually carrying out their role within the NHS. For instance, it may not extend to practice out of NHS premises, and it's down to each individual to be sure of the extent of their cover, particularly when volunteering for first aid duties outside their normal place of work.

**Trained responders** The same principle applies to trained responders or first aid organisations, which may have indemnity cover for their members while they are employed on the duties of the

respective organisation. This cover may not necessarily apply at other times. Personnel who provide trained responder or first aid services without such cover should obtain private indemnity insurance.

**Resuscitation trainers** Those who are employed by hospitals are likely to be covered by their employers' insurance or NHS indemnity schemes. As we have seen, a hospital may indirectly be held liable if a trainer teaches a procedure incorrectly or teaches a procedure not recommended by a responsible body of medical opinion. It is a potential risk for which NHS employing authorities should be adequately insured.

Trainers who are insured by hospitals would probably not be covered by their employers' indemnity insurance if they teach outside their employment. In this situation, they may be covered by other insurance, such as that held by the voluntary aid body or other organisation for which they might be teaching.

Private indemnity insurance may be appropriate for bodies, such as private first aid training companies, that undertake training outside such arrangements. Again, it is the responsibility of individual trainers to ensure that they are protected by providing a high standard of training in accordance with up-to-date guidelines and by having adequate indemnity cover. All organisations that teach first aid and resuscitation techniques, including the use of AEDs, should ensure they have appropriate insurance policies to cover the acts of their trainers and those trained by them.

## **Responsibility to provide an AED in a public place**

There is no current legislation in the UK stipulating that automated external defibrillators (AEDs) must be provided in public areas, so not providing them couldn't result in a claim under statutory law. However, in the years since their introduction, the use of AEDs by the public has proved very successful and has become a strategy widely recommended in international resuscitation guidelines. This has given rise to the concern that failing to provide an AED may lead to a claim for negligence under common law if a member of the public were to have a cardiac arrest on the premises.

### **■ Where are AEDs currently provided?**

Once AEDs became commercially available, they were initially used in hospitals, by the statutory ambulance services and by first aid organisations. Thanks to programmes such as the one led by the British Heart Foundation, AEDs were subsequently provided in busy public places by government-led initiatives that first concentrated on large transport centres such as airports and major railway stations. Later provision included sports arenas, large shopping centres and schools. Many other organisations have acted on their own initiative to make the equipment available. So far, there have been no cases in the UK brought against those who have not equipped themselves with AEDs.

### **■ Potential liability**

In the UK, there can be liability in negligence for failing to take appropriate safety precautions on your premises. This happened in the case of *Lips v Older* (2004, All ER (D) 168), when a landlord was found to be negligent for not arranging for a handrail to be put up by a low wall running along the edge of a path with a 9ft drop into a basement area. As a result, a tenant fell and was injured.

Whether or not precautions are appropriate would depend on the cost versus the benefit of the precaution. When considering the benefit, it's important to weigh up the chance of harm, the severity of the potential harm, and the vulnerability of potential victims. In this and similar cases, the hazard was in the structure of the premises, but it could be seen how in the future certain types of premises would be considered defective if they were not equipped with AEDs in the same way as if fire extinguishers were not made available.

### **■ Assessing the risk**

To assess whether you need to supply an AED, it's important to consider who uses your facility and in what circumstances. How likely are the people who use your facility to have a cardiac arrest? Obviously, the severity of potential harm is very high in the case of a cardiac arrest. To help you do this, take a look at our [risk assessment procedure](#).

## ■ Cost and training considerations

The cost of purchasing an AED and training staff to use it may be considerable. However, when looking at the cost, a lack of resources would not be considered a reasonable defence. Failing to adopt common practice can be strong evidence that appropriate precautions were not taken. When an AED is provided in a workplace and used by a member of staff, it becomes work equipment to which the [Provision and Use of Work Equipment Regulations 1998](#) in England, Wales and Scotland (1999 in [Northern Ireland](#)) apply. Failure to maintain the equipment or to train your staff in its use would be a breach of the regulations by the employer.

It may be possible to use this basis of liability to make a claim against an organisation that did not equip itself with AEDs. For such a claim to succeed, it may well have to be shown, at the least, either that the people who generally used the organisation's premises were at a particular risk of cardiac arrest – so there was a fairly high risk of potential harm – or that it was common practice among such organisations to have an AED available. An example could be a gym or health club – facilities where cardiac arrests have been reported with some frequency. Many have now been equipped with AEDs and many lives have been saved as a result. Some countries and US states now require health clubs to be equipped with AEDs.

## **Acknowledgements**

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*The 2000 and 2010 editions were written jointly by Michael Colquhoun and Edward Martineau.*

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**Resuscitation Council (UK)**

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# Centre Review, Relocation, Merger & New Build

## CONTENTS



### Foreword & Introduction



### Some Considerations



### Centre Review



### Centre Plan - Decision Making



### Relocation & Merger



### New







### Foreword

It is almost inevitable that, from time to time, the continued operation of a Masonic Centre or Centres will appear to be unsustainable. Ongoing viability will, in all probability, be identified by the Centres themselves, but the Provincial Grand Superintendent of Works will be well placed to advise, having a broader view of what is and is not sustainable across the general area, and a knowledge of whether a beneficial interface with other local lodges is a possibility.

### Introduction

The Province (and the Provincial Grand Superintendent of Works) will be available to provide support when requested by the Masonic Centre(s) management.

It is recommended that Centres maintain a rolling business plan and complete a [Masonic Centre Review & Information Register](#), sharing this and working with the Province to maintain a thriving and sustainable proposition.

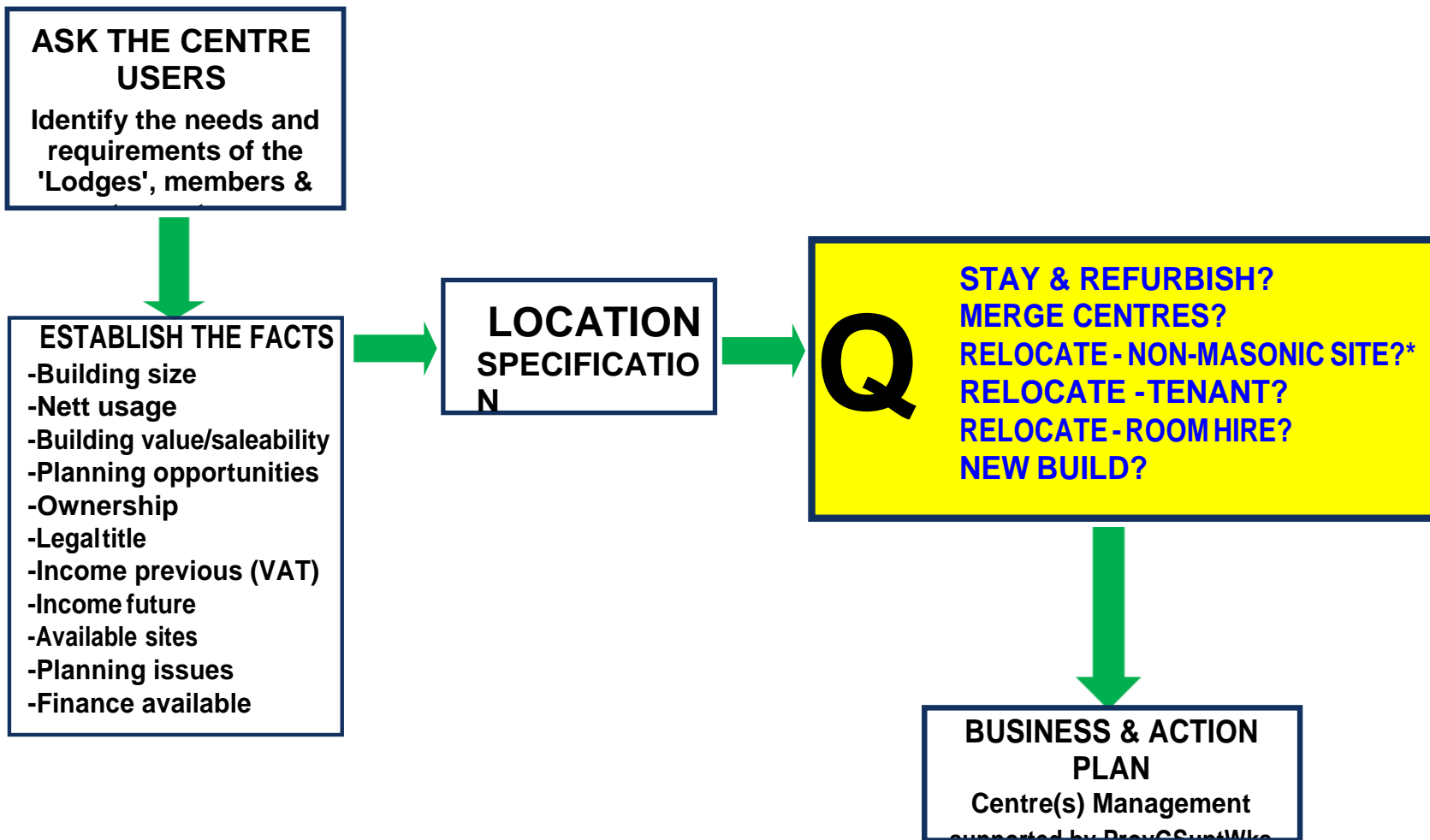
In an ideal world the Province would be able to develop a 'Domesday Book' of Masonic Centres, which would enable sharing of best practice and benchmarking 'centres of excellence'.

[The Guidance Notes](#) section will provide great support in the effective planning and decision-making process that Masonic Centres' management will undertake.

### Some Considerations

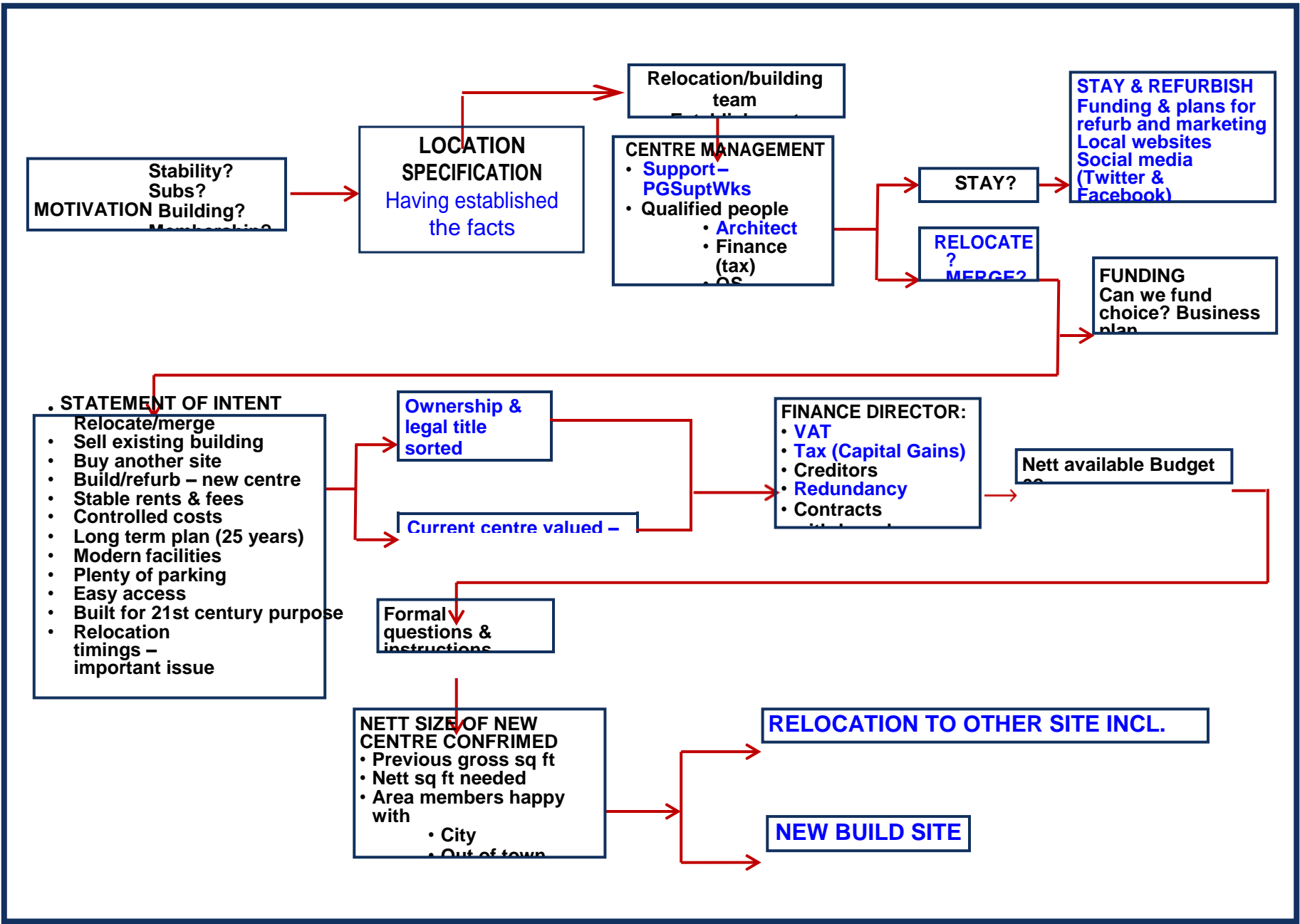
- Individual Lodges must ensure that appropriate changes are made to their by-laws, when relocating to an alternative centre, which must be approved by the Province. In the short-term, if the by-laws have not been passed, a dispensation will need to be obtained from Province for every meeting held in a location other than that specified in their by-laws.
- When relocating to a non-Masonic building consideration needs to be given to change of use and planning permissions.
- Centre management should always engage the appropriate qualified legal advice.
- Ensure you have the support of the vast majority of Masons affected by the relocation as otherwise projected income figures may well become unsustainable.
- Significant delays encountered during relocation can result in the loss of regular commercial business, if those customers are unable to depend on the ready availability of the premises. This can adversely affect the costings contained within the Business Plan.
- In any new venture or move to a new location, it is necessary to plan for a slow start-up or a drop in business, until the new venture is established. Be aware that new business will not necessarily be there on day one and plan accordingly.
- If relying on external/commercial business, ensure that it exists and can be captured in due time. Attention needs to be given to location, price and competition.
- Although adequate funding will no doubt have been put in place by the [Steering Team](#), there is a natural tendency to err on the side of upgrading specifications as the work progresses without sufficient attention to budget with resultant overspend.
- There should be a structured Project Team, comprising qualified members, with a set reporting structure. However well-meaning a Freemason may be, he cannot manage a team without the necessary skills. This applies not only to [Relocation](#) but also to the day to day running of any Centre as a business in a professional manner.

- It is very important, as soon as closure or merger is contemplated, that external tax advice is obtained. Under certain circumstances [Capital Gains Tax](#) on the sale of a building can be deferred (rolled-over) or, if the proceeds are given to a Provincial Charity, avoided completely
- If given to a Provincial Charity, the funds cannot, of course, be used for development purposes. However, a loan can then be made to assist the development provided the Charity's regulations so permit, and the loan is made on arms-length terms (interest, security and term) or is an 'approved charitable loan'. Again external legal advice – taken early - is also essential



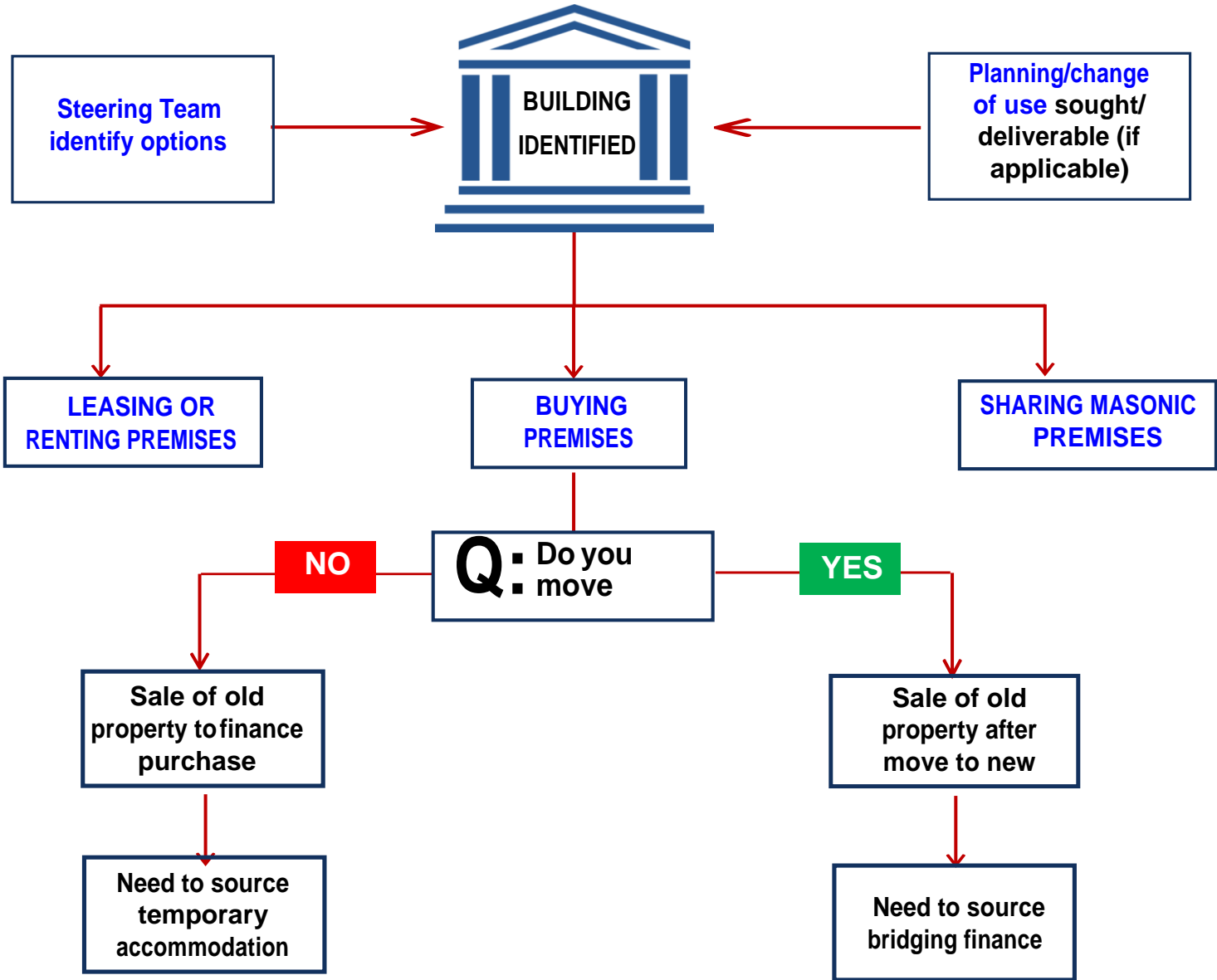
\*may need to consider change of use & planning permissions for non-Masonic sites

# CENTRE PLAN - Decision Making



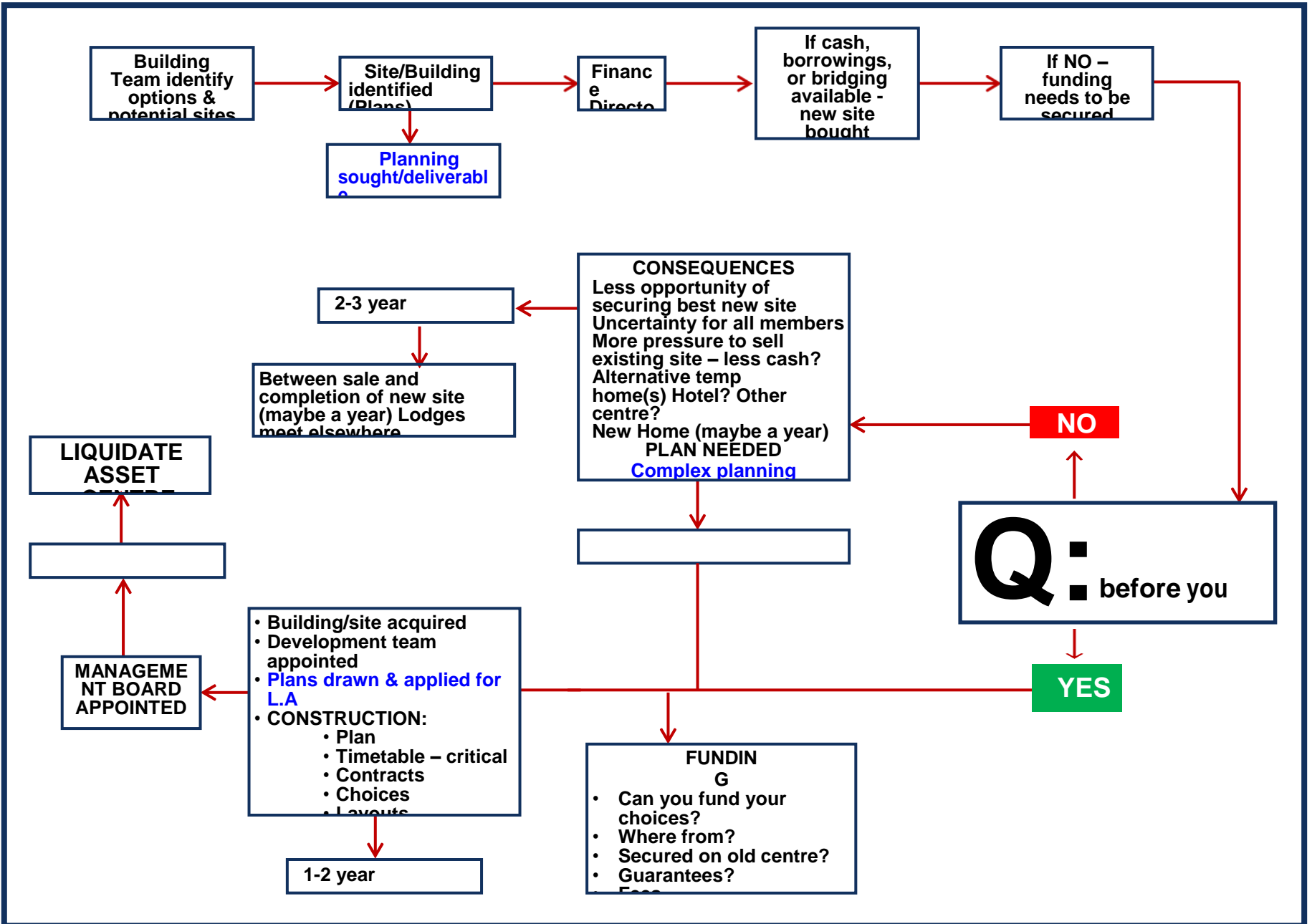


# RELOCATION & MERGER





# NEW BUILD



# Guidance Notes for Refurbishment

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### 1. Introduction – Purpose



### 2. Current Status – Understanding the



### 3. The



### 4.



### 5. Cost Saving



### 6. Marketing &



### 7. Expenditure – Refurbishment



### 8. Collaboration



### 9.



### Success Stories



HarrogateMasonicCentre

Pelham Suite, Grimsby

Glenmore House, Surbiton

The Square - Upminster

### Appendix 1 - Cutting Energy Costs



## 1. INTRODUCTION - Purpose



- A Masonic Centre which is the envy of the community and which provides a quality home to Freemasonry and its members.
- A building to be proud of and somewhere that can confidently be shared with families and in turn encourage friends and associates to join the organisation.
- A facility that is operating on a firm financial basis.
- A facility that may also be used, where appropriate, for non-Masonic functions and activities, as well as by other Masonic orders.

NB Freemasons meet “as a Lodge” and not “in a Lodge” although many Masonic Centres are known as “Masonic Lodges”. This is important in understanding how the non-Masonic world views our meeting places and can contribute to income streams and usage, especially if it is intended to be of use for non-Masonic events.

## 2. CURRENT STATUS – Understanding the challenge



An analysis and review process needs to be undertaken of each Masonic Centre to evaluate the current state of ‘health’ – this may ultimately involve part of the decision making process for [potential new builds and relocations](#). This must include the following elements:

- The building should be sound safe and clean. [Facilities for the disabled](#) are a legal requirement not a luxury.
- High standards of cleanliness and presentation. This is especially important with regard to toilets and kitchens and even more critical if we expect ladies to attend.
- Many centres are cleaned and maintained by enthusiastic members whilst others outsource these essential requirements.
- Correct certification for [Electric](#) and [Gas Safety](#), Fire Escape signage and working alarms.
- Kitchens MUST display [Health and Hygiene certification](#) and it is a legal requirement to display a current Insurance Certificate and a Health & Safety at Work poster.
- Security particularly with respect to Masonic equipment, banners, paintings memorabilia etc. [Buildings Insurance](#) covering all these areas is relatively inexpensive and there are specialist [Masonic insurance companies](#) available.
- Staff welfare and care. They will set the tone of the ‘customer experience’, and the staff must be there to provide a high standard of service.
- Review current contracts, such as [energy providers](#), where cost savings need to be constantly under review.
- Good quality, reasonably priced food offering, served in an appealing environment.
- Family friendly facilities.
- Comfortable and welcoming bar facilities with a good product range (including soft drinks and quality tea/coffee range) and excellent customer service.
- Some are licensed and have a full bar with staff whilst others just allow brethren to serve drinks that are purchased solely for the meetings – it is imperative that we comply with licensing laws.
- Décor that is welcoming and compatible with non-Masonic events.
- Local competition – how does the centre compare?
- Availability of on-site parking.
- Deploy best practice and other initiatives and successful arrangements from other local centres.
- Consider installing free to use wi-fi access to internet broadband and the provision of suitable sound and vision equipment, which will benefit and attract many customers and members.
- Install [credit/debit card readers](#), which are vital in an increasingly cashless society.



- Administration - managed by a single lodge, a committee formed from several lodges or a board of directors of a limited company or a company limited by guarantee? Legislation also varies in each of these models including financial/fiscal matters and reporting. Refer to the ['Ownership & Financial Governance'](#) guidance.
- Where appropriate, is the Board of Directors made up of 'functional' members – passengers cannot be carried.
- Proper [governance](#).
- A sustainable business plan.
- Marketing plan.
- Invite the wives/partners of members to view some internal aspects of the buildings and advise on improvements which could and perhaps should be made. They are likely to provide an antidote to the 'it'll do' attitude of some members.

Any review and status update of Masonic Centres will benefit from the following analysis tools:

- [SWOT analysis](#)
- [Centre Overview](#)
- [Masonic Centre Review & Information Register](#)

### 3. THE CHALLENGE



Does refurbishment need to be undertaken to fulfil the requirements of a sustainable Masonic Centre, and how might this be funded? Additional [income streams](#) are a clear area of opportunity, but may well rely on refurbishment to enable them to be achieved.

### 4.



- Many Masonic buildings are located in town centres and may be of significant architectural value to the community. In such cases applications could be made for financial assistance to protect the fabric of the building, either from the local authority themselves or indeed the Lottery heritage funds that are allocated for such projects <https://www.hlf.org.uk/looking-funding>
- Some Provinces have [buildings funds](#) which may also offer grants and/or loans.

### 5. COST SAVING OPPORTUNITIES



- Look at an amalgamation meeting model, where large and small Lodges meet on the same dates to ensure that the capacity of the centre is fully utilised.
- Opportunity to develop more 'daylight' Lodges.
- Identify days and day parts that are under-utilised and look to offer these appropriately.
- Approach breweries for funding and support.
- Review current [insurance costs](#) – there are very competitive providers available.
- Review [procurement practices for goods and services](#), including [energy](#). There may be group discounts available if working with other centres.
- Cutting energy costs is likely to be a real opportunity - the [utilitywise](#) guide '[Energising Retailers](#)' has some useful generic tips, even if it is not specifically targeting premises such as Masonic centres.

## 6. MARKETING & PROMOTION



- Set up a centre website and social media offering e.g. [Facebook](#), [Twitter](#), [Linked In](#).
- Ensure that the centre is promoted on individual Lodge and Province websites (including other orders).
- At shows and events.
- Capture customers email addresses and use the database to do email marketing for events - but make sure that you have full 'marketing consents'.

## 7. EXPENDITURE – Refurbishment



Projects need to enhance the buildings and should prioritise:

- Identify volunteers (preferably include individuals who have expertise in the areas to be addressed.) Manage the expenditure on professional trades for the skilled jobs but also approach retired, or even active members who may complete the work at a more advantageous rate.
- Establish a specialist support group – skills register (which may also be held by the Province).
- Invite ideas from members and their partners and get them involved.
- Create “maintenance gangs” from younger members instead of paying out to professional organisations for unskilled services.
- Provide the tools for the job e.g. new combination ovens and kitchen equipment for improved dining etc. Crockery, cutlery, chairs that will enhance the whole dining experience.
- Conferencing: supply materials, overhead projectors and screens, flip charts. Include in a package price for refreshments and simple lunch menus.
- Toilets - would your wife or partner approve the centre’s facilities?
- Survey your members/users – what do they want from their centre?

## 8. COLLABORATION



Consider the possibility of a group of Masonic Centres retaining their own meeting facilities but centralise the resources into one principal location/centre. For example:

- Joint fund a state of the art kitchen at a chosen location which has all the modern catering facilities in one place.
- Franchise a contract for a company or individual chef to prepare and transport out festive boards to as many lodge rooms as feasible who become part of the franchise.
- Such arrangements have proved to work within a 50 mile radius.
- This eliminates all the licencing, storage and staffing costs. Only a facility for re-heating at the smaller centres (finishing kitchen).

## 9.



- Ultimately ‘overseen’ by a [Provincial Grand Superintendent of Works](#) who should have the appropriate ‘functional’ expertise and be in place for a minimum tenure of five years.
- Online access for Masonic Centres to reference information, help and support.

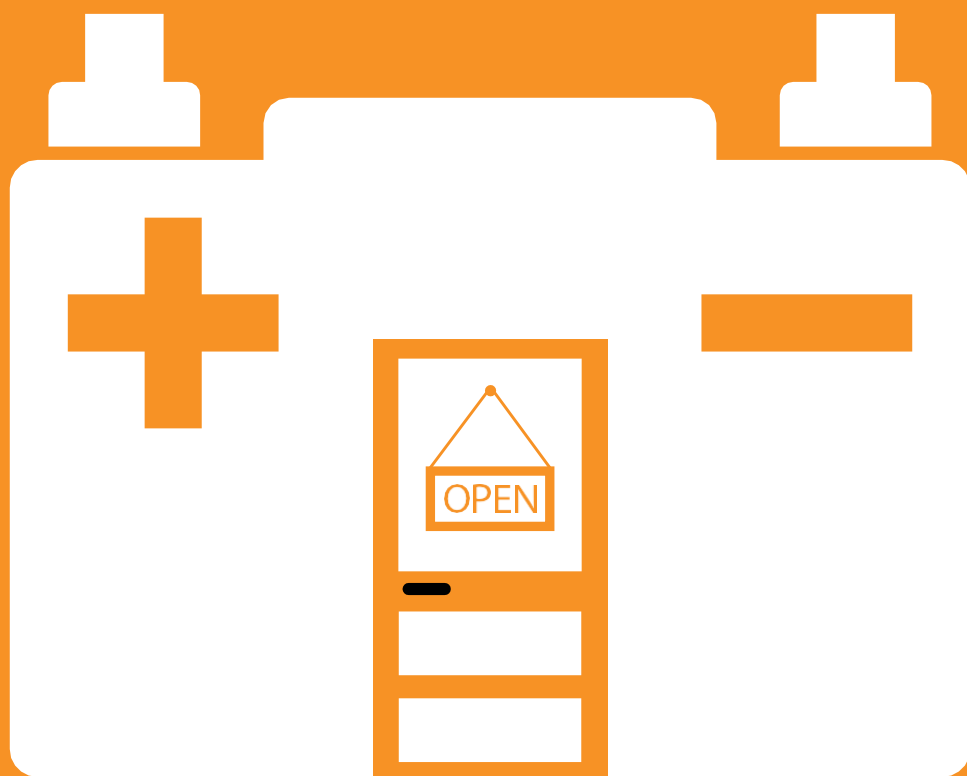
## SUCCESS STORIES



- [Harrogate Masonic Centre, Pelham Suite \(Grimsby\), Glenmore House \(Surbiton\), The Square \(Upminster\)](#)

utilitywise 

# energising retailers



## Introduction

*Change in retailing is common, but continual flux is causing a crisis. Many stores in the UK are struggling to exist as the sector is buffeted by mounting costs caused by waves of change: from morphing shopping habits to the introduction of the National Living Wage, and now rising import prices post-Brexit.*

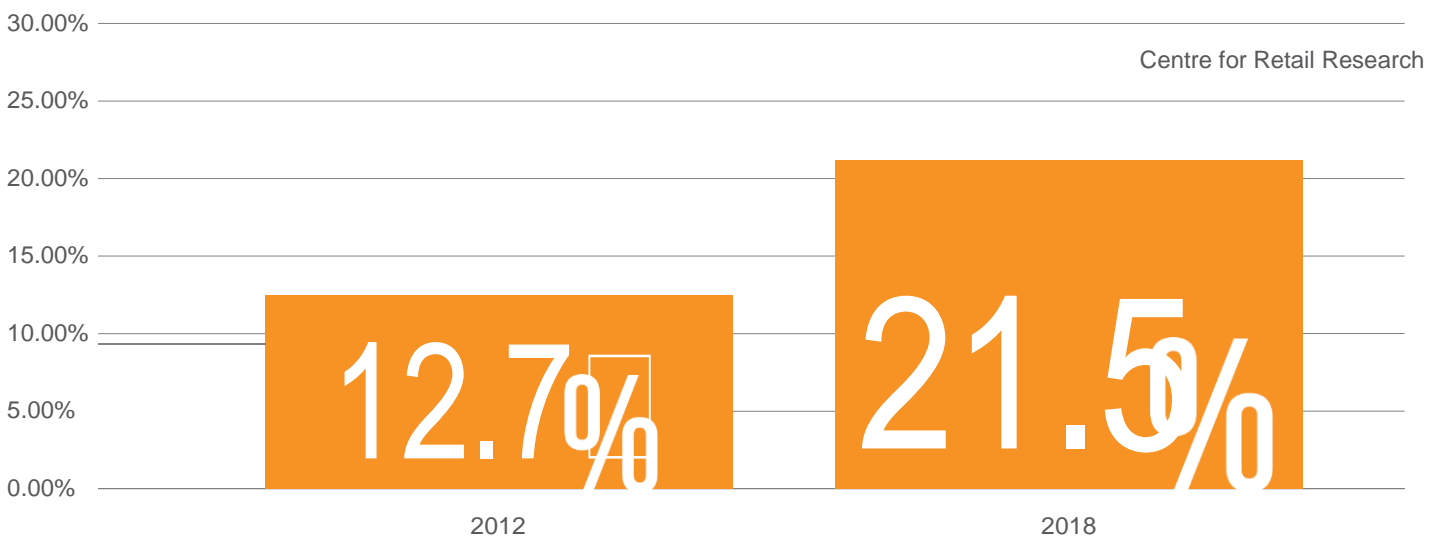
The rise in online shopping in particular has led to retail outlets closing and this shows no sign of slowing. By 2018, total store numbers are expected to shrink from today's 281,930 to 220,000, according to the Centre for Retail Research in its Retail Futures 2018 analysis.

All this has put confidence in the wholesale and retail sector "strongly in negative territory", says the Federation of Small Businesses in its Q3 2016 FSB Small Business Index.

So how can bricks-and-mortar retailers on high streets and retail parks in the UK push back against the onslaught? One simple way is to bring more cash into the business by doing something totally different: tackling waste and saving energy.

Commissioned by UK utilities consultancy Utilitywise, this publication will benefit small to medium sized retailers by showing how, in three easy steps, they can improve energy efficiency and make big savings without having an impact on their customers' experience.

### Share of online retail vs. the high street



## Is energy-saving worth doing?

*The simple answer is yes. Cutting energy costs represents the same bottom line benefit as a 5% increase in sales, reports the Carbon Trust in its Sector View on Retail.*

So if a shop's turnover is £20,000, that's the equivalent of an extra £1,000 – enough to create a website, train staff in sales techniques or upgrade to LED lighting: all ways retailers can improve their offering and attract customers.

The cost of electricity, gas and water is a major overhead for most retailers in these challenging times and so any saving is significant, but there are benefits other than saving money.

Being energy efficient helps to fight global climate change and that's a positive message for customers who are increasingly choosy about buying from green and ethical suppliers. It can also improve the store environment, making customers more comfortable – and staff too.

# Three easy ways to save energy

*There are three main techniques to saving energy and reducing electricity, gas and water bills, as well as carbon emissions: monitoring, low-cost measures taken by the retailer and their staff, and investment in equipment.*

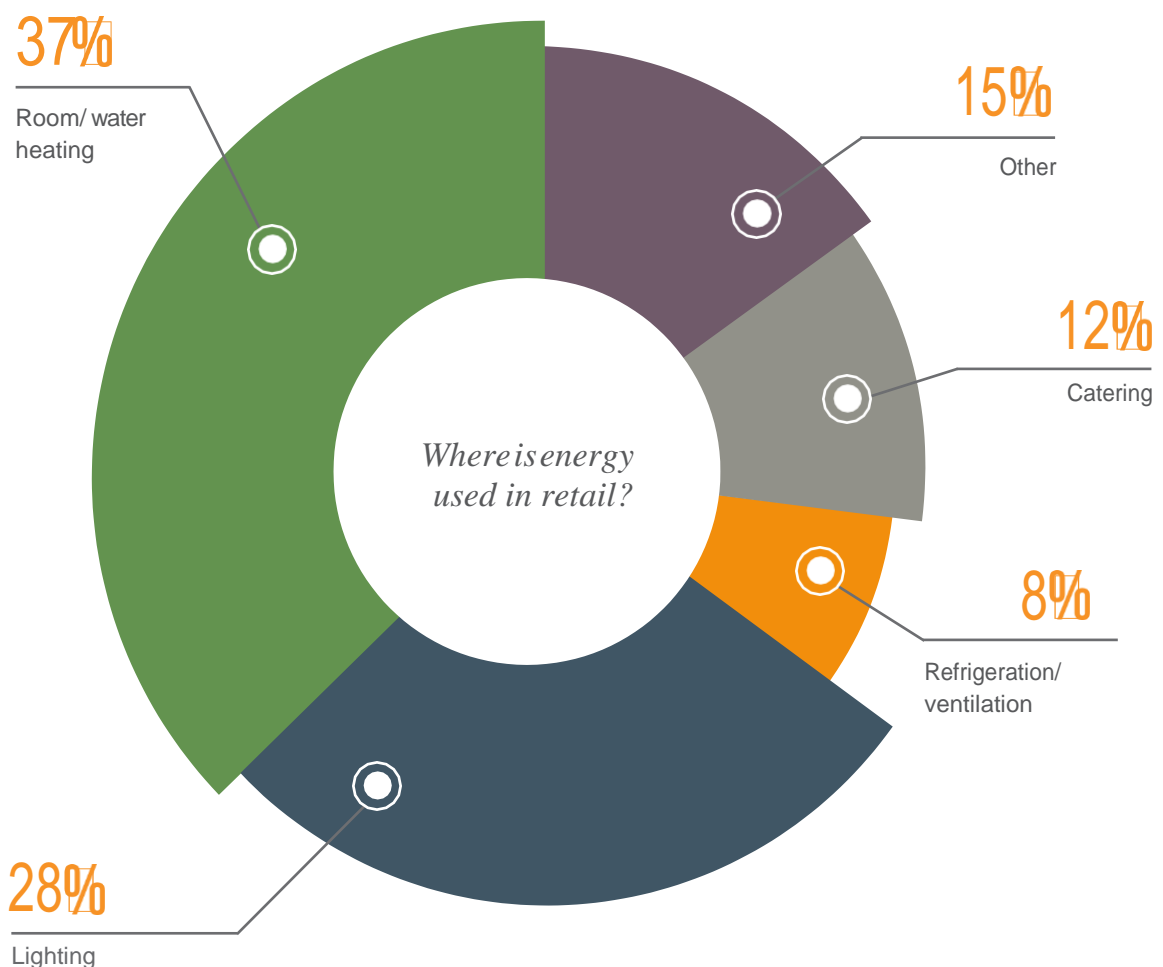
## Step 1: Monitoring = control

Once retailers have decided to reap the benefits of energy savings, the first step is to find out how and where they spend energy – and that means monitoring usage. Only 20% of retailers monitor their use of energy and water, but without data it's impossible to gain a detailed picture of where savings could be made.

Guesswork is not enough, because different retailers have different business practices and equipment. Existing circumstances can have a huge impact on the energy used and saved.

Refrigeration systems, for example, can account for 30-60% of electricity used in convenience stores that sell mainly food. On average, lighting is responsible for 28% of a retail outlet's electricity costs. But for most retailers, the biggest cost (around 40%) is room and water heating. Business energy monitoring devices keep an eye on energy consumption and are easy to install. They take data from meters and other systems and retailers monitor consumption on charts on their desktop.

Utilitywise reckons its Utility Insight product can reduce energy consumption by 33% and water by 50%. As the first step in identifying waste, monitoring can lead to major savings, as our case study shows.



# case study on lighting

£1,588  
total savings

The Bath high street store of The Edinburgh Woollen Mill fitted a Utilitywise circuit level monitoring unit and viewed the energy use from the store online. It highlighted inefficient lighting as the major cause of energy inefficiency. Replacing inefficient lamps with LED lights and reductions in AC usage led to total savings of £1,588 a year as the new lights more than halved energy consumption.

## Step 2: Easy low-cost measures

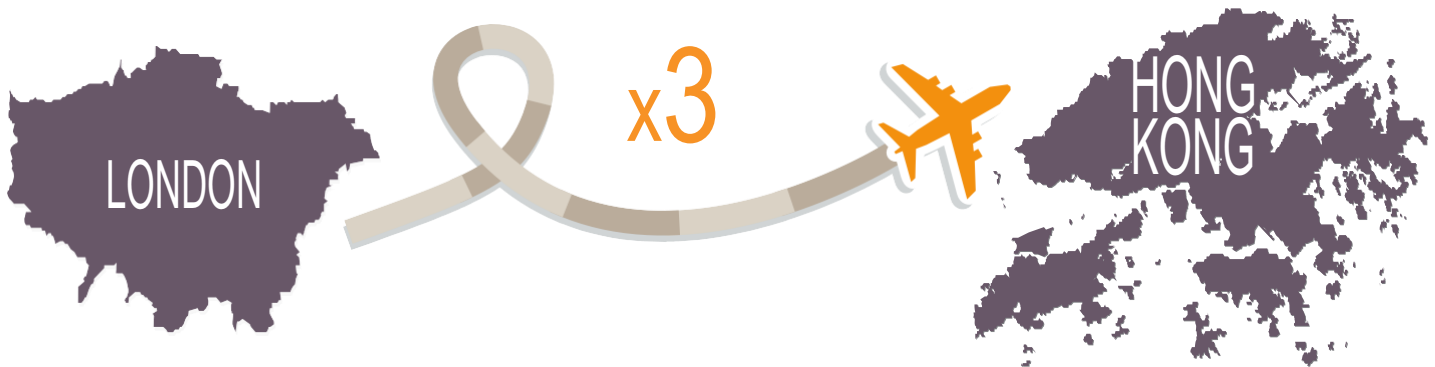
There are plenty of low-cost activities that small-to-medium retailers can do to reduce energy, including turning off lights, setting back thermostats, and defrosting fridges and freezers regularly. Shutting doors is another easy win.

### Shut that door

Heating, ventilation and air conditioning (HVAC) is the biggest energy expense for most retailers. Yet according to the non-profit-making organisation Carbon Trust, retailers in the UK waste £300 million worth of energy just by leaving their doors open and letting heat escape.

Closing a shop door in winter can save up to 50% in energy usage, according to research by the University of Cambridge, and 10 tonnes of CO<sub>2</sub> a year – that's three return flights to Hong Kong from London.

£300 million  
wasted on energy  
by leaving doors  
open



# Save 1/3 on Energy

Cambridge Toy Shop consumed 82kWh on a 'closed door' day in March compared to 125kWh on an 'open door' day. Neither footfall nor transactions were unaffected by having the door closed.\*

\*Research for 'Close the Door' by the University of Cambridge

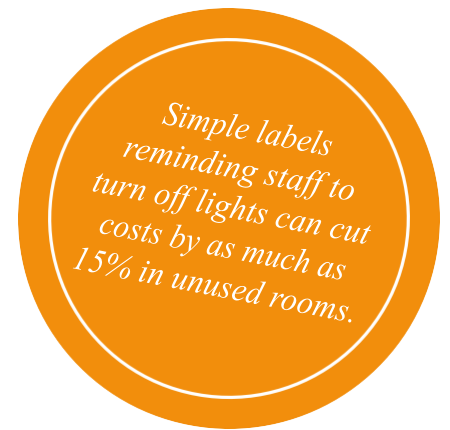
125kWh

82kWh

### Make staff energy conscious

One of the most common ways retailers waste energy is failing to train staff to recognise where utilities are being consumed or wasted and then taking measures to control and reduce them.

According to Carbon Trust, only 30% of businesses have energy awareness training in place, yet educating staff can save up to 20% of energy costs. Simple labels reminding staff to turn off lights can cut costs by as much as 15% in unused rooms.



### Be legal

Paying out fines for breaching government regulations on energy efficiency is the last thing retailers want to do when purse-strings are tight.

To prevent unnecessary expenditure, they need to keep updated with legal requirements, such as air conditioning inspections under the Energy Performance of Buildings Directive (EPBD). Failure to have a report done is fixed at a £300 fine, while failing to produce a copy of the inspection report within seven days costs a fixed fee of £200.

If your shop area is greater than 250m<sup>2</sup>, retailers must show a valid Display Energy Certificate (DEC), which can only be produced by an accredited energy assessor – if they don't, the penalty is £1,500. Another legal requirement is an Energy Performance Certificate (EPC) if you're selling or leasing a retail outlet in England and Wales.



### Step 3: Invest cost-effectively

An energy audit or utilities health check will identify where a retail outlet's systems have become inefficient.

Retailers can then decide what energy saving projects would have the biggest payback. It's a chance to upgrade products and install controls equipment that reduce waste.

One of the most effective upgrades is more efficient lighting technologies. Lighting is an essential investment for retailers of any size as it draws customers in and attracts them to displays, but lights needn't be a draw on consumption.

Occupancy sensors can reduce lighting in stockrooms or offices and achieve savings of up to 50%, while energy saving modern light-bulbs cut energy by up to 80% compared to standard ones.

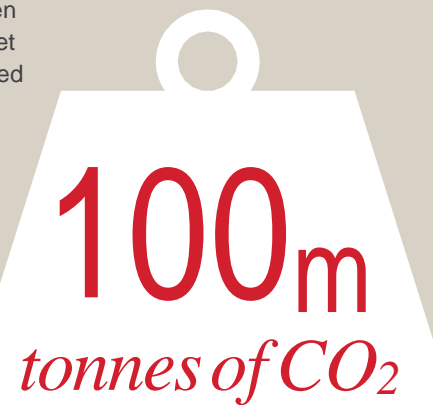
### What's in store?

New internet technologies that monitor and optimise lighting, air-conditioning, heating and other systems are already being rolled out by bigger supermarket chains like Iceland.

## case study on **Iceland**

With multiple sites across the UK, it's vital for supermarket chain Iceland to understand when and how its sites use energy and to control it. Utilitywise implemented a bespoke internet solution that meant Iceland could connect energy intensive devices across its sites. It installed an optimised lighting control system across 850 stores that automates lighting in-store. It's achieved savings of 15% on Iceland's lighting bill. Utilitywise's Building energy Management Systems (BeMS) and Internet of Things also enabled connections between the Iceland network and air conditioning units. From data reported back, faults were dealt with even before the store realised they were an issue.

In the United States, a study by the Consumer Technology Association estimated that using home automation technology to save energy could reduce total residential primary energy consumption by around 10% and avoid 100 million tons of CO<sub>2</sub> emissions.



100<sub>m</sub>  
tonnes of CO<sub>2</sub>

Small businesses can achieve similar benefits by using monitoring devices that work in the same way as home automation gadgets. These control temperature, lights, entertainment and alarms from anywhere in the world through the web. This is known as the Internet of Things (IoT).

## conclusion

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*Far from being last on a retailer's list of business tactics, saving energy should be a prominent weapon in the battle to thrive in today's challenging retail space.*

By being able to visualise and understand where utilities are consumed excessively or wasted, retailers can implement measures to control and ultimately reduce consumption. This can be through simple monitoring and controls equipment or staff education.

Many waste issues can be addressed by retailers themselves but having a broker like Utilitywise makes it easier to see where, when and how energy is being used across a retail unit. It also saves retailers from the hassle of tackling this somewhat complex area.

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# Ownership & Financial Governance of Masonic Centres

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## Introductio



This section is concerned with the questions of both an appropriate ownership structure and an appropriate financial governance regime for Masonic Centres, both being considered essential to give Masonic Centres the best chance of success and longevity. It should be understood that the suggestions detailed on the appropriate ownership structure and financial governance regime are no more than suggestions designed to give a lead on what is considered best practice. The suggestions are not prescriptive (and this document and appendices should not be read as such) as it is recognised that it is impossible to have a one size fits all solution. It is also recognised that, notwithstanding the approach of best practice taken in this paper, the suggestion made may not suit every situation or find favour with everybody.

## Part I Ownership of Masonic



### 1. Alternative

- 1.1. It is accepted that there are a number of alternative ownership structures that could be used for the ownership of a Masonic Centre. The structure which this paper recommends is set out in paragraph 1.2. That being said there is listed in [Appendix 1](#) details of alternative structures together with the reason why it is considered that they are less suitable than that referred to in paragraph 1.2.
- 1.2. It is suggested that the favoured structure where possible is to have ownership by a limited company whose shareholders are the Lodges<sup>1</sup> that meet at a particular centre with each Lodge being required to subscribe for shares in the Company. It is suggested that the directors of the Company should be drawn from those Lodges. This structure is favoured for a number of reasons:-
  - 1.2.1. the vast majority of centres are currently owned by a limited liability company limited by shares and therefore it is not difficult to bring any such company in line with the suggested model. There are of course other existing ownership models as indicated in Appendix 1 and it is recognised that insofar as those models are not currently constituted as a limited liability company, it would be more difficult to bring them into line with the suggested way forward, but it is hoped that those structures would be updated where possible to at least take into account a corporate governance regime similar to the one being suggested in Part I of this paper and the financial governance provisions set out in Part II of this paper;
  - 1.2.2. it is a streamlined ownership model with a finite number of shareholders. This will ensure that the register of members is easy to maintain and does not get out of control as can happen over a long period of time where the shareholders are

<sup>1</sup> For the purpose of this paper, a Masonic Lodge means a Lodge or Chapter (or any such formalised group of men analogous thereto such as councils and conclaves) comprising either of free and accepted Freemasons operating under the auspices of the United Grand Lodge of England or any other Masonic Order recognised as such by the United Grand Lodge of England in respect of which to be a member one must be a Freemason.

- individual masons who might have either died or moved away or ceased their involvement with a particular Lodge or even with Freemasonry;
- 1.2.3. those Lodges who use the centre control its destiny;
  - 1.2.4. it is the best vehicle for conducting a commercial operation;
  - 1.2.5. in considering what should happen to the proceeds of sale of a centre that has closed or a Company that has been dissolved the approach has been that it is hoped that all individual masons will surely agree that they should not personally benefit from a value that may have accrued over generations in excess of what may have been the lifetime of their use of the centre. Bearing that in mind, the model being suggested provides that if a Lodge ceases to meet at a centre it has to give up its shares. This is consistent with the aim to avoid a personal windfall to individual Masons or to individual Lodges who happen to be the last ones standing in a disaster scenario where a centre has to close. Thus the structure being suggested is that if a centre closes what should happen to any proceeds of sale by the centre is dealt with in the Articles of Association of the Company. In [the Specimen Articles](#)<sup>2</sup> there are a number of alternative suggestions as to what should happen to the money on a sale. The idea is that if the lead given by this paper is taken up by any centre and they adopt Articles similar to or based on the Specimen Articles then in Article 58 when drafting the Articles they will choose from a number of alternative suggestions currently contained in the Specimen Articles as to what should happen to the monies or alternatively they will choose any other use for the monies that suits them. Hopefully it will not involve personal gain for any individual or Lodge. Currently the alternative suggestions made are that the monies should go to purchase another Masonic centre in place of the centre sold or alternatively, that the money will go to the Province for the use for Masonic Centres generally within the Province or to the relevant Provincial Charity. As stated above, these are only suggestions and not prescriptive and the choice will be made by those who are involved in the drafting of the Articles. It is, of course, possible to leave all the suggested alternatives in the Specimen Articles to be decided upon by the Board of the Company in office immediately prior to closure.
- 1.3. Whilst the preferred ownership method is set out in paragraph 1.2 it cannot be ignored that a significant number of centres are currently owned (through the entity of trustees or a limited company) by a members' club or an unincorporated association that is owned and run either by individual Masons or the Lodges that use the centre. The primary problem with this is not being a corporate structure it does not have the checks and balances provided by company law and in such instances, it is often the individual or individuals who run this who treat it as his or their own fiefdom without any independent scrutiny. That being said, in recognising that such a structure exists in a significant number of centres, a specimen constitution of a Members Club is referred to below and attempts have been made in that to address this issue of corporate and financial governance.<sup>3</sup>

## 2. Recommended Structure

- 2.1. Having recommended the structure to run the centre, how it runs and its corporate governance will be governed by its Articles. The question of its financial governance is dealt with in Part II of this paper. In many Masonic Centres such companies already exist, although most of them are not set up on the basis recommended in this paper. In those circumstances, it can easily be arranged that the Company is reorganised so that the

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<sup>2</sup> See Appendix 2.

<sup>3</sup> See Part 1 Section 4 and Appendices 3 & 5.

shareholders are the Lodges that meet at the centres and that they adopt the new suggested [Specimen Articles or something similar](#)<sup>4</sup>.

- 2.2. Whatever the final form of the Articles, the principle should be that the running of the company will be governed by its Articles specifically tailored for the structure that is being suggested and containing a number of provisions that go to the heart of good corporate governance.
- 2.3. A Board of Directors will run the company. The Specimen Articles being suggested provide that the directors of the Company will be those directors in office at the time of adoption of the New Articles and thereafter, there will be regular annual general meetings and elections for the directors on a three year cycle. It is felt that the important issue of who is chosen as a director is that they should be the right men for the job if the centre is to remain or become viable. They should be selected for their professional qualifications and/or experience in relevant fields such as building management, finance, catering, events and hospitality industry etc., rather than simply because it is their turn or merely because they were in situ before the new structure was adopted.
- 2.4. It is recognised that to impose such a structure on a centre that may have been running for many years, with Masons still managing it in their own way, will not be easy and it is not the intention of this paper to impose anything on anyone, but to suggest a way forward. The intention is mainly to educate and show those in situ what might be a different way and a more advantageous manner in which to operate their centre and hopefully they see the wisdom of doing that. It is hoped that if they adopt the suggestions contained in the paper and in the specimen Articles, this may avoid the alternative, which is for the centres to just meander over a period of time and just tread water or worse. It is felt important that those who currently run and/or meet at a Masonic Centre are encouraged to embrace what is being suggested in this paper, so as to give the centre its best chance of success.
- 2.5. If a Masonic Hall or Centre decides to proceed and is seeking advice from a retired solicitor, accountant or other qualified professional person, whether pro bono or not, they should be aware of the likelihood that being retired, they may not be covered by Professional Indemnity Insurance. It is strongly recommended to only take advice from professionals who are currently in practice, covered by a Practising Certificate and Professional Indemnity Insurance. This advice has nothing to do with whether or not a retired professional is competent, but is only to do with the question of risk.

Naturally, Guidance from Freemasons with professional expertise can participate in and provide guidance on matters related to their sphere as they will be able to identify the point at which external independent advice is required. They will be able to give appropriate guidance on the instructions to be provided, a suitable level of PI cover and understanding the advice received.

### **3. Articles of Association**

- 3.1. There is set out in [Appendix 1](#) a specimen form of Articles of Association to govern the company running a centre. As indicated above, this can either be set up from scratch or where there is an existing company that company can adopt these new Articles or at least Articles based on these Articles. There may of course be certain centres where some of the provisions of these Articles would either not work or would not be acceptable. In addition, some might require alternative provisions. Whilst it is hoped however, that the Specimen Articles would be adopted in the form that appears in Appendix 1, if they are not going to be then at least the specimen form of Articles should be used as a starting point, with many of the provisions being utilised as suggested or amended as required for specific cases.
- 3.2. The key provisions contained in [the specimen Articles](#)<sup>5</sup> are as follows:-
  - 3.2.1. the company will be owned by all the Lodges that meet at the centre. The Lodges will each own an equal number of shares;

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<sup>4</sup> [See Appendix 2.](#)

<sup>5</sup> [See appendix 2.](#)

- 3.2.2. if the Company is an existing company with any individuals as shareholders then on adoption of these new Articles, article 35.8 provides that any individual shareholders will have to give up their shares for nominal value in favour of the Lodges that meet at the centre. It is recognised that there may be taxation issues on the transfer of shares and it is outside the terms of reference of this paper to consider those issues. Professional taxation advice should always be sought on each such situation. That being said, it is believed that with the suggestion that the shares be transferred at nominal value then any such taxation issues should easily be capable of being dealt with. The suggestion is that the Company buys back the shares, but if there are not sufficient reserves in the Company to buy back the shares<sup>6</sup>, then the shares will be divided between the Lodges who are going to end up with the shareholding equally. This can be easily achieved by transferring the shares to a nominated director who will hold those shares in trust for the benefit of all the remaining Lodges equally;
- 3.2.3. any Lodge ceasing to meet at a centre in question has to give up their shares which will either be bought back by the company (provided it has sufficient reserves to do so) or failing there being sufficient reserves, they will be transferred to a nominated director who will hold those shares in trust for the benefit of all the remaining Lodges equally;<sup>7</sup>
- 3.2.4. the company will be run by a board of directors consisting of a chairman, vice-chairman, finance director and such number of other directors as shall be prescribed by the Articles<sup>8</sup>. In the specimen Articles it is suggested that the first set of directors following adoption of the Articles be those directors in office immediately prior to the adoption of the Articles. That being said, it is only a suggestion and another process can be inserted in its place to select the initial Board if required.<sup>9</sup> The important issue is that the right individuals are chosen to form the Board. The suggestion is that this initial Board will remain as the board for a stated period of time (subject to resignations etc) indeed any reasonable period of time could be chosen when drafting the Articles. At the first annual general meeting of the company after the prescribed period, one-third of the directors then serving will be up for re-election and that will then happen annually. It will be the third that have been in office the longest and if more than a third have been in for the same length of time, then those standing for election will be decided by drawing lots;<sup>10</sup>
- 3.2.5. if a centre has to close and is sold, then the Articles should provide what should happen to the monies. Various alternatives are suggested in the Specimen Articles but these are only suggestions which may or may not be included when the Articles are adopted. The decision on that will be made by those drafting the Articles for the centre in question. The suggestion for the alternatives included in the Specimen Articles are that the monies should be used to provide an alternative Masonic centre in the relevant area or that it is used by the Province for Masonic Centres generally or it could go to the relevant Provincial Charity.<sup>11</sup> This is not prescriptive and it will be the shareholders (i.e. the Lodges) that decide on the final wording of the Articles relevant to their centre when the Articles are adopted.

#### 4. Members Club

- 4.1. A number of existing centres are run as a Members Club and the suggestion is that if they are unwilling or find it impracticable to change to a corporate structure and adopt the suggested Model Articles then they should be encouraged to consider amending their constitution and adopting the model Constitution that has been prepared and is set out in Appendix 3 or if not to adopt the Constitution as a whole then at least such of the provisions of it with which they are comfortable.

<sup>6</sup> A requirement of Companies Act 2006.

<sup>7</sup> See article 35.7.

<sup>8</sup> See article 20.1.

<sup>9</sup> See paragraph 2.3 above.

<sup>10</sup> See articles 20.1, 20.2 and 20.3.

<sup>11</sup> See article 58.

- 4.2. Although the structure with a Constitution does not have the checks and balances that are contained in a company backed up by its Articles and corporate legislation, the [model Constitution](#) has been prepared to contain as much of the corporate governance as is contained in the Model Articles as is possible to include in a Constitution.
- 4.3. As in the case of the corporate structure it is suggested that the members of the Club should be the Lodges (which are as widely defined as in the Specimen Articles) and not the individual Masons.
- 4.4. As is referred to at paragraph 3.2.5 above in the case of a corporate structure, if the centre has to close then the suggestion is that any proceeds should be dealt with in a similar manner as set out for [the corporate structure](#)<sup>12</sup>. As in the case of the Specimen Articles, it is intended that the Lodges who run that Club would amend this provision in their new Constitution to the one which suits them.
- 4.5. [Before proceeding on the basis set out in paragraph 4 the appropriate professional advice should be taken.](#)<sup>13</sup>

## 5. Summary of Part I

- 5.1. From all the various alternatives considered, it is felt that the ones recommended as the way forward in this paper are best practice. The solutions suggested have the benefit of longevity in that problems experienced in the past by local Masonic centre companies being unable to ascertain their exact shareholdings or members because over long periods of time people have died, moved out of the area and the like, will not occur. Only those Lodges using the centre will hold shares (or in the case of a club be the members) and the share register and/or members register will therefore be tightly kept.
- 5.2. Another great benefit of this structure is the ultimate destination of the funds should a centre close. At the moment in many centres, if one closes it is the “last man standing” on the day that it closes who will obtain a financial windfall which it is felt is not right. It is strongly felt that on the happening of such an event, the money should be used in one of the alternative ways suggested or in any other way as chosen by the local Masons concerned, which hopefully will not include a personal gain for individual Members or Lodges.<sup>14</sup>
- 5.3. It is recognised that each Masonic centre will be set up differently and may not be currently set up via the vehicle of a limited company. Some centres as can be seen above, will be run by a club with a Constitution and others may even be set up via a Trust Deed. Whilst recognising the legitimacy of those structures, it is felt that even where they are in use, then the introduction of various provisions as set out in this paper relating to corporate governance and financial governance should be introduced into such centres in order to obtain the benefits referred to above.

## 6. Change of shareholder ownership model?

The following is an example of how this was actioned in a northern Masonic Centre. The building was owned equally by five lodges that had a number of other units wishing to move in and share. In order to avoid a landlord/tenant relationship and to have all lodges working to improve the building the following procedure was adopted: The building was professionally valued after which the five lodges gave up the building in exchange for promissory notes, each equating to 20% of the valuation. The five lodges and all other Craft lodges deciding to call the building home were each given one share in the new company, thereby making them equal and encouraging all to work to improve the building. In the event of the building ever being sold, the promissory notes would be settled out of sale proceeds and any balance thereafter would be shared equally between all shareholding lodges.

<sup>12</sup> See Rules 41 and 42 in the Model Constitution.

<sup>13</sup> See paragraph 2.5 above.

<sup>14</sup> See article 58 in the Model Articles and Rules 41 and 42 in the Model Constitution.



#### Introduction

Typically Masonic centres are mainly run by well-meaning Masons some of whom may lack the necessary skills in what is now a highly competitive market. Although some of those running a centre may be retired and may be able to give plenty of time and attention to the running of the centre, it is not a full time job for most of them and they may not necessarily have the skillset to run it successfully even when they are full time. Although it is accepted that they will have plenty of enthusiasm and determination if they lack the necessary skills they may also not know where to go to obtain the right skillsets.

#### 1. Overview

- 1.1 It is believed that the vast majority of the centres typically have many of the same problems, albeit some to a greater or lesser extent and it is often the case that these problems have been either experienced or been growing for many years and are either being ignored or those running the centre may for whatever reason find they are incapable of addressing the issues.
- 1.2 Such typical problems of Masonic centres are as follows:-
  - 1.2.1 A large proportion of their income has to go in fixed costs as well as indirect overheads. It is difficult to address profitability issues with such difficult cost management.
  - 1.2.2 Most of the centres with profitability issues are tempted to defer maintenance expenditure by looking upon it as discretionary. At best this is a short term postponement and at worst it gives rise to even greater and more expensive maintenance in the future.
  - 1.2.3 Poorly maintained buildings are not conducive to securing additional non-Masonic usage which is invariably essential for the financial viability of a centre.
  - 1.2.4 The regular income stream from Masonic usage is typically based on room usage/members. Reducing Masonic membership has meant smaller lodge memberships, reduced numbers of meetings being held and therefore reduced income to the centre. This has been exacerbated by amalgamations and closures of Lodges.
  - 1.2.5 Whilst Masonic income streams may be augmented by catering income and room hire, this is difficult to attract as referred to at 1.2.3 above with a poorly maintained building and those who are running the centre are probably not skilled in the catering and events business which is an extremely competitive sector.
  - 1.2.6 Centres that have not adapted their business model to take account of reducing Masonic income stream may be experiencing profitability issues. Worse still, those running the centres may never have given any thought to their business model or even considered mapping out a business plan.
  - 1.2.7 Centres that are currently profitable may face similar issues as the above if they are not forward looking and planning ahead.
  - 1.2.8 Even if centres have identified the problem, they may be slow to take action due to many things such as disagreement within the management, reluctance to do anything or even denial. Even worse still is the inability to do anything or to know what needs to be done.
  - 1.2.9 Centres may resent advice and support from the Province which they might regard as interference and they think that they can manage themselves.



## 2. Suggested Way Forward

- 2.1 Unless a centre is particularly successful and has a robust management who are well capable of running the centre successfully for profit, one legitimate way forward may be to outsource the catering and events held at the centre and all profits and losses from that trading go to the outsourced entity. It is essential that Service Level Agreements are put in place and closely monitored by strong management. The existing Hall Company or Club will then have de-risked itself and need only be concerned with the holding of Masonic meetings and will need very little income from the Lodge to organise that. If in those circumstances it retains the ownership of the building (rather than entering into a sale and lease back with the outsourced entity) it will need to build up a sinking fund for ongoing upkeep of the fabric of the building. Such fund for instance can be built up from annual fees payable by the Lodge plus a royalty from the outsourced entity from the Masonic business they will be given. There is contained in [Appendix 4](#) a case study of an actual case of outsourcing that has been working successfully in a Masonic centre in northern England. This is only one option and may well prove unnecessary if there exists within the Centre strong internal Masonic leadership based on experience and proven management skills
- 2.2 Whether or not the Company or Club feel that the outsourcing route as set out in paragraph 2.1 above would be appropriate those running any centre would be encouraged to adopt the Financial Management Protocols set out in [Appendix 5](#).
- 2.3 It is recognised that some Provinces have a [building fund](#) that is available to be tapped into by any centre that might meet the criteria set down by that Province. Typically they would make funds available for use in capital projects at the centre normally for either an extension or renovation of the centre with the monies being made available on advantageous terms. If such monies are available and a centre can justify the spending of such money to update their centre and to make it more attractive for commercial users, then those running the centre should give consideration to that.
- 2.4 If the Company or Club feel that the outsourcing route as set out in 2.1 above would not be appropriate or desirable for their centre, it is suggested that they consider the following ways forward, in order to attempt to address the problems identified at 1.2 above:
  - 2.4.1 Obtain non-masonic income to replace the falling masonic income stream although it is accepted that the nature of commercial income is its uncertainty and irregularity.
  - 2.4.2 Most centres do have facility available for non-Masonic use particularly in daytime hours and summer months.
  - 2.4.3 [Improve the quality of the management and look for people with the appropriate skill sets](#)<sup>15</sup>.
  - 2.4.4 Reduce costs, but for the reasons stated above, this is unlikely to provide a long term solution on its own.
  - 2.4.5 Consider relocation, merger or closure although it may be difficult to get consensus for these more drastic solutions. There may be strong emotional and political attachment to a centre by its management and membership.

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<sup>15</sup>See Part I paragraph 2.3 above.

## Appendix 1 Alternative Structures



- 1.1. Whilst the preferred ownership structure is that of a limited liability company with the relevant [Lodges being the shareholders](#),<sup>16</sup> it is accepted that there are a number of alternative ownership structures that might well be currently used, the most prevalent ones (although this list is not exhaustive) being as follows:-
- 1.1.1. ownership by a Province centrally (through the entity of trustees or a limited company) and run by local committees, possibly under the supervision of the local districts or areas;
  - 1.1.2. ownership by a limited company whose shareholders are the individual Masons that meet at a particular centre, with each shareholder being required to subscribe for shares in the Company. The directors of the Company are usually drawn from those members although it is not unknown for each Lodge to have the right to nominate a director;
  - 1.1.3. ownership by a company limited by guarantee whose members are the individual Masons that meet at a particular centre. The directors of the Company are usually drawn from the members although it is not unknown for each Lodge to have the right to nominate a director;
  - 1.1.4. ownership by a company limited by guarantee whose members are the Lodges that meet at a particular centre. The directors of the company being drawn from the Lodges each of whom will probably have the right to nominate a director;
  - 1.1.5. ownership by a charitable company whose members are the individual Masons that meet at a particular centre. The directors of the Company being drawn from those members or possibly with each Lodge having the right to nominate one or more directors;
  - 1.1.6. ownership by a club or unincorporated association made up of individual Masons who use a centre in question. The Club being established by a constitution;
  - 1.1.7. [ownership by a club or unincorporated association \(through the entity of trustees or a limited company\) made up of individual Lodges who use a centre in question](#);<sup>17</sup>
  - 1.1.8. ownership established by a Trust Deed and managed by Trustees. Although not uncommon, this structure is probably the least common that one would come across;
  - 1.1.9. an even more rare occurrence is ownership by a Company when there is only one Lodge that meets at a particular centre and it is the Members of that Lodge that are the shareholders or alternatively the Lodge concerned being the only shareholder.
  - 1.1.10. Ownership of Masonic Centres by a Trustee Company limited by guarantee. The company is the legal owner of the property as trustee or nominee for the beneficial owner, normally a lodge. The officers of the Company are the Provincial Rulers, the Provincial Treasurer and the Provincial Secretary. This ensures continuity of ownership whilst protecting the beneficial owners..
- 1.2. The ownership by a Province is not favoured because it is felt that it is too remote and that it would be far better to have the centre owned by those who regularly use it as they have a vested interest in the centre. Further it is felt that a busy Masonic Province has enough issues to contend with in its day to day running without having to concern itself about a large number of centres, even though it would probably devolve the running of the centres to the local district or area system. It is felt that it would be far better to streamline the system, not to create ownership of a large number of properties by a Province with all the problems that that would bring. Further as the vast majority of the centres will not be currently in the ownership of a Province it is unrealistic to expect that the current owners of them (invariably local Masons or their Lodges) would willingly or easily give up “their” centre in favour of the Province. That being said and although this has been discounted as a

<sup>16</sup> See Part 1 paragraph 1.2.

<sup>17</sup> See Part 1 paragraph 1.3.

- preferred model, one cannot ignore the fact that it is in a Province's interest that its centres are run to good effect with as few problems as possible.
- 1.3. Ownership by a company made up of all individual Masons who meet at particular centres has been considered and recognised as quite a typical structure that exists. Despite its prevalence this is felt to be too unwieldy and historically, such form of ownership has brought problems. Where there has been ownership by individuals as opposed to just Lodges, problems have been experienced where people have moved away, passed away or simply cannot be traced and that typically has brought about administration problems within such centres and over a period of time their register of members has got out of control and invariably impossible to reconcile. However, it is recognised that ownership by individual masons has proved successful in some Centres and where there is a wish for this model to continue, care should be taken to ensure the Articles clearly state that share holding is dependent upon continued Masonic membership within the Centre.
  - 1.4. Ownership by a company limited by guarantee. This is not recommended unless one is dealing with a centre where there is an existing company that is limited by guarantee. One would normally have a company limited by guarantee where one runs the centre as a charity, but running the centre as a charity is not recommended.<sup>18</sup> That being said, as it is not possible to change a company limited by guarantee to become a company limited by shares, if one wanted to do that one would have to form a brand new company and do away with the company limited by guarantee, the suggestion is that if there is already a company limited by guarantee in place to leave it there, but to amend its Articles so that the members are not the individual Masons who meet at the centre but are the Lodges that meet there. This is recommended for the reasons outlined in [Part 1 of paragraph 1.2](#) above. In that instance the recommendation would also be that the existing company adopts new Articles along the lines of the [Specimen Articles](#) being suggested in this paper<sup>19</sup> but with appropriate amendments applicable to companies limited by guarantee.
  - 1.5. It is not suggested that a charitable company be formed for various reasons: although it is accepted that to utilise a charitable company may make it much more tax efficient. Despite the possible taxation benefits, one good reason not to use a charitable company is first, the difficult regulatory regime imposed by the Charities Act and the Charity Commission. Secondly, it is unlikely that the Charity Commission will permit the Company to carry on a business. It is feasible that the Charity Commission might be prevailed upon to allow the charitable company to form a wholly owned subsidiary which would carry on the trading, but that company would be taxed in the normal way on any profits that it made. Thirdly, difficulty will be experienced when trying to deal with the assets of the company on either a winding up of the company or the sale of the centre. Thus, what one could do with the monies on the sale of the centre would be severely restricted. It is anticipated in that instance that the Charity Commission would only want the proceeds from the sale to be used for charitable purposes and the building of a brand new Masonic centre or [the utilisation of the monies by the Province for the benefit of other centres](#)<sup>20</sup> or even use the money for the benefit of the Masons who use the them going forward is unlikely to be considered as charitable purposes by the Charity Commission.
  - 1.6. [Ownership by a members club or unincorporated association that is owned and run either by individual Masons or the Lodges.](#)<sup>21</sup>
  - 1.7. Ownership pursuant to a Trust Deed and administered by trustees has not been considered on the basis that the vast majority of the centres throughout the country are not structured in this way at this moment and one would not expect to change the ownership of a centre not structured pursuant to a Trust Deed to be structured in this way unless there was a benefactor who would supply the monies to purchase an existing centre and make a gift

<sup>18</sup> See paragraph 1.5 of this Appendix 1.

<sup>19</sup> See [Part 1 paragraph 3 and Appendix 2.](#)

<sup>20</sup> See [Part 1 paragraph 1.2.5.](#)

<sup>21</sup> See [Part 1 paragraph 1.3.](#)

pursuant to the terms of a trust. Of course, where any existing trust is in operation one would leave that and would hope that the trustees whilst having to act in accordance with the terms of the Trust Deed would run the centre utilising the suggested financial governance provisions set out in [Part II](#) in this paper.



Company Number: [\*\*]

COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
OF  
[\*\*] MASONIC HALL LIMITED

PART 1  
INTERPRETATION AND LIMITATION OF LIABILITY

**1 Defined terms**

1.1 In the articles, unless the context requires otherwise:

**Act:** means the Companies Act 2006;

**appointor:** has the meaning given in article 24.1;

**articles:** means these articles of association;

**Associate Member:** means any subscribing or honorary member of a Masonic Lodge that is a Member of the Company;

**bankruptcy:** includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

**Board:** means the board of directors of the Company from time to time;

**business day:** means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

**Chairman:** has the meaning given in article 12;

**chairman of the meeting:** has the meaning given in article 49;

**Companies Acts:** means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company;

**Compulsory Sale Notice:** has the meaning given in Article 35.7;

**conflict:** has the meaning given in article 15.1;

**conflict authorisation:** has the meaning given in article 15.2;

**director:** means a director of the Company, and includes any person occupying the position of director, by whatever name called;

**distribution recipient:** has the meaning given in article 40.2;

**document:** includes, unless otherwise specified, any document sent or supplied in electronic form;

**electronic form:** has the meaning given in section 1168 of the Act;

**eligible director:** means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);

**Finance Director:** has the meaning given in article 12;

**fully paid:** in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company;

**Hall:** means the Masonic Hall situated at [\*\*\*];

**hard copy form:** has the meaning given in section 1168 of the Act;

**holder:** in relation to shares means the person whose name is entered in the register of Members as the holder of the shares;

**instrument:** means a document in hard copy form;

**Model Articles:** means the model articles for private companies limited by shares contained in Schedule 1 of The Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended prior to the date of adoption of the articles;

**Masonic Lodge:** means a lodge or chapter (or any formalised group of men analogous thereto) comprising either of free and accepted freemasons operating under the auspices of the United Grand Lodge of England or the Grand Lodge of Mark Master Masons of England and Wales or any other Masonic Order recognised as such by the United Grand Lodge of England in respect of which to be a member one must be a Freemason;

**Member or Member of the Company:** means a shareholder in the Company, save that a Masonic Lodge will also be deemed to be a **Member** or **Member of the Company** for the purposes of these articles if shares are held on trust for it or its members;

**Nominated Representative:** has the meaning given to it in Article 52.3;

**ordinary resolution:** has the meaning given in section 282 of the Act;

**paid:** means paid or credited as paid;

**participate:** in relation to a directors' meeting, has the meaning given in article 10;

**proxy notice:** has the meaning given in article 55;

**Relevant Shares:** has the meaning given in article 35.7(a);

**Return of Capital:** has the meaning given in article 41.1;

**shareholder:** means a person who is the holder of a share;

**Share(s):** means (a) share(s) in the Company;

**special resolution:** has the meaning given in section 283 of the Act;

**Specified Event:** means either:

- (a) The closure of a Masonic Lodge that is a Member of the Company; or
- (b) A Masonic Lodge that is a Member of the Company ceasing to hold its regular meetings at the Hall; or
- (c) A Masonic Lodge that is a Member of the Company handing in its warrant as part of the process of amalgamating another Member of the Company; or

**subsidiary:** has the meaning given in section 1159 of the Act;

**transmittee:** means a person entitled to a share by reason of the death or bankruptcy of a member or otherwise by operation of law; and

**Vice Chairman:** has the meaning given in article 12;

**writing:** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Unless the context otherwise requires, other words or expressions contained in the articles bear the same meaning as in the Act as in force on the date when the articles became binding on the Company.
- 1.3 Headings in the articles are used for convenience only and shall not affect the construction or interpretation of the articles.
- 1.4 A reference in the articles to an "article" is a reference to the relevant article of the articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
  - (a) any subordinate legislation from time to time made under it, and

(b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.7 No regulations or articles set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies (including the regulations in Table A in the First Schedule to the Companies (Consolidation) Act 1908 or in Table A in any other Companies Act or Companies Consolidation Act or in the Model Articles) shall apply as the articles of the Company. The contents of this document shall be the articles of association of the Company.

1.8 References in these articles to shares being held on trust for a Masonic Lodge are references also to such shares being held on trust for the members from time to time of that Masonic Lodge or for the members of that Lodge or otherwise on behalf of the Masonic Lodge.

## **2 Liability of Members**

The liability of the Members is limited to the amount, if any, unpaid on the shares held by them.

## **PART 2**

### **DIRECTORS**

#### **DIRECTORS' POWERS AND RESPONSIBILITIES**

### **3 Directors' general authority**

Subject to the remaining provisions of the articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

### **4 Shareholders' reserve power**

4.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

4.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

### **5 Directors may delegate**

5.1 Subject to the other provisions of the articles, the directors may delegate any of the powers which are conferred on them under the articles:

(a) to such person or committee;

(b) by such means (including by power of attorney);

(c) to such an extent;



(d) in relation to such matters or territories; and

(e) on such terms and conditions,

as they think fit.

5.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

5.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

## **6 Committees**

6.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

6.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

## **DECISION-MAKING BY DIRECTORS**

### **7 Directors to take decisions collectively**

7.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8.

7.2 If:

(a) the Company only has one director for the time being, and

(b) no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

### **8 Unanimous decisions**

8.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

8.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.

8.3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

## **9 Calling a directors' meeting**

- 9.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Company secretary (if any) to give such notice.
- 9.2 Notice of any directors' meeting must indicate:
- (a) its proposed date and time;
  - (b) where it is to take place; and
  - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 9.3 Notice of a directors' meeting must be given to each director, but need not be in writing.
- 9.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

## **10 Participation in directors' meetings**

- 10.1 Subject to the other provisions of the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
- (a) the meeting has been called and takes place in accordance with the articles, and
  - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 10.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 10.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

## **11 Quorum for directors' meetings**

- 11.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 11.2 Subject to article 11.3, the quorum for the transaction of business at a meeting of directors may be fixed from time to time by a decision of the directors and unless otherwise fixed it is 2 eligible directors.
- 11.3 For the purposes of any meeting (or part of a meeting) held pursuant to article 15 to authorise a director's conflict, if there is only one director in office besides the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.

- 11.4 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- (a) to appoint further directors, or
  - (b) to call a general meeting so as to enable the shareholders to appoint further directors.

## **12 Positions to be held by directors**

- 12.1 Subject to the provisions of articles 20.1 and 20.2, at each Annual General Meeting of the Company the shareholders shall appoint the following:-
- (a) a director to chair their meetings. The person so appointed for the time being is known as the Chairman.
  - (b) a director to act as Vice Chairman. The person so appointed for the time being is known as the "Vice Chairman".
  - (c) a director to be primarily in charge of the Company's finances, (subject at all times to the directions and policies laid down at meetings of the directors from time to time). The person so appointed is to be known as "the Finance Director".
  - (d) [\*\*] other directors.
- 12.2 The directors may terminate any of the appointments referred to in Article 12.1 at any time.
- 12.3 If the Chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, then the Vice Chairman shall act in his stead and in the absence of the Vice Chairman so acting the participating directors must appoint one of themselves to chair the meeting.

## **13 Casting vote**

- 13.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the Chairman or other director chairing the meeting has a casting vote.
- 13.2 Article 13.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the articles, the Chairman or other director is not an eligible director for the purposes of that meeting (or part of a meeting).

## **14 Transactions or other arrangements with the Company**

- 14.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;

- (b) shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;
- (c) shall be entitled to vote at a meeting of directors or of a committee of the directors, or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

14.2 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

14.3 Subject to article 14.4, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairman whose ruling in relation to any director other than the Chairman is to be final and conclusive.

14.4 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the Chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

## **15 Directors' conflicts of interest**

15.1 For the purposes of section 175 of the Act the directors may, in accordance with the requirements set out in this article 15 authorise any matter proposed to them by any director which would, if not authorised constitute or give rise to a situation in which a director has or can have, a direct or indirect interest which conflicts, or possibly may conflict with the interest of the Company (including, without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it) (**conflict**).

15.2 Any authorisation under this article 15 (**conflict authorisation**) will be effective only if:

- (a) the director has disclosed to the other directors the nature and extent of his interest in any conflict, such disclosure to be made as soon as reasonably practicable;

- (b) the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these articles or in such other manner as the directors may determine;
- (c) any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and
- (d) the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

15.3 Any conflict authorisation may (whether at the time of giving the authority or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine;
- (c) be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

15.4 In giving a conflict authorisation, the directors may decide (whether at the time of giving the authority or subsequently) that if a director has obtained any information through his involvement in the conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to:

- (a) disclose such information to the directors or to any director or other officer or employee of the Company;
- (b) use or apply any such information in performing his duties as a director of the Company,

where to do so would amount to a breach of that confidence.

15.5 In giving a conflict authorisation the directors may provide (whether at the time of giving the authority or subsequently) without limitation to article 15.3(b) that the director:

- (a) is excluded from discussions and/or the making of decisions (whether at meetings of directors or otherwise) related to the conflict;
- (b) is not given any documents or other information relating to the conflict;
- (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the conflict.

15.6 Where the directors give a conflict authorisation:

- (a) the terms of the conflict authorisation shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded);

- (b) the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the conflict authorisation;
- (c) the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of the conflict authorisation.

15.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

## **16 Records of decisions to be kept**

16.1 The directors must ensure that the Company keeps a record, in writing, for at least [\*\*] years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

16.2 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent (but not necessarily hard copy) form, so that they may be read with the naked eye.

## **17 Directors' discretion to make further rules**

Subject to the other provisions of the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

## **APPOINTMENT AND REMOVAL OF DIRECTORS**

### **18 Qualification**

To be able to be appointed a director of the Company a person must be a Freemason under the jurisdiction of the United Grand Lodge of England.

### **19 Number of directors**

Unless otherwise determined by ordinary resolution, the maximum number of directors shall be [\*\*] and shall not be less than one.

### **20 Methods of appointing directors**

20.1 Following the adoption of these Articles, the following shall make up the Board:-

- (a) the Chairman shall be the Chairman of the Board in office immediately prior to the adoption of these Articles;
- (b) the Vice Chairman shall be the Vice Chairman of the Board in office immediately prior to the adoption of these Articles;

- (c) the Finance Director shall be the Finance Director of the Board in office immediately prior to the adoption of these Articles;
- (d) the balance of the Board shall be all other directors of the Company in office immediately prior to the adoption of these Articles;

and they shall all remain in office until the [first] annual general meeting held by the Company following the adoption of these Articles.

- 20.2 At the [first] Annual General Meeting of the Company following the adoption of these Articles and at each subsequent Annual General Meeting there shall be elected the Chairman of the Board, a Vice Chairman, a Finance Director and up to [\*] other directors. Only those persons who have either retired by rotation and have put themselves up for re-election pursuant to Article 20.3 or who shall be nominated for such positions by notice in writing received from any Member and lodged with the secretary at least ten days prior to the Annual General Meeting shall be eligible for election at the Annual General Meeting.
- 20.3 At the third Annual General Meeting of the Company and at each Annual General Meeting thereafter all directors of the Company who shall have served as a director for not less than three years since his last election as a director shall retire up to a maximum retirement of one-third of the relevant directors. If more than one-third of the then current directors shall be liable to retire at any particular Annual General Meeting then they shall draw lots to decide which of the directors shall retire at that Annual General Meeting. Any director retiring pursuant to this Article 20.3 may offer himself for re-election by serving notice of such intention on the secretary of the Company at any time up to ten days prior to the Annual General Meeting in question.
- 20.4 Notwithstanding any other provision of the articles the maximum number of directors belonging to any one Masonic Lodge that is a Member of the Company shall not exceed [\*].

## **21 Termination of director's appointment**

21.1 A person ceases to be a director as soon as:

- (a) he ceases to be a member of any Masonic Lodge that ordinarily holds its meetings at the Hall;
- (b) that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
- (c) a bankruptcy order is made against that person;
- (d) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (e) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

- (f) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (g) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms;
- (h) that person ceases to be a Freemason pursuant to the Book of Constitution of the United Grand Lodge of England.

## **22 Directors' remuneration**

22.1 Directors may undertake any services for the Company that the directors decide.

22.2 Directors are entitled to such remuneration as the directors determine:

- (a) for their services to the Company as directors, and
- (b) for any other service which they undertake for the Company.

22.3 Subject to the other provisions of the articles, a director's remuneration may:

- (a) take any form, and
- (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

22.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

22.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

## **23 Directors' and secretary's expenses**

23.1 The Company may pay any reasonable expenses which the directors (including alternate directors) and the secretary properly incur in connection with their attendance at:

- (a) meetings of directors or committees of directors,
- (b) general meetings, or
- (c) separate meetings of the holders of any class of shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

## **ALTERNATE DIRECTORS**

## **24 Appointment and removal of alternate directors**

24.1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:



- (a) exercise that director's powers, and
- (b) carry out that director's responsibilities,

in relation to a meeting of the directors or a unanimous decision of the directors issued pursuant to Article 8 which the alternate's appointor is unable to participate in.

24.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.

24.3 The notice must:

- (a) identify the proposed alternate, and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

## **25 Rights and responsibilities of alternate directors**

25.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.

25.2 Except as the articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their appointors; and
- (d) are not deemed to be agents of or for their appointors.

25.3 A person who is an alternate director but not a director:

- (a) may be counted as participating in a meeting of directors or a committee for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
- (b) may participate in a unanimous decision of the directors issued pursuant to Article 8 (but only if his appointor is an eligible director in relation to that decision, but does not participate); and
- (c) shall not be counted as more than one director for the purposes of articles 25.3(a) and (b).

25.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision).

25.5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

## **26 Termination of alternatedirectorship**

26.1 An alternate director's appointment as an alternate terminates:

- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
- (c) on the death of the alternate's appointor;
- (d) when the alternate's appointor's appointment as a director terminates; or
- (e) on conclusion of the meeting or unanimous decision in respect of which the alternate was appointed.

## **27 Secretary**

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

### **PART 3**

#### **SHARES AND DISTRIBUTIONS**

##### **SHARES**

## **28 Persons eligible to be Members of the Company**

28.1 No person and no body (corporate or otherwise) other than:-

- (a) a Masonic Lodge that ordinarily holds its regular meetings at the Hall; and
- (b) a person or persons who holds shares on trust for a Masonic Lodge that ordinarily holds its regular meetings at the Hall;

may hold shares in the Company.

28.2 Each Member of the Company shall hold an equal number of shares.

## **29 All shares to be fully paid up**

29.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

29.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum.

### **30 Directors' authority to allot shares**

In accordance with section 550 of the Act, the directors may exercise any power of the Company to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the Company, and any such allotment may be made as if section 561 of the Act did not apply to such allotment.

### **31 Powers to issue different classes of share**

Subject to the other provisions of the articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.

### **32 Redeemed Shares**

The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

### **33 Share certificates**

33.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

33.2 Every certificate must specify:

- (a) in respect of how many shares, of what class, it is issued;
- (b) the nominal value of those shares;
- (c) that the shares are fully paid; and
- (d) any distinguishing numbers assigned to them.

33.3 No certificate may be issued in respect of shares of more than one class.

33.4 If more than one person holds a share, only one certificate may be issued in respect of it.

33.5 Certificates must:

- (a) have affixed to them the Company's common seal, or
- (b) be otherwise executed in accordance with the Companies Acts.

### **34 Replacement share certificates**

34.1 If a certificate issued in respect of a shareholder's shares is:

- (a) damaged or defaced, or

(b) said to be lost, stolen or destroyed,

that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

34.2 A shareholder exercising the right to be issued with such a replacement certificate:

- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
- (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
- (c) must comply with such conditions as to evidence, and indemnity and the payment of a reasonable fee as the directors decide.

### **35 Share transfers**

35.1 No Member shall be entitled to transfer or otherwise dispose of, or give any person any rights in or over, any Share or any interest in any Share except pursuant to and in accordance with articles 35.7, 35.8 and 35.9.

35.2 Subject to article 35.1, shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

35.3 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

35.4 The Company may retain any instrument of transfer which is registered.

35.5 The transferor remains the holder of a share until the transferee's name is entered in the register of Members as holder of it.

35.6 The directors shall refuse to register the transfer of a Share, that is not made pursuant to and in accordance with articles 35.7, 35.8 and 35.9 and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

35.7 If a Specified Event occurs in relation to a Masonic Lodge (which expression for the purposes of this article 35.7 and 35.10 shall include persons holding shares on trust on behalf of a Masonic Lodge), that Masonic Lodge shall immediately give notice in writing of the Specified Event to the Board. The Board shall within one month following the Specified Event coming to its notice (whether following a notification as aforesaid or otherwise) serve a written notice (**Compulsory Sale Notice**) on the Masonic Lodge in question requiring it:-

- (a) to transfer all the Shares in the Company then held by it (**Relevant Shares**) to the Company for one penny per share; or
- (b) if the Company is, at that time, unable to purchase the Relevant Shares in accordance with the requirements of the Companies Acts, to transfer all the Relevant Shares to a

director of the Company who shall be authorised by the Board to acquire such shares and who shall hold the Relevant Shares in trust for all holders of Shares equally until the Company is in a position to purchase the Relevant Shares for one penny per share in accordance with the requirements of the Companies Acts.

Upon the service of a Compulsory Sale Notice, the Masonic Lodge in question shall be obliged to transfer all of the Relevant Shares in accordance with that notice with full title guarantee and free from all encumbrances.

- 35.8 Any person who, at the date of adoption of these Articles is an individual shareholder of shares in the Company (**Individual Transferor**) shall immediately transfer all the Shares in the Company then held by him (**Individual Relevant Shares**) to the Company for one penny per share. Provided that if the Company is, at that time, unable to purchase the Individuals Relevant Shares in accordance with the requirements of the Companies Acts, the Individuals Relevant Shares shall be transferred to a director of the Company who shall be authorised by the Board to acquire such Shares and who shall hold the Individuals Relevant Shares in trust for all the holders of Shares equally until the Company is in a position to purchase the Individuals Relevant Shares for one penny per share in accordance with the requirements of the Companies Acts. Upon the transfer of the Individuals Relevant Shares the Individual Transferor shall be obliged to transfer all of the Individuals Relevant Shares with full title guarantee and free from all encumbrances.
- 35.9 Persons holding shares on behalf of a Masonic Lodge may on a change of trustees of those shares transfer those shares to the new trustees of that Masonic Lodge.
- 35.10 If a Masonic Lodge or Individual Transferor shall fail or refuse to transfer its Relevant Shares or Individual Relevant Shares pursuant to articles 35.7 or 35.8, as the case may be, the Company may authorise any person to execute and deliver on behalf of such Masonic Lodge or Individual Transferor when it is reasonably satisfied that such failure or refusal has taken place, the necessary transfer and any other document required to be executed by the Masonic Lodge or Individual Transferor in connection with the transfer (including, in the case of a purchase by the Company, a purchase contract) and the Company may receive the purchase money for such transfer in trust for such Masonic Lodge or Individual Transferor (but shall not be bound to receive any interest on it) and shall either cause such Masonic Lodge's or Individual Transferor's shares to be cancelled or cause the transferee of such Shares to be registered as the holder of the relevant shares as the case may be, and after the said Shares have been cancelled or the said transferee has been registered as a shareholder in exercise of the aforesaid powers, the validity of such process shall not be questioned by any person (save in the case of fraud).

## **36 Transmission of Shares**

- 36.1 If title to a Share passes to a transferee, the Company may only recognise the transferee as having any title to that Share and the provisions of Articles 35.7, 35.8, 35.9 and 35.10 shall apply.
- 36.2 Save in respect of the operation of article 35.9, transferees of a Masonic Lodge or Individual Transferor who become entitled to Shares do not have the right to be registered as holders of such Shares and shall be subject to the provisions of articles 35.7, 35.8 and 35.10 in respect of those Shares.

### **37 Exercise of transmitters' rights**

Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmitter has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred but it shall in all instances be subject to the provisions of articles 35.7, 35.8 and 35.10.

### **38 Transmitters bound by prior notices**

If a notice is given to a member in respect of shares and a transmitter is entitled to those shares, the transmitter is bound by the notice if it was given to the member before the completion of the transfer of such shares pursuant to articles 35.7, 35.8 and 35.10.

### **39 Purchase of own shares**

Subject to the Act but without prejudice to any other provision of the articles, the Company may purchase its own shares in accordance with chapter 4 of part 18 of the Act including (without limitation) out of capital up to any amount in a financial year not exceeding the lower of:-

(a) £15,000; and

(b) the nominal value of 5% of the Company's fully paid share capital at the beginning of each financial year of the Company.

## **SHARE RIGHTS**

### **40 Income**

Dividends and other distributions shall be declared and paid in accordance with articles 43 to 48 (inclusive).

### **41 Capital**

41.1 On a return of assets whether on a liquidation or reduction of capital or otherwise (other than a conversion, or a purchase by the Company, of shares) (**Return of Capital**) the surplus assets of the Company remaining after the payment of its liabilities shall be applied (to the extent the Company is lawfully able to do so) in paying to the holders of the Shares then in issue, the sum of £1 in respect of each Share held by them respectively. If there is a shortfall of assets remaining to satisfy such payments in full, the assets shall be distributed to the holders of the Shares pro rata to the number of Shares held by them respectively;

41.2 Subject to the payment of the amounts referred to in article 41.1 any remaining balance shall be applied [**Drafting Note:** there should be put in here what those adopting the Articles want to happen to the net proceeds after sale of the Hall. Such provisions could be for instance (i) to the purchase or renovation of alternative premises to the Hall within a [\*] mile radius of the Hall to be used as a masonic hall; or (ii) failing that shall be donated to the [*insert here the name of the relevant Provincial Masonic Charity*]; or (iii) [*the Masonic Province of [\*\*] For use for the upkeep and establishment of Masonic Halls in the Masonic Province of [\*\*]*].

### **42 Voting**

The holders of the Shares shall at all times be entitled to receive notice of and to attend and vote at general meetings of the Company in accordance with the Companies Acts and the articles.

## **DIVIDENDS AND OTHER DISTRIBUTIONS**

### **43 Procedure for declaring dividends**

- 43.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 43.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- 43.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 43.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.
- 43.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- 43.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 43.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

### **44 Payment of dividends and other distributions**

- 44.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:
- (a) transfer to a bank or building society account specified by the distribution recipient in writing;
  - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient in writing;
  - (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified in writing; or
  - (d) any other means of payment as the directors agree with the distribution recipient in writing.

- 44.2 In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable:
- (a) the holder of the share; or
  - (b) if the share has two or more joint holders, whichever of them is named first in the register of Members; or
  - (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

#### **45 No interest on distributions**

- 45.1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:
- (a) the terms on which the share was issued, or
  - (b) the provisions of another agreement between the holder of that share and the Company.

#### **46 Unclaimed distributions**

- 46.1 All dividends or other sums which are:

- (a) payable in respect of shares, and
- (b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.

- 46.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

- 46.3 If:

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment, and
- (b) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

#### **47 Non-cash distributions**

- 47.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any Company).



- 47.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:
- (a) fixing the value of any assets;
  - (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
  - (c) vesting any assets in trustees.

#### **48 Waiver of distributions**

48.1 Subject to article 48.2, distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if:

- (a) the share has more than one holder, or
- (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

48.2 Notice in writing waiving an entitlement to a dividend or other distribution pursuant to article 48.1 shall be in a form agreed with the Company.

### **CAPITALISATION OF PROFITS**

#### **49 Authority to capitalise and appropriation of capitalised sums**

49.1 Subject to the other provisions in the articles, the directors may, if they are so authorised by an ordinary resolution:

- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
- (b) appropriate any sum which they so decide to capitalise (**capitalised sum**) to the persons who would have been entitled to it if it were distributed by way of dividend (**persons entitled**) and in the same proportions.

49.2 Capitalised sums must be applied:

- (a) on behalf of the persons entitled, and
- (b) in the same proportions as a dividend would have been distributed to them.

49.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

- 49.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 49.5 Subject to the other provisions in the articles the directors may:
- (a) apply capitalised sums in accordance with articles 49.3 and 49.4 partly in one way and partly in another;
  - (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
  - (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

## **PART 4**

### **DECISION-MAKING BY SHAREHOLDERS**

#### **ORGANISATION OF GENERAL MEETINGS**

#### **50 Annual General Meeting**

The Company shall hold a general meeting as its annual general meeting in each period of nine months beginning with the day following the Company's accounting reference date. This must be in addition to any other general meetings held during that period.

#### **51 Attendance and speaking at general meetings**

- 51.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 51.2 A person is able to exercise the right to vote at a general meeting when:
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 51.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 51.4 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.

51.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

## **52 Quorum for general meetings**

The quorum for general meeting shall be [\*] members. No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

## **53 Chairing general meetings**

53.1 The Chairman shall chair general meetings if present and willing to do so.

53.2 If the Chairman is unwilling or unable to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start the Vice Chairman shall chair the meeting or if the Vice Chairman is unable or unwilling to chair the meeting:

- (a) the directors present, or
- (b) (if no directors are present), the meeting,

must appoint an Associate Member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

53.3 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

## **54 Attendance and speaking by directors and non-shareholders**

54.1 The Chairman of the meeting must permit the following to speak at any general meeting:-

- (a) directors, and
- (b) Associate Members, and
- (c) any other person at the discretion of the Chairman of the meeting.

## **55 Adjournment**

55.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

55.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

- (a) the meeting consents to an adjournment, or
- (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

- 55.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 55.4 When adjourning a general meeting, the chairman of the meeting must:
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
  - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 55.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- (a) to the same persons to whom notice of the Company's general meetings is required to be given, and
  - (b) containing the same information which such notice is required to contain.
- 55.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## **VOTING AT GENERAL MEETINGS**

### **56 Voting: general**

- 56.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.
- 56.2 Only a holder of shares is entitled to vote at a general meeting and its vote must be cast either by that holder, by one of the Associate Members of the Masonic Lodge for whom the shares are held as a Nominated Representative who shall be nominated in accordance with Article 56.3 or by the proxy pursuant to Articles 59 and 60. All Associate Members shall have the right to attend and speak at a general meeting and to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 56.3 An Associate Member nominated to vote on behalf of a holder of shares as referred to in Article 56.2 (**Nominated Representative**) may only be validly nominated by a notice in writing (**Appointing Notice**) which:
- (a) states the name and address of the shareholder appointing the Nominated Representative;
  - (b) identifies the person appointed to be that shareholder's Nominated Representative and the general meeting in relation to which that Nominated Representative is appointed;
  - (c) is signed by or on behalf of the shareholder appointing the Nominated Representative, or is authenticated in such manner as the Board may determine; and
  - (d) is delivered to the Board at any time prior to the opening of the General Meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with

any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate

and an Appointment Notice which is not delivered in such manner shall be invalid, unless the Board, in their discretion, accept the notice.

- 56.4 The Board may require Appointment Notices to be delivered in a particular form, and may specify different forms for different purposes and in the absence of any such requirement the Appointment Notice can be in any form provided it complies with the provisions of Article 56.3.
- 56.5 Appointment Notices may specify how the Nominated Representative is to vote (or is to abstain from voting) on one or more resolutions.
- 56.6 Unless an Appointment Notice indicates otherwise, it must be treated as:
- (a) allowing the Nominated Representative total discretion as to how to vote on any resolutions put to the meeting, and
  - (b) appointing that person as a Nominated Representative in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 56.7 An Appointment Notice may be revoked by delivering to the Board a notice in writing given by the shareholder on whose behalf the Appointment Notice was given.
- 56.8 A notice revoking an Appointment Notice only takes effect if it is delivered to the Board before the start of the meeting or adjourned meeting to which it relates.

## **57 Errors and disputes**

- 57.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 57.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

## **58 Poll votes**

- 58.1 A poll on a resolution may be demanded:
- (a) in advance of the general meeting where it is to be put to the vote, or
  - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 58.2 A poll on a resolution may be demanded in advance of a general meeting where it is to be put to the vote by any shareholder entitled to vote on it. A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 58.3 A demand for a poll may be withdrawn if:
- (a) the poll has not yet been taken; and

- (b) the chairman of the meeting consents to the withdrawal.

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

58.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

## **59 Content of proxy notices**

59.1 Proxies may only validly be appointed by a notice in writing (**proxy notice**) which:

- (a) states the name and address of the shareholder appointing the proxy;
- (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered to the Company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate

and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting.

59.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

59.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

59.4 Unless a proxy notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## **60 Delivery of proxy notices**

60.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

60.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

60.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

60.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

## **61 Amendments to resolutions**

61.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

61.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

61.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

**PART 5  
SALE OF THE HALL**

**62 Sale of the Hall**

- 62.1 The Hall shall not be sold by the Company without a resolution of the Members passed at a general meeting of the Company approving the sale. Such resolution approving the sale must receive the consent of a majority of the Members present and entitled to vote at the general meeting of which such resolution is proposed.
- 62.2 If the Hall is sold by the Company in circumstances where it is not a Return of Capital (in which case the provisions of Article 41.1 shall apply) then the net proceeds of sale after costs and any taxation shall be applied [**Drafting Note:** there should be put in here what those adopting the Articles want to happen to the net proceeds after sale of the Hall. Such provisions could be for instance (i) to the purchase or renovation of alternative premises to the Hall within a [\*] mile radius of the Hall to be used as a masonic hall; or (ii) failing that shall be donated to the [*insert here the name of the relevant Provincial Masonic Charity*]; or (iii) [*the Masonic Province of [\*\*] For use for the upkeep and establishment of Masonic Halls in the Masonic Province of [\*\*]*].

**PART 6  
ADMINISTRATIVE ARRANGEMENTS**

**63 Fees**

- 63.1 All Members shall be required to pay such yearly fees as may be determined by the Board. Such yearly fees shall become due on the first day of the Company's financial year and any Member whose yearly fees shall be in arrears for two months shall not be entitled to make any use of the Company's facilities at the Hall nor shall any of the Associate Members who are members of such Member unless they are also a member of another Member which is in good standing.
- 63.2 Subject to the provisions of article 63.3, any Masonic Lodge that ceases to be a Member shall remain liable for and shall pay to the Company all yearly fees and other monies which at the time of its ceasing to be a Member may be due from it to the Company.
- 63.3 If:-
- (a) a Member gives notice in writing to the Board, in accordance with article 35.7, that a Specified Event has occurred in relation to it; or
  - (b) the Board serves a Compulsory Sale Notice on a Member in accordance with article 35.7,
- and that notice or Compulsory Sale Notice is served not later than 14 days before the end of the then current financial year of the Company, the Member in question shall not be liable to pay any yearly fees due on the first day of the Company's next financial year even if it remains a Member on that date.

**64 Means of communication to be used**

- 64.1 Subject to the other provisions in the articles, anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which the Act provides for documents



or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.

- 64.2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
  - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
  - (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
  - (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a business day.

- 64.3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.
- 64.4 Subject to the other provisions of the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 64.5 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

## **65 No right to inspect accounts and other records**

Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder.

## **66 Provision for employees on cessation of business**

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or

shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

## **67 Company seal**

- 67.1 Any common seal may only be used by the authority of the directors.
- 67.2 The directors may decide by what means and in what form any common seal is to be used.
- 67.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 67.4 For the purposes of this article, an authorised person is:
- (a) any director of the Company;
  - (b) the Company secretary; or
  - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.
- 67.5 If the Company has an official seal for use abroad, it may only be affixed to a document if its use on that document, or documents of a class to which it belongs, has been authorised by a decision of the directors.

## **DIRECTORS' INDEMNITY AND INSURANCE**

## **68 Indemnity**

- 68.1 Subject to article 68.2 without prejudice to any indemnity to which a relevant officer is otherwise entitled:
- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them, including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated Company's) affairs; and
  - (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 68.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 68.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

68.3 In this article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

## **69 Insurance**

69.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

69.2 In this article:

- (a) a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor),
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.



### [\*\*\*\*] MASONIC

#### CLUB RULES

##### 1. Name

The Club shall be called [\*\*\*\*\*] Masonic Club (**the Club**).

##### 2. Interpretation

2.1. In these Rules, unless the context requires otherwise:

**Associate Member:** means any subscribing or honorary member of a Masonic Lodge that is a Member of the Club; **Business Day:** means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

**Chairman:** has the meaning given in Rule 7.1;

**Chairman of the Meeting:** has the meaning given in Rule 25.3;

**Committee Members:** means together the Executive Officers and the Ordinary Committee Members;

**Conflict:** has the meaning given in Rule 17.1;

**Conflict Authorisation:** has the meaning given to it in Rule 17.2;

**Document:** includes, unless otherwise specified, any document sent or supplied in electronic form;

**Electronic Form:** has the meaning given in section 1168 of the Act;

**Eligible Committee Member:** means a member of the Executive Committee who would be entitled to vote on a matter at a meeting of the Executive Committee (but excluding any member of the Executive Committee whose vote is not to be counted in respect of the particular matter);

**Executive Committee:** has the meaning given in Rule 7.1;

**Executive Officers:** means together the Chairman, Vice Chairman, Secretary and Treasurer;

**Hall:** means the Masonic Hall situated at [\*\*\*];

**Hard Copy Form:** has the meaning given in section 1168 of the Act;

**Instrument:** means a document in hard copy form;

**Masonic Lodge:** means a lodge or chapter (or any formalised group of men analogous thereto) comprising either of free and accepted freemasons operating under the auspices of the United Grand Lodge of England or any other Masonic Order recognised as such by the United Grand Lodge of England in respect of which to be a member one must be a Freemason;

**Member:** means a Masonic Lodge that is a member of the Club;

**Nominated Representative:** has the meaning given to it in Rule 28.1;

**Ordinary Committee Members:** means any member of the Executive Committee who is not an Executive Officer;

**Rules:** means these Rules;

**Secretary:** has the meaning given in Rule 7.1;

**Treasurer:** has the meaning given in Rule 7.1;

**Vice Chairman:** has the meaning given in Rule 7.1;

**Writing:** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

2.2. Headings in these Rules are used for convenience only and shall not affect the construction or interpretation of these Rules.

2.3. A reference in these Rules to a "Rule" is a reference to the relevant Rule of these Rules unless expressly provided otherwise.

2.4. Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:-

- 2.4.1. any subordinate legislation from time to time made under it, and
- 2.4.2. any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

2.5. Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

### **3. Objects**

3.1. The main objects of the Club are as follows:-

3.1.1. to provide facilities for the association between Freemasons and the provision of opportunities for recreation and social intercourse and refreshment for the benefit of the Club's Members and Associate Members and their guests;

3.1.2. the provision of all necessary facilities for the holding of meetings of Masonic Lodges;

3.1.3. to maintain the Hall and keep it in good repair.

### **4. Membership**

4.1 Only a Masonic Lodge that ordinarily holds its regular meetings at the Hall can be a Member. Any such Masonic Lodge will be automatically recorded in the list of Members retained by the Club and shall remain as a Member subject to the provisions of these Rules.

4.2 Any Associate Member can use the facilities of the Club but he shall not be entitled to a vote at any general meeting of the Club.

4.3 Every Member of the Club and every Associate Member is bound by and must submit to these Rules and the by-laws and regulations of the Club from time to time.

4.4 A Member may only resign from the Club if it shall no longer be holding its regular meetings at the Hall. In such case the Member shall give notice in writing to the Executive Committee by recorded delivery not later than 14 days before the expiration of the then current Club year, otherwise the Member shall be liable to pay its yearly fees for the ensuing year.

4.5 A Member ceasing to use the Hall to hold its regular meetings shall automatically cease to be a Member of the Club even if it does not give a notice of resignation pursuant to Rule 4.4. For the purpose of calculating the fees owing by such Member pursuant to Rule 4.4, a Member ceasing to use the Hall but not having given notice pursuant to Rule 4.4 shall have been deemed to have resigned from a date one calendar month after the day of the last regular meeting such Member held at the Hall.

4.6 A resigned Member of the Club who has discharged all its liabilities to the Club and wishes to rejoin may do so if it serves notice on the Executive Committee that it wishes to resume holding its regular meetings at the Hall and the Executive Committee may, at its discretion, excuse it any entrance fee.

### **5. Subscription**

5.1 Members of the Club shall be required to pay such subscriptions as may be determined by the Executive Committee with the sanction of a General Meeting. Subscriptions become due on the first day of the Club's financial year and any Member whose subscription shall be in arrears for two months shall not be entitled to make any use of the Club facilities at the Hall or exercise or enjoy any privilege of membership nor shall any of the Associate Members who are members of the Member in question unless they are also a member of another Member which is in good standing.

5.2 Subject to the provisions of Rules 4.4 and 4.5, any Masonic Lodge that ceases to be a Member shall remain liable for and shall pay to the Club all subscriptions and other monies which at the time of its ceasing to be a Member may be due from it to the Club.

## **6 Disciplinary Matters and Expulsion**

6.1 If the conduct of any Member or Associate Member is in the opinion of the Executive Committee injurious or likely to be injurious to the character or interests of the Club or Freemasonry, the Executive Officers may make written recommendation to the Executive Committee for the imposition of a sanction on such Member or Associate Member as they see fit. Within 14 days of the Executive Committee receiving such recommendation it shall appoint a sub-Committee (the "Disciplinary Committee") comprising three members of the Executive Committee, one of whom shall be the Chairman or Vice Chairman and the remaining two being Ordinary Committee members. The Disciplinary Committee shall give not less than 21 days' notice to the Member or Associate Member concerned of the date, place and time at which any sanction upon it or him is to be considered ("the Disciplinary Hearing").

6.2 Such notice shall inform the Member concerned of (i) the particulars of the complaint made against it or him and (ii) that it or he shall be entitled to attend to answer the complaint with or without a representative who shall be an Associate Member or make answer in writing if it or he prefers and (iii) that no sanction shall be ratified in the absence of a majority decision of the members of the Disciplinary Committee to that effect.

6.3 If a sanction is imposed, the Member concerned has a right of Appeal against the decision of the Disciplinary Committee and such Appeal must be lodged in writing with the Club Secretary not less than 14 days after the decision has been communicated to the Member concerned. Subject to the provisions of rule 6.4 any sanction imposed shall be brought into effect upon the fifteenth day following the decision of the Disciplinary Committee being communicated to the Member concerned but in the event of an Appeal being lodged then the sanction shall be suspended in its effect pending the determination of the Appeal.

6.4 The hearing of any Appeal shall be by an Appeals Committee comprising two Past Executive Officers who remain Associate Members of the Club who shall sit with not less than three Committee members who were not members of the relevant Disciplinary Committee; provided that in the event that a Past Executive Officer is not available for this purpose then the Appeals Committee shall proceed to be regularly appointed without such Past Executive Officer or Officers. At the Appeal Hearing the Appellant may appear personally or by a representative who shall be an Associate Member and the Club may appear by one of its Executive Officers. Subject to rule 6.5 any decision of the Appeals Committee shall be final and binding on the Member concerned and the Club.

6.5 Any sanction imposed under rule 6.3 upon a Member or an Associate Member who is a Freemason, by which their respective rights to membership are suspended or revoked with the consequence that they will be unable to hold or attend their regular Masonic meetings, shall be forthwith communicated to the Provincial Grand Master of the relevant Masonic Province who shall have an overriding discretion concerning its application and effect subject to or in consequence of the proviso contained in rule 6.6.

6.6 Provided that the Executive Committee shall reserve the right to report to the Provincial Grand Master of the relevant Masonic Province any conduct which it considers may bring Freemasonry into disrepute or to be likely to be injurious to the character or interests of the Club, in order that the Provincial Grand Master may consider whether to take Masonic disciplinary proceedings.

## **7 Management**

- 7.1. The management of the Club shall be vested in a committee to be known as the Executive Committee consisting of a Chairman, Vice Chairman, Secretary, Treasurer and not more than [\*\*] Ordinary Committee Members.
- 7.2. Following the adoption of this Constitution, the following shall make up the Executive Committee:-
- (a) the Chairman shall be the Chairman of the Club in office immediately prior to the adoption of these Articles;
  - (b) the Vice Chairman shall be the Vice Chairman of the Club in office immediately prior to the adoption of these Articles;
  - (c) the Secretary shall be the Honorary Secretary of the Club in office immediately prior to the adoption of these Articles;
  - (d) the Treasurer shall be the Treasurer of the Club in office immediately prior to the adoption of these Articles;
  - (e) the balance of the Executive Committee being the Ordinary Committee Members shall be all other persons in office on the committee running the Club immediately prior to the adoption of these Articles;

and they shall all remain in office until the [first] annual general meeting held by the Club following the adoption of this Constitution.

## **8 Election of the Board**

- 8.1. At the [first] Annual General Meeting of the Club following the adoption of these Rules and at each subsequent Annual General Meeting there shall be elected the Executive Officers and up to [\*\*] other Ordinary Committee Members. Only those persons who have either retired by rotation and have put themselves up for re-election pursuant to Rule 8.2 or who shall be nominated for such positions by notice in writing received from any Member and delivered to the Secretary at least ten days prior to the relevant Annual General Meeting shall be eligible for election at the Annual General Meeting.
- 8.2. At the [first] Annual General Meeting of the Club and at each subsequent Annual General Meeting all Members of the Executive Committee who shall have served as a Committee Member for not less than three years since his last election as a Committee Member shall retire up to a maximum retirement of one-third of the relevant Committee Members. If more than one-third of the then current Committee Members shall be liable to retire as a result of this Rule at any particular Annual General Meeting then they shall retire in order of seniority (beginning with the longest serving first) and insofar as more than one third shall be eligible for retirement after applying the rule as to seniority they shall draw lots to decide which of them shall retire at that Annual General Meeting. Any Committee Member retiring pursuant to this Rule 8.2 may offer himself for re-election by serving notice of such intention on the Secretary of the Club at any time up to ten days prior to the Annual General Meeting in question.
- 8.3. To be eligible to serve as a Committee Member a person must be an Associate Member of the Club and save in respect of the nominations referred to in Rule 8.2 must be proposed in writing by a Member. The names of all candidates so nominated shall be written on a nomination sheet which will be posted and remain in the Hall for seven days before the day of election with a copy being served on each Member. In the case of a tie between two candidates, the Chairman of the Meeting shall have a casting vote.
- 8.4. Any Committee Member who ceases to be an Associate Member of the Club shall immediately resign from the Executive Committee.

## **9 Authority of Executive Committee**

- 9.1 The Executive Committee is responsible for the day to day running of the Club subject to the provisions of these Rules.
- 9.2 Subject to the other provisions of these Rules, the Executive Committee may delegate any of the powers which are conferred on it under these Rules to such person or committee and by such means (including by power of attorney) and to such an extent in relation to such matters and on such terms and conditions as they think fit.
- 9.3 If the Executive Committee so specify, any such delegation may authorise further delegation of the Executive Committee's powers by any person to whom they are delegated.
- 9.4 The Executive Committee may revoke any such delegation in whole or part, or alter its terms and conditions.
- 9.5 Subject to Rule 9.6 Committees or persons to which the Executive Committee delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Rules which govern the taking of decisions by the Executive Committee.
- 9.6 The Executive Committee may make rules of procedure for all or any committees, which prevail over Rules derived from these Rules if they are not consistent with them.

## **10 Executive Committee Meetings**

- 10.1 The general rule about decision-making by the Executive Committee is that any decision of the Executive Committee must be either a majority decision at a meeting or a decision taken in accordance with Rule 11.
- 10.2 The Executive Committee shall meet once in each month, and at such other times as they shall decide from time to time necessary for transacting the business of the Club.
- 10.3 The Executive Committee, in addition to the powers specifically conferred on it by these Rules, shall have the control of the finances of the Club, power to engage, control and dismiss the Club's staff and all administrative powers necessary to properly carry out all the objects of the Club in accordance with these Rules.
- 10.4 Save in respect of any alteration or amendment to these Rules, the Executive Committee may make, repeal and amend such by-laws or regulations as it may from time to time consider necessary for the wellbeing of the Club. By-laws and regulations, repeals and amendments shall continue to have effect until otherwise determined by the Executive Committee or a General Meeting. No by-law or regulation may conflict with these Rules and in the case of such conflict these Rules shall apply.
- 10.5 The Executive Committee shall have the power to fill a vacancy on the Executive Committee by co-opting any Associate Member to be a member of the Executive Committee until the next Annual General Meeting of the Club. The Associate Member so co-opted shall have the same rights and responsibilities as any other Committee Member including voting rights.

## **11 Unanimous decisions**

- 11.1 A decision of the Executive Committee is taken in accordance with this Rule 11 when all Eligible Committee Members indicate to each other by any means that they share a common view on a matter.
- 11.2 Such a decision as referred to in Rule 11.1 may take the form of a resolution in writing, where each Eligible Committee Member has signed one or more copies of it, or to which each Eligible Committee Member has otherwise indicated agreement in writing.



11.3 A decision may not be taken in accordance with Rule 11 if the Eligible Committee Members would not have formed a quorum at a meeting of the Executive Committee.

## **12 Calling an Executive Committee Meeting**

12.1 Any Executive Officer may call a meeting of the Executive Committee by giving notice of the meeting to the Committee Members or by authorising the Secretary to give such notice.

12.2 Notice of any Executive Committee meeting must indicate:

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that Committee Members participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

12.3 Notice of a meeting of the Executive Committee must be given to each Committee Member, but need not be in writing.

12.4 Notice of a meeting of the Executive Committee need not be given to Committee Members who waive their entitlement to notice of that meeting, by giving notice to that effect to the Club via the Secretary not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

## **13 Participation in Executive Committee meetings**

13.1 Subject to the other provisions of these Rules, Committee Members participate in an Executive Committee meeting, or part of an Executive Committee meeting, when:

- (a) the meeting has been called and takes place in accordance with these Rules, and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

13.2 In determining whether Committee Members are participating in an Executive Committee meeting, it is irrelevant where any Member of the Executive Committee is or how they communicate with each other.

13.3 If all the Committee Members participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

## **14 Quorum for Executive Committee meetings**

14.1 At an Executive Committee meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

14.2 Subject to Rule 14.3, the quorum for the transaction of business at an Executive Committee meeting may be fixed from time to time by a decision of the Executive Committee and unless otherwise fixed it is **[\*\*]** Eligible Committee Members.

14.3 For the purposes of any meeting (or part of a meeting) held pursuant to Rule 17 to authorise a Conflict, if there is only one Committee Member in office besides the conflicted Committee Members, the quorum for such meeting (or part of a meeting) shall be one Eligible Committee Member.

14.4 If the total number of Committee Members in office for the time being is less than the quorum required, the Executive Committee must not take any decision other than a decision:

- (a) to co-opt further Committee Members, or

- (b) to call a general meeting so as to enable the Members of the Club to appoint further Committee Members.

14.5 If the Chairman is not participating in an Executive Committee meeting within ten minutes of the time at which it was to start, then the Vice Chairman shall act in his stead and in the absence of the Vice Chairman so acting then the Treasurer shall act in his stead and in the absence of the Treasurer so acting then the Secretary shall act in his stead and in the absence of any Executive Officer so acting then the Committee Members participating in the meeting must appoint one of their number to chair the meeting.

## **15 Casting vote**

15.1 If the numbers of votes for and against a proposal at a meeting of the Executive Committee are equal, the Chairman or other Committee Member chairing the meeting has a casting vote.

15.2 Rule 15.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with these Rules, the Chairman or other Committee Member chairing the meeting is not an Eligible Committee Member for the purposes of that meeting (or part of a meeting).

## **16 Transactions or other arrangements with the Club**

16.1 Provided he has declared the nature and extent of his interest and a Conflict Authorisation has been granted a Committee Member who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Club:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Club or in which the Club is otherwise (directly or indirectly) interested;
- (b) shall provided a Conflict Authorisation has been given:-
  - (i) be an Eligible Committee Member for the purposes of any proposed decision of the Executive Committee (or committee appointed by the Executive Committee) in respect of such contract or proposed contract in which he is interested;
  - (ii) shall be entitled to vote at a meeting of the Executive Committee or of a committee of the Executive Committee, or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
  - (iii) may act by himself or his firm in a professional capacity for the Club (otherwise than as auditor or account examiner) and he or his firm shall be entitled to remuneration for professional services;
  - (iv) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Club is otherwise (directly or indirectly) interested.

16.2 For the purposes of this Rule 16, references to proposed decisions and decision-making processes include any meeting of the Executive Committee or part of a meeting of the Executive Committee.

16.3 Subject to Rule 16.4, if a question arises at a meeting of the Executive Committee or of a committee of the Executive Committee as to the right of a Committee Member to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairman whose ruling in relation to any Committee Member other than the Chairman is to be final and conclusive.

16.4 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairman, the question is to be decided by a decision of the Committee Members at that meeting, for which purpose the Chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

## 17 Committee Members' conflicts of interest

17.1 The Executive Committee may authorise any matter proposed to them by any Committee Members which would, if not authorised constitute or give rise to a situation in which a Committee Member has or can have, a direct or indirect interest which conflicts, or possibly may conflict with the interest of the Club (including, without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the Club could take advantage of it) (**Conflict**).

17.2 Any authorisation under this Rule 17 (**Conflict Authorisation**) will be effective only if:

- (a) the Committee Member has disclosed to the other Committee Members the nature and extent of his interest in any Conflict, such disclosure to be made as soon as reasonably practicable;
- (b) the matter in question shall have been proposed by any Committee Member for consideration at a meeting of the Executive Committee in the same way that any other matter may be proposed to the Executive Committee under the provisions of these Rules or in such other manner as the Executive Committee may determine;
- (c) any requirement as to the quorum at the meeting of the Executive Committee at which the matter is considered is met without counting the conflicted Committee Member in question; and
- (d) the matter was agreed to without the conflicted Committee Member in question voting or would have been agreed to if his vote had not been counted.

17.3 Any Conflict Authorisation may (whether at the time of giving the authority or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the Executive Committee may determine;
- (c) be terminated or varied by the Executive Committee at any time.

This will not affect anything done by the Committee Member in question prior to such termination or variation in accordance with the terms of the authorisation.

17.4 In giving a Conflict Authorisation, the Executive Committee may decide (whether at the time of giving the Conflict Authorisation or subsequently) that if a Committee Member has obtained any information through his involvement in the Conflict otherwise than as a Committee Member and in respect of which he owes a duty of confidentiality to another person the Committee Member is under no obligation to:

- (a) disclose such information to the Executive Committee or to any Committee Member or employee of the Club;
- (b) use or apply any such information in performing his duties as a Committee Member, where to do so would amount to a breach of that confidence.

17.5 In giving a Conflict Authorisation the Executive Committee may provide (whether at the time of giving the authority or subsequently) without limitation to Rule 17.3(b) that the Committee Member in question:

- (a) is excluded from discussions and/or the making of decisions (whether at meetings of directors or otherwise) related to the conflict;
- (b) is not given any documents or other information relating to the conflict;
- (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of the Executive Committee in relation to any resolution relating to the conflict.

17.6 Where the Executive Committee give a Conflict Authorisation:

- (a) the terms of the Conflict Authorisation shall be recorded in writing (but the Conflict Authority shall be effective whether or not the terms are so recorded);
- (b) the Committee Member in question will be obliged to conduct himself in accordance with any terms imposed by the Executive Committee in relation to the Conflict Authorisation;

- (c) the Committee Member in question will not infringe any duty he owes to the Club provided he acts in accordance with such terms, limits and conditions (if any) as the Executive Committee impose in respect of the conflict authorisation.

17.7 A Committee Member is not required, by reason of being a Committee Member (or because of any fiduciary relationship established by reason of being a Committee Member), to account to the Club for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Executive Committee pursuant to Rule 17 or by the Club in general meeting (subject in each case to any terms, limits or conditions attaching to that Conflict Authorisation) and no contract shall be liable to be avoided on such grounds.

## **18 Records of decisions to be kept**

18.1 The Executive Committee must ensure that the Club keeps a record, in writing, for at least [\*\*] years from the date of the decision recorded, of every unanimous or majority decision taken by the Executive Committee.

18.2 Where decisions of the Executive Committee are taken by electronic means, such decisions shall be recorded by the Executive Committee in permanent (but not necessarily hard copy) form, so that they may be read with the naked eye.

## **19 Termination of Committee Member's appointment**

19.1 A person shall cease to be a Committee Member as soon as:

- (a) he ceases to be an Associate Member;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Club stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (f) written notification is received by the Club from that person that he is resigning from office as a Committee Member and such resignation has taken effect in accordance with its terms;
- (g) that person ceases to be a Freemason pursuant to the Book of Constitution of the United Grand Lodge of England.

## **20 Committee Member's remuneration**

20.1 Committee Members are entitled to such remuneration as the Executive Committee may determine:

- (a) for their services to the Club as Committee Members, and
- (b) for any other service which they undertake for the Club.

20.2 Subject to the other provisions of these Rules, a Committee Member's remuneration may:

- (a) take any form, and
- (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Committee Member.

20.3 Unless the Executive Committee decide otherwise, a Committee Member's remuneration accrues from day to day.

## **21 Expenses**

The Club may pay any reasonable expenses which the Committee Members properly incur in connection with their attendance at Executive Committee meetings or general meetings, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Club.

## **22 General Meetings**

The Club shall hold a general meeting as its annual general meeting in each period of six months beginning with the day following the end of the Club's financial year. This is in addition to any other general meetings held during that period.

## **23 Quorum for general meetings**

23.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

23.2 [25]% of all Members eligible to vote at a general meeting shall form a quorum at any general meeting. If within thirty minutes from the time appointed for the meeting a quorum is not present, the Meeting shall stand adjourned until such date as determined by the Executive Committee and the Members of the Club shall be given at least seven days' notice of the adjourned date. If there is no quorum at such adjourned meeting [the Members present may transact the business for which the meeting was called][the meeting shall be abandoned].

## **24 Voting and attendance speaking at general meetings**

24.1 Only a Member is entitled to vote at a general meeting and its vote must be cast by one of its members as a Nominated Representative who shall be nominated in accordance with Rule 28. All Associate Members shall have the right to attend and speak at a general meeting and to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

24.2 The Executive Committee may make whatever arrangements they consider appropriate to enable those members and Associate Members attending a general meeting to exercise their rights to speak at it and for all Members who are attending to vote at it.

24.3 In determining attendance at a general meeting, it is immaterial whether any two or more Members are in the same place as each other.

24.4 Two or more Members who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

## **25 Chairing general meetings**

25.1 The Chairman shall chair general meetings if present and willing to do so.

25.2 If the Chairman is unwilling or unable to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start the Vice Chairman shall chair the meeting in his stead and in the absence of the Vice Chairman so acting then the Treasurer shall chair the meeting in his stead and in the absence of the Treasurer so acting the Secretary shall chair the meeting in his stead and in the absence of any Executive Officer so acting then those Committee Members present shall choose one of them to chair the meeting and in the absence of any such Committee Member so acting those Members present shall choose any Associate Member present to chair the meeting, and the appointment of the Chairman of the Meeting must be the first business of the meeting.

25.3 The person chairing a meeting in accordance with this Rule 25 is referred to as "the Chairman of the Meeting".

## 26 Adjournment

26.1 If the Members attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairman of the Meeting must adjourn it.

26.2 The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if:

- (a) the meeting consents to an adjournment, or
- (b) it appears to the Chairman of the Meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

26.3 When adjourning a general meeting, the Chairman of the Meeting must:

- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

26.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Executive Committee must give at least 5 Business Days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

- (a) to the same Members to whom notice of the Club's general meetings is required to be given, and
- (b) containing the same information which such notice is required to contain.

26.5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## 27 Resolutions

27.1 A resolution put to the vote of a general meeting must be decided on a show of hands with one vote per Member. For the avoidance of doubt Associate Members although entitled to speak at any general meeting shall not be entitled to vote unless they are a Nominated Representative pursuant to Rule 28.

27.2 A resolution to be proposed at a general meeting may be amended by resolution if notice of the proposed amendment is given to the Executive Committee in writing by a Member entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairman of the Meeting may determine).

27.3 If the Chairman of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman of the Meeting's error does not invalidate the vote on that resolution.

## 28 Nominated Representatives

28.1 An Associate Member nominated to vote on behalf of a Member as referred to in Rule 24.1 (**Nominated Representative**) may only be validly nominated by a notice in writing (**Appointing Notice**) which:

- (a) states the name and address of the Member appointing the Nominated Representative;

- (b) identifies the person appointed to be that Member's Nominated Representative and the general meeting in relation to which that Nominated Representative is appointed;
- (c) is signed by or on behalf of the Member appointing the Nominated Representative, or is authenticated in such manner as the Executive Committee may determine; and
- (d) is delivered to the Secretary at any time prior to the opening of the General Meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate

and an Appointment Notice which is not delivered in such manner shall be invalid, unless the Executive Committee, in their discretion, accept the notice.

28.2 The Executive Committee may require Appointment Notices to be delivered in a particular form, and may specify different forms for different purposes and in the absence of any such requirement the Appointment Notice can be in any form provided it complies with the provisions of Rule 28.1.

28.3 Appointment Notices may specify how the Nominated Representative is to vote (or is to abstain from voting) on one or more resolutions.

28.4 Unless an Appointment Notice indicates otherwise, it must be treated as:

- (a) allowing the Nominated Representative total discretion as to how to vote on any resolutions put to the meeting, and
- (b) appointing that person as a Nominated Representative in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## **29 Revocation of Appointment Notices**

29.1 An Appointment Notice may be revoked by delivering to the Secretary a notice in writing given by the Member on whose behalf the Appointment Notice was given.

29.2 A notice revoking an Appointment Notice only takes effect if it is delivered to the Secretary before the start of the meeting or adjourned meeting to which it relates.

## **30 Errors and disputes**

30.1 No objection may be raised to the qualification of any Member or Nominated Representative voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

30.2 Any such objection referred to in Rule 30.1 must be referred to the Chairman of the Meeting, whose decision is final.

## **31 Requisitioning a General Meeting**

A General Meeting must be called by the Executive Committee on receipt of a requisition signed by at least [\*\*]% of the Members of the Club entitled to vote at any general meeting.

## **32 Notice of Meetings**

32.1 Fourteen days' notice of every general meeting must be sent to the Members together with an Agenda stating the business to be transacted.

32.2 Subject to the other provisions of these Rules, anything to be sent or served upon the Club or the Executive Committee may be sent by first class post or hand delivered addressed to the Secretary at the Hall.

- 32.3 Any notice, document or other information to be served on or delivered to a Member or Associated Member shall be deemed served on or delivered to the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
  - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
  - (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
  - (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Rule 32.3, no account shall be taken of any part of a day that is not a Business Day.

- 32.4 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to the last known address that had been supplied by the recipient to the Club.
- 32.5 Subject to the other provisions of these Rules, any notice or document to be sent or supplied to a Committee Member in connection with the taking of decisions by the Executive Committee may also be sent or supplied by the means by which that Committee Member has asked to be sent or supplied with such notices or documents for the time being.
- 32.6 A Committee Member may agree with the Executive Committee that notices or documents sent to that Committee Member in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.
- 32.7 The posting of a notice to a Member at the address shown in the Club Register shall be deemed to be good and sufficient notice in respect of all general meetings.
- 32.8 The accidental omission to send a notice of general meeting or the non-receipt of such notice by any Member of the Club entitled to receive such notice shall not invalidate the proceedings of the meeting concerned.
- 32.9 In addition to the notices of meeting referred to in Rule 32.1, the Secretary shall post a notice of all general meetings on the notice board at the Hall at least 7 days prior to the meeting save in respect of a Meeting called pursuant to Rule 31 when the notice shall be so posted in the Hall at least 14 days prior to the meeting.

### **33 Accounts**

- 33.1 The Executive Committee may engage a firm of accountants to carry out an independent review and examination and then certify the Balance Sheet and Accounts of the Club.
- 33.2 If no firm is engaged to act as independent accountants pursuant to Rule 33.1, two Members shall be appointed at the Annual General Meeting to carry out an independent review and examination and then certify the Balance Sheet and Accounts of the Club.



### **34 Visitors and Guests of Members and Associate Members**

Members and Associate Members may introduce guests and must record the name of each guest introduced in the Visitor's book provided by the Executive Committee or in the attendance book of the Masonic Lodge which is the Member in question or of which the Associate Member is a member.

### **35 Licensing Act**

35.1 In accordance with the provisions of Section 49 of the Licensing Act 1964 or any statutory modification thereof there may be admitted to the Hall persons other than Members or Associated Members and intoxicating liquor may be supplied to them, by or on behalf of the Club, for consumption on the premises and not elsewhere. Such persons shall be as follows:-

- (a) persons visiting a Member as an invited guest of that Member or of an Associated Member;
- (b) persons attending pre-arranged events which have the approval of the Executive Committee, providing such approval is recorded in the minutes of a meeting of the Executive Committee held at least seven days before the date of such event.

35.2 The sale of alcohol shall take place only at times permitted by the Club's Liquor Licence.

35.3 Persons under the age of eighteen years shall not be supplied with or permitted to consume alcohol anywhere in the Hall.

35.4 No person may at any time receive at the expense of the Club or of any Member or Associated Member any commission, percentage or similar payment on or with reference to purchases of intoxicating liquor by the Club.

35.5 No person may directly or indirectly derive any pecuniary benefit from the supply of intoxicating liquor by or on behalf of the Club to Members or Associated Members or their guests or others so entitled, apart from any benefit accruing to the Club as a whole and also apart from any benefit derived indirectly by reason of the supply giving rise to or contributing to a general gain from the carrying on of the Club.

### **36 Trustees**

36.1 For the purpose of these Rules the expression "Trustee" shall mean any person who is designated as a Trustee pursuant to a Trust Deed (**the Trust Deed**) dated [\*\*\*\*] between (1) the Club, (2) [\*\*\*] and any person who has been appointed as a Trustee pursuant to the Trust Deed or any document varying or amending the same.

36.2 The appointment and removal of Trustees shall be governed by the Trust Deed and neither the Members nor the Executive Committee shall be empowered to appoint or remove any Trustee unless empowered so to do by the Trust Deed.

### **37 Powers of Trustees**

37.1 The powers of the Trustees shall be governed by the Trust Deed and, where applicable, these Rules and in the case of any conflict between the Trust Deed and these Rules, the provisions of the Trust Deed shall prevail.

37.2 The Club's Assets including the Hall shall be vested in the Trustees from time to time who shall hold such property vested in them to be dealt with by them as the Club shall in general meeting from time to time direct by resolution (of which an entry in the minute book shall be conclusive evidence).

37.3 The Trustees shall be indemnified against risk and expense out of the Club's property. The Trustees shall hold office until death or resignation or until removed from office in accordance with the provisions of the Trust Deed.

### **38 Indemnity to Trustees and members of the Board**

Every Trustee and member of the Executive Committee shall be entitled to be and shall be indemnified out of the funds of the Club against all liability properly incurred on behalf of the Club and, if practical, insurance should be taken out against such liability.

### **39 No right to inspect accounts and other records**

Except as provided by law or authorised by the Executive Committee or by resolution of the Club in general meeting, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a Member or Associate Member.

### **40 Indemnity**

40.1 Subject to Rule 40.2 without prejudice to any indemnity to which a relevant Committee Member is otherwise entitled:

- (a) each Committee Member shall be indemnified out of the Club's assets against all costs, charges, losses, expenses and liabilities incurred by him in the execution and/or discharge of his duties, or in relation to them, including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a Committee Member, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Club's affairs; and
- (b) the Club may provide any relevant Committee Member with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Rule 40.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

40.2 Rule 40 does not authorise any indemnity which would be prohibited or rendered void by any provision of law or any statute.

### **41 Insurance**

41.1 The Executive Committee may decide to purchase and maintain insurance, at the expense of the Club, for the benefit of any relevant Committee Member in respect of any relevant loss.

41.2 In Rule 41.1:

- (a) a "relevant Committee Member" means any Committee Member or former Committee Member of the Club,
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Committee Member in connection with the proper discharge of that relevant Committee Member's duties or powers in relation to the Club.

### **42 Sale of Hall**

42.1 The Hall shall not be sold without a resolution of the Club approving the sale. Such resolution approving the sale must receive the consent of not less than four-fifths of the Members present and entitled to vote at the general meeting at which the resolution is proposed.

42.2 If the Hall is sold in circumstances where it is not part of the dissolution of the Club then the net proceeds of sale after costs and any taxation shall be applied [**Drafting Note:** there should be put in here what those adopting this Constitution want to happen to the net proceeds on the Sale of the Hall. Such provisions could be for instance (i) to the purchase or renovation of alternative premises to the Hall within a [\*] mile radius of the Hall to be used as a masonic hall; or (ii) failing that shall be donated to the [*insert here the name of the relevant Provincial Masonic Charity*]; or (iii) [*the Masonic Province of [\*\*] For use for the upkeep and establishment of Masonic Halls in the Masonic Province of [\*\*]*].

#### **43 Dissolution**

43.1 A resolution to dissolve the Club must receive the consent of not less than four-fifths of the Members present and entitled to vote at a General Meeting.

43.2 On a dissolution of the Club, any assets remaining after the payment of its liability shall be applied [**Drafting Note:** there should be put in here what those adopting this Constitution want to happen to the net assets on the dissolution of the Club. Such provisions could be for instance (i) to the purchase or renovation of alternative premises to the Hall within a [\*] mile radius of the Hall to be used as a masonic hall; or (ii) failing that shall be donated to the [*insert here the name of the relevant Provincial Masonic Charity*]; or (iii) [*the Masonic Province of [\*\*] For use for the upkeep and establishment of Masonic Halls in the Masonic Province of [\*\*]*].

#### **44 Provision for employees on cessation of business**

The Executive Committee may decide to make provision for the benefit of persons employed or formerly employed by the Club in connection with the dissolution of the Club.

#### **45 Alteration of Rules**

45.1 Subject to Rule 45.2 these Rules cannot be altered except with the consent of not less than two-thirds of the Members present and entitled to vote at a General Meeting.

45.2 Rules 36 to 38 (inclusive) and all the sub-Rules thereof cannot be altered, except with the consent of not less than two-thirds of the Members present and entitled to vote at a general meeting together with the consent in writing of not less than four-fifths of the Trustees.

## Appendix 4

### Case Study – Outsourcing Catering Services at a Masonic Centre



1. The centre is located in a town with a population of 60,700 and is wholly owned by the local Masonic Association. It provides meeting facilities for 10 Craft Lodges, 3 Royal Arch Chapters, 1 Mark Lodge, 1 Royal Ark Mariner Lodge, 1 Rose Croix Chapter and 1 Preceptory.
2. The centre has one Lodge room with separate practice rooms, a lounge bar and dining room in a town centre location with adjacent local authority owned car parking facilities and is licensed to have a maximum of 100 people on the premises at any one time.
3. The current Craft membership is 333, compared with 349 in 2009/10 prior to outsourcing. The Masonic Association charges Lodges, Chapters and other Orders on a per capita per meeting basis for the use of the centre.
4. Prior to outsourcing, catering at the centre had been provided by a number of contracted suppliers over the years, ranging from a large commercial catering company to catering students from the local College. All of these suppliers were solely concerned with the provision of meals for Masonic meetings and events based at the centre.
5. All other activities, such as bar staffing and cleaning, were provided either by volunteers or paid employees of the Masonic Association.
6. In 2009/10 a new Licensing Act came into force which allowed the Masonic Association to vary the terms of its premises licence, so opening up increased opportunities for private lettings for functions with no Masonic connection.
7. The caterer at that time was keen to work with the Association in maximising the use of the facilities through the development of a website and successful joint marketing of the centre.
8. Ownership of the centre and its maintenance, and overall control of activities within the building, remain with the Masonic Association.
9. The caterer is now contracted to provide catering, bar and cleaning services for both Masonic occasions and outside functions. Profits from catering Masonic and non-Masonic functions are retained by the caterer, with the Masonic Association taking overall bar profits and per capita charges from Lodges, Chapters and other Orders which meet in the centre.
10. The centre is now licensed for weddings, enabling the ceremony and subsequent celebrations to be conducted in the same venue for the convenience of guests.
11. This outsourcing arrangement has proved advantageous to both the caterer and the Masonic Association and relies heavily on a high level of trust between both parties for their mutual benefit.
12. The catering supplier has a contract with break points every two years, at which time issues such as meal costs for Masonic meetings are reconsidered. The contract has a clause allowing the caterer to request cost reviews in the event of inflation eroding profitability between biennial reviews. The contract also requires 3 months' notice by either party for termination.
13. Masonic users of the centre are required to book events through a formal booking process. However, if the centre has already been booked for an outside function, particularly at weekends, that event takes priority. The onus is on Lodges etc. to develop social programmes in good time to book them in to the centre. This approach has not caused any major problems and is now well established and understood.
14. This outsourcing model has worked extremely well, with the Association being financially secure and well placed to deal with major unforeseen costs such as re-roofing and replacing the boiler system in the past two years.
15. The Masonic Association estimates that the profitability of the centre has increased by some 60% since the introduction of the outsourced catering arrangements.

16. This very successful outsourcing model is currently being implemented at a smaller neighbouring Hall with 4 Craft Lodges, 3 Royal Arch Chapters, 1 Mark Lodge and 1 Preceptory. Rental income at this Hall is also calculated on a per capita per meeting basis.

## Appendix 5 Financial Management



- In order to address current problems, potential future problems and the financial consequences of any changes in business model, it is essential that accurate financial records are maintained.
- It is unnecessary to be too prescriptive about the actual form of records that are to be maintained which will to some extent be dictated by the personal preferences and resources of the management as well as the activities within the centre but in any event those records must be sufficient to provide details of income and expenditure for any given period and assets and liabilities at any given date.
- If the centre is operated through a limited company (the preferred structure in the majority of centres) there is a statutory obligation to maintain such records as well as a commercial need. Although because of their size a large number of the companies running centres would enjoy exemption from the obligation for these to be audited although this might be a requirement of the management and membership of the company.
- In addition to maintaining an historic record of transactions a detailed twelve month forecast of profitability and cash flow should be prepared as well as a broader, less detailed business plan looking some years ahead.
- The business plans should be continually updated to reflect more recent experience and changes in assumptions - see the [Marlow Masonic Centre success story and case study](#).
- In particular forecasts and business plans should be amended to incorporate any proposed changes in the business model to identify the financial consequences of these.
- The management should prepare and review interim management accounts (possibly quarterly) and compare these to the forecast for the same period identifying the causes of variances.
- The annual report and financial statement should either be audited by professionally qualified auditors or independently reviewed by a qualified accountant.  
This will provide assurance for the membership and protection for the management.
- Accurate accounting records and robust financial management are essential to identify current problems or challenges that have to be faced in the future and also assist in identifying and quantifying the effects of any proposed solutions for those problems.
- Appropriate systems of internal control should be adopted to safeguard the assets of the Company/Hall. In particular the principle, that should be followed, is that of requiring two signatories to authorise banking (bank mandates should specify two signatories on cheques) and similar financial transactions. If it is wished to enable the Company to make use of electronic banking, a resolution must be passed by the Board authorising the Treasurer to make electronic payments from the Company's account. Only the Treasurer may be so authorised.

## Appendix 6

### Case Study - Establishing a Provincial Building Fund

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#### 1. Introduction

In 1996 a Northern Province established a company registered as a company limited by guarantee at Companies House. A company structure is not a pre-requisite and there are undoubtedly other models that would be equally suitable models. It does have the advantage of removing the loan function from the Province and placing it at arms length where decision making can be seen to be strategically based and set against pre-determined lending criteria. There are however recurring on-costs in maintaining a company structure in terms of professional audit that need to be recognised.

The initiative was first prompted by concern that Masonic Centres within other Provinces had been forced to close because they were unable to meet the cost of unexpected [emergency] financial commitments, and the centre management committees did not have the collateral to secure a loan at commercial rates, or indeed the financial base to subsequently service such a loan in a way that would satisfy commercial lenders.

#### 2. Setting up the fund

Initial capital was needed to set up the company and this came from a mini-Festival held within the Province. A capital fund was therefore established, and those funds not being used in the form of loans at any given time were invested, and, together with interest generated from loans, these investments have ensured that the value of the company's capital has been increased and preserved over time.

#### 3. Structure

The Board of the Company consists of the PGM, DPGM, APGMs, the three Provincial Grand Principals in the Royal Arch, and the Provincial Grand Treasurer. Directors hold office 'ex officio' and are deemed disqualified when they cease to hold any of the above offices. The only permanent officer is the Company Secretary, traditionally from the craft, but not required by the Company's Articles to be so, the office is however unpaid.

#### 4. Purpose and provision

The sole purpose of the Company is to lend money to Masonic Centres to meet unexpected or emergency financial expenditure required to keep a centre open and functioning. In recent years the scope has been extended to financing projects designed to encourage survival strategies anchored in generating income from more diverse use of facilities within centres by the local community or for private functions, thereby supporting/subsidising their masonic uses. Such works often necessitate the provision of stair-lifts or elevators and the updating or extension of kitchen and dining facilities to make facilities more attractive to non-masonic users.

The Company has also recently introduced a one-off non-repayable pathfinder grant of up to £5,000 to help centres that are in difficulty, the aim being to enable them to bring in specialist/professional/consultancy support to help determine their financial baseline and then to advise and assist in the development of survival strategies. To the extent that those survival strategies might involve physical works the company may have a role in providing financial support by way of a loan.

#### 5. How it works

Loans are made subject to the following conditions, any of which may be waived if in the opinion of the Company Chairman and Company Secretary it is deemed appropriate:

- a) Preparation of a Business Plan showing how the loan is to be repaid.

- b) Provision of
- Details of existing loans and charges
  - Copies of the last two years audited financial statements
  - Specification of the work to be undertaken (and why it is necessary), with three quotations
  - Two professional valuations of the assets available for security
- c) The minimum loan is £5,000 and the maximum loan is £50,000: subject to this not exceeding 80% of the project cost or 20% of the Company's available funds.
- d) Interest is fixed at 3% below current Bank Rate, subject to a minimum interest rate of 2.5%.
- e) The maximum term of loan is 10 years: early repayment of capital is penalty-free.
- f) Loans are protected by a Legal Charge, the cost of which is borne by the borrower.
- g) Repayment of interest and equal instalments of capital are payable twice each year : the first instalment of repayment of capital being due within 12 months of the date of the loan and the first payment of interest being due within 6 months of the loan.
- h) Satisfactory insurance must be in force.

## **6. Activity to date**

The Board of the Building Fund decided in 2013 to consider giving grants to Masonic Centres to assist them in carrying out feasibility studies for activity such as the rationalisation of Masonic Centres in a particular area, and for development advice in areas such as finance, legal and property.

During the last 5 years there have been two loans totalling £46,000 and two grants totalling £17,000.

1. One grant was used to assist in professional fees in the possible establishment of a new Masonic Centre and the closure of 4 existing Centres.
2. The second grant was used by a single Centre to provide professional advice to enable a number of options to be considered as to their future.

During this period there are loans being repaid that were taken out in earlier years.

There were also loans that were agreed but subsequently were not taken up.

It is also to be remembered that the Building Fund was established some 20 years ago.

The Province considers that the provision of such funding could provide positive results in encouraging Masonic Centre Management to plan the future of their operations.



**XXX Ltd**

**Agreement for the combined Bar Management and Catering Facility at the XXXX Masonic Hall between XXX Ltd (hereinafter known as the WWW) and YYYY (hereinafter known as the Contractor) covering an initial period of *enter full date* to *enter full date***

### **Contract Period, Renewal, Notice of Termination and General Conditions**

This agreement is an annual agreement renewable on 1<sup>st</sup> day of..... each year.

This agreement can be terminated by either side on three months written notice. However, the WWW reserves the right to terminate immediately on a serious breach of the conditions of this agreement.

- The Contractor will provide the WWW with a copy of their current Public Liability and Employer's Liability Insurance Certificates.
- The Contractor will provide the WWW with a copy of their current Hygiene Procedures, Health and Safety Procedures and Kitchen Cleaning Procedures.
- The WWW grants the Contractor sole catering rights at the XXXX Masonic Hall for the duration of this agreement with the exception of Masonic Lodges/Bodies holding special charity events or Lodge Ladies Committees holding fund raising events. All exclusions to sole catering rights must have the prior approval of the WWW.
- The Contractor is responsible for the annual deep clean of the kitchen.
- The Contractor is responsible for the security of the premises after each opening period by ensuring that all windows and doors are locked and that the alarm is set. The Contractor will inform the WWW Secretary of any Holiday Period so that he can have them approved at the next Directors' Meeting.

### **Bar Management**

- The Bar will be open and staffed for serving drinks between 19.00 hrs and 23.00 hrs on days when there is a Lodge Meeting (Monday – Saturday).
- The Bar Stewardship Fee payable to the Contractor, shown in Appendix B, will cover all management and staff costs for these meetings.
- Any extra staff or hours worked for these meetings will be payable on the day/night by the Lodge holding the meeting at the rate shown in Appendix A.
- The Bar prices for these meetings will be at tier 1 and all other meetings or functions will be at tier 2.
- The schedule of Lodge Meeting dates is shown in Appendix A. It may be necessary to amend these dates to cover special meetings or Bank Holidays for which the Lodge will give timely notice.
- For all other functions including Masonic, Lady Masons and Rotary, the bar staff hours will be paid to the Contractor by the WWW at the rate shown in Appendix A.
- All bar stock is the property of the WWW. However, the Contractor will order all stocks to maintain adequate stock levels with minimum wastage. The Contractor will receive and sign for all stock delivered and assist the WWW's Stocktaker on his Audit visits.
- The Contractor is responsible for the cleaning and arranging maintenance where necessary of all cellar lines to the bar so as to maintain the correct quality of drinks supplied.



- All drink consumed on the premises must be purchased from the bar, unless prior authority is given by the WWW in which case an agreed corkage fee will be paid. The Contractor is responsible for the cleaning of all bar towels.
- The Contractor will deposit the bar takings together with the associated till receipts and paperwork in the WWW safe at the end of each opening period.

### **Catering Management**

- The Caterer will provide meals cooked on the premises for all Lodge Meetings at the rate shown in Appendix A.
- The meals supplied will be in accordance with the menu approved by the WWW. Individual Lodges can negotiate changes to the menu with any associated increased cost direct with the Contractor.
- The Lodge Meeting dates are shown in Appendix A. It may be necessary to amend these dates to cover special meetings or Bank Holidays for which the Lodge will give timely notice.
- The Contractor will set out the tables to the table plan submitted by the Lodges. The Contractor will provide one waiting on staff for 15 covers for the table service. The Contractor is responsible for the cleaning of all tablecloths and the supply of serviettes.
- Table layouts for normal Lodge Meetings must be completed before 17.00 hrs on the day of the meeting.
- The latest time for dining at normal Lodge meetings will be 20.30 hrs
- The Lodges will provide the Contractor with the menu choice and initial guide numbers seven full days prior to the meal.
- The Lodges will provide the Contractor with confirmed final numbers and a table plan no less than three full days prior to the meal.
- The choice of soup, main course and dessert will be block choice by the Lodge. The Contractor will allow special dietary alternatives to main course and dessert if notified with the final numbers
- The minimum number for dining at Lodge Meetings is 10.
- Invoices will be presented on the night for Lodge meetings by the Contractor and payment of the invoice will be made on the night by the Lodge.

## **Appendix A**

*Enter full date to enter full date*

### **Bar Staff supplied for Masonic Lodge Meetings**

For extra staff or hours worked the Contractor will charge the Lodge at £x.xx per hour.

### **Bar Staff supplied for all other Functions including Masonic, Lady Masons and Rotary**

For extra staff or hours worked the Contractor will charge the WWW at £x.xx per hour

### **Menu price for Masonic Lodge Meetings**

The Contractor will charge the Lodges £x.xx per meal supplied

### **Lodge Meeting Dates**

## **Appendix B**

*Enter full date to enter full date*

### **Annual Bar Management Fee**

The WWW will pay the Contractor the Annual Management Fee of £ by nine equal monthly instalments upon receipt of the end of monthly invoice from the Contractor commencing with the month end invoice for *enter month and year*

### **Meal Commission**

The Contractor will include in the end of month invoice a meal commission of £0.50 per meal as a reduction of the charges for the period covered by the invoice.

# Central Procurement at Local & National Levels

## CONTENTS



Overview



The Way Forward



Financial Management



Suppliers of Products & Services



Appendix 1 - BIFM Good Practice Guides



Business Rates



## OVERVIEW

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It is apparent that procurement needs vary depending on the size of the operation. Sampling has indicated, as expected, that the larger centres have differing needs to the smaller ones. The larger centres are interested in facilities management/contracts and franchising/lease arrangements. All centres expressed an interest in arrangements for energy supplies.

One of the problems with central procurement would be quantifying the needs/usage. This could be a time consuming and costly exercise and may negate any savings benefit. We therefore consider there is not any merit in pursuing this option, although **local arrangements between centres located within reasonably close proximity, and even with other businesses, are worth pursuing.** The option of discount arrangements with major suppliers for non-perishable catering products, including drinks (alcoholic and other) together with cleaning materials/disposables, may have benefits.

However, whatever procurement arrangements are in place an essential element is effective cost management.

## THE WAY FORWARD

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1. Masonic Centres should be advised of the need for critical and effective cost management. They should continually review the cost effectiveness of their operation, including purchasing arrangements. Annual cost evaluations should be part of the culture. The [attached document](#) sets out a process for this element.
2. Masonic Centres should be made aware of companies who would be prepared to advise them on certain aspects of procurement, such as energy supplies. Whilst we have not explored discount arrangements with major catering industry suppliers, [the attached schedule](#) gives an indication of the major suppliers of products and services.
3. Throughout the Guidance Manual, frequent reference is made to Insurance for a myriad of risks confronting centre managers and owners. There seems to be a lack of knowledge about the insurance schemes designed particularly for Masonic centres and available from specialist providers such as [Masonic Mutual Limited](#) and [Ingram Hawkins & Nock \(IHN\)](#). Whilst it is acknowledged that there may be local arrangements available the importance of obtaining advice and detailed risk profile reviews from a specialist Masonic Insurer cannot be underestimated.

Frequently, issues arise due to over, or worse, under insurance. Understanding your risk profile is a key driver and this mustn't be limited to the usual categories of Buildings, Trading activities, Employers and Public Liability, Directors and Trustee cover etc. Specialist providers can accommodate within a designed package additional cover recognizing the needs of Lodges meeting at the centre. These can include furnishings, regalia even when worn away from the lodge on special occasions, liability cover for members and guests at Lodge events, including ladies nights, summer BBQs etc. when held at external venues and even private homes. Lodges can naturally obtain "top up cover" for specialist items of regalia if they consider they have a higher risk.

Duplication of cover between centres and lodges is a common issue and your specialist provider can review this and ensure the best level of service and cover to the benefit of all parties.

Success stories on Insurance can be found on [this link](#) and take a look at the [Freemasonry Today](#) article for further information.

4. Sharing of information and collaboration between Masonic Centres (and the Province) should be encouraged particularly to facilitate sharing of best practice.
5. A resource centre of examples of good practice should be created for Masonic Centres wishing to develop new working arrangements, or examine viable commercial operating models. We are aware that a number of [guides to good practice](#), particularly in respect of facilities management and catering contracts already exist. These are available from the [British Institute of Facilities Management](#)
6. The use of technology as a resource centre for information share and exchange should be explored. This would help in achieving the aims of 4 and 5 above and could be included with any other developments within the Masonic Centres project.



Within the financial management structure of Masonic Centres a culture should be adopted whereby there is an annual cost evaluation of the services and materials purchased to ensure they are getting the best deal. Far too often there is evidence that contracts are renewed without testing the current market, or comparing costs. This is particularly so in respect of utilities and other services used on a regular basis.

Areas that should be examined are:

**Energy** – one of the biggest costs and often ignored. When was the last time you had an energy audit?

**Waste Disposal** – again dependent on the operation it can be a high cost. It does not have to be the Local Authority; there are many private contractors who may be able to offer competitive rates.

**Insurance** – have regular reviews of your insurances to ensure that your cover is correct and reflects your needs, the premiums charged are competitive and there is no duplication of cover with that on any Lodges which may meet on your premises.

**Facilities Management** – if you have an FM contract how often is it reviewed to ensure you are getting value for money, or that it meets your current requirements?

**Catering Contracts** – again a high cost area and the one service area that can be crucial to the success of your operation. Are you getting value for money with your contract, is it giving customer satisfaction, and how often is it reviewed?

**VAT** – dependent on the size of the operation it may be advantageous to examine the VAT Flat Rate Scheme. To join the scheme currently your VAT turnover must be £150,000 or less (excluding VAT) and you have to apply to HMRC <https://www.gov.uk/vat-flat-rate-scheme>

**Business Rates** – again dependent on the size, type of operation and location you may be eligible for Business Rates Relief. There are currently four types of relief - small business rate; rural rate; charitable rate and enterprise zone <https://www.gov.uk/apply-for-business-rate-relief>

Read the article from John Pagella (Grand Superintendent of Works) on [Business Rates and checking rating assessment](#).

There are a number of guides to good practice produced by the [British Institute of Facilities Management](#), which you may find helpful and are listed at [Appendix 1](#).



The financial pages of the popular papers may not be everyone's idea of bedtime reading, but you will have been hard pressed recently not to have noticed articles predicting the consequences which might follow the recent re-valuation of commercial properties for business rates.

The intention of this article is not to prompt discussion over the rights and wrongs of business rates as a source of public revenue. The amount of money raised is considerable, the tax is relatively easy to collect, and it is hard to avoid.

In the public mind businesses occupying property with a high value are assumed to be better able to make a greater contribution to the total tax take than those whose business is run from more modest premises. The logic behind this is difficult to challenge, provided that revaluations are accurate, and are carried out regularly so that changes in relative value between different areas of the country and property types are picked up as changes in value occur.

Unfortunately that has not happened. Business rates payable in the current fiscal year are based on the 2010 Rating List which was prepared by the Valuation Office Agency based on values on 1<sup>st</sup> April 2008. Many changes have taken place since then. It should not therefore come as a surprise that in many cases substantial increases in rateable value will form the basis for the payment of business rates from [1<sup>st</sup> April 2017 when the new Rating List comes into effect](#).

The Government's position is that the total revenue raised under the new list will not increase as a direct result of the re-valuation, and those facing a steep rise in business rates payable will be helped through transitional relief. The options being considered for transitional relief include capping the year on year increase for 'Large Properties' at between 33% and 45% rather than 12.5% in real terms which was the case under previous Rating Lists. As the definition of 'large properties' is likely to be those with a value in excess of £100,000, the majority of Masonic Centres and Halls may not be affected, but for those which are steep increases in business rates could become payable in 2017 with little opportunity for forward planning.

What does this mean for Masonic Centres and Halls generally? They are classed as 'business premises' and all will therefore have been included in the re-valuation. Whilst it is always dangerous to generalise it is highly likely that many will face an increase in assessment which will carry through to an increase in business rates payable.

Faced with this unwelcome prospect the first step is to check the new entry in the Rating List, and then to take specialist advice in relation to the valuation, and whether the Small Business Rate Relief or other similar scheme might apply. I cannot emphasise too strongly that rating valuation and practise is a specialist area of expertise, and challenging the Valuation Officer's assessment, and investigating possible reliefs, requires knowledge and experience covering both property valuation, and a complex area of law. Whilst there will be many firms offering to help on a no win no fee basis it is important to bear in mind that those offering this service are likely to be interested in the straightforward cases which can be challenged quickly and easily. Retail shops and offices for example are let on a day to day basis. Evidence of value is easy to obtain, and the valuation process for rating purposes for these types of property is not unlike market practise.

Valuing Masonic Centres and Halls is, however, more complicated. Open market transactions occur infrequently, and to cope with this the methods of valuation adopted can be complex. By way of example particularly difficult cases could well involve a valuation approach which aggregates land value and the cost of rebuilding adjusted for age and obsolescence, before decapitalising to arrive at an annual rent.

If at this point you are confused you will understand why I am encouraging those responsible for managing Masonic Centres and Halls to check their rating assessment and take advice. Don't delay. Although at the moment there is no time limit for challenging valuations, if a saving can be made the sooner the process is started the sooner overpayments will be returned. It is a good idea to put appointed surveyors in touch with each other to share knowledge and experience.



## SUPPLIERS OF PRODUCTS & SERVICES



Utilities			
PH Energy Services	<a href="http://www.mybusinessbills.co.uk/edward@phenergyservices.co.uk">www.mybusinessbills.co.uk/ edward@phenergyservices.co.uk</a>	0800 0436 771	Energy audit and procurement
Energy Services	<a href="http://www.energy-services.co.uk/sales@energy-services.co.uk">www.energy-services.co.uk sales@energy-services.co.uk</a>	01924 267406	Energy audit and procurement
Ameresco	<a href="http://www.ameresco.com/enquiries@ameresco.com">www.ameresco.com enquiries@ameresco.com</a>	01977 668190	Energy audit and procurement
Optimum Energy	<a href="http://www.optimumenergygroup.co.uk/info@optimumenergygroup.co.uk">www.optimumenergygroup.co.uk info@optimumenergygroup.co.uk</a>	08442 250909	Energy audit and procurement
Facilities Management			
British Institute of Facilities Management	<a href="http://www.bifm.org.uk">www.bifm.org.uk</a>		Professional body for FM – covers all aspects and has directory of providers
Insurance			
The Masonic Mutual See Success Stories	<a href="http://www.themasonicmutual.com/info@themasonicmutual.com">www.themasonicmutual.com info@themasonicmutual.com</a> See also the article in <i>Freemasonry Today</i> issue 27 Autumn 2014	0203 327 3356	Specialise in Masonic buildings and contents cover, also liability cover
Ingram Hawkins and Nock Ltd	<a href="http://www.ihnsure.co.uk/info@ihnsure.co.uk">www.ihnsure.co.uk info@ihnsure.co.uk</a>	01384 398332	Specialise in Masonic buildings and contents cover, also liability cover
Catering			
Unilever Food Solutions	<a href="http://www.unileverfoodsolutions.co.uk">www.unileverfoodsolutions.co.uk</a> email on line	0800 783 3728	Food Supplier – nationwide. Online ordering with loyalty scheme
Bidvest Food Services	<a href="http://www.bidfood.co.uk/advice_centre@bidfood.co.uk">www.bidfood.co.uk advice_centre@bidfood.co.uk</a>	01494 555900	Food and sundries supplier – nationwide. Online ordering and local depots. Retrospective discount arrangement
Total Food Services	<a href="http://www.totalfoodservice.co.uk/enquiries@totalfoodservices.co.uk">www.totalfoodservice.co.uk enquiries@totalfoodservices.co.uk</a>		Food and sundries supplier – North of England. Online ordering – loyalty scheme
MKG Foods	<a href="http://www.mkgfoods.co.uk/telesales@mkgfoods.co.uk">www.mkgfoods.co.uk telesales@mkgfoods.co.uk</a>	0330 058 8888	Food and sundries supplier – Midlands. Online ordering – loyalty scheme
Brakes Food Wholesalers	<a href="http://www.brake.co.uk/customer.services@brake.co.uk">www.brake.co.uk customer.services@brake.co.uk</a>	0844 800 4900	Food and alcoholic beverage supplier – nationwide. Online ordering – Nectar Business Scheme
Commercial Waste			
Local Authority	Most local authorities provide a commercial waste disposal service		
Veolia	<a href="http://www.veolia.co.uk">www.veolia.co.uk</a>	Comprehensive range of waste management services	



# BUILDING TOGETHER

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Covering everything from grand temples to local masonic halls, The Masonic Mutual offers the opportunity not only to reduce the cost of insurance, but also to explore who owns what when it comes to masonic heritage

**T**he challenge is getting people to understand that change can be a good thing,' says Robin Furber, sitting on the top floor in the Supreme

Council's central London premises. Robin is the chairman of The Masonic Mutual, a new company that went live on 1 July. The Masonic Mutual offers cover for owners and users of masonic buildings and organisations against traditional risks such as fire, flooding, accidental damage and theft, as well as employers, public and products liability.

However, due to the way that The Masonic Mutual is set up, it can offer cover at a competitive price that will potentially decrease as the membership increases and, if income exceeds claims and expenses, can even return the resulting surplus back to its members.

With no shareholders to pay, and being owned by its members, the Mutual already has three big clients on its books: the United Grand Lodge of England and its properties around Freemasons' Hall in London; the Royal Masonic Benevolent Institution and all its care homes in England and Wales; and the Supreme Council, with its properties in London's Duke Street. However, the cover hasn't been designed solely for large estates, and Robin is now keen to reach out to the Provinces.

Any owner of a building used for masonic purposes will be likely to enjoy real benefits from joining the Mutual.

## PRIME MOTIVATOR

While quality of cover, claims handling and response times are all important factors, Robin accepts that the prime motivator for people changing their insurance will be price: 'What we're doing is cutting out a huge amount of cost and we aim to be able to reduce premiums paid to the commercial insurance market by around ten per cent at least. The Mutual has to pay for someone to manage the cover, but it's nothing like the cost that would be retained by an insurance company to underwrite a risk. The cover wording is also extremely broad, so it should easily accommodate all the usual insurable exposures that the owner or user of a masonic hall is going to face.'

Unlike a normal commercial policy holder, a Mutual member pays into a fund – one that will pay out claims up to a certain level. The fund also pays for a manager's fee and top-up insurance in the commercial market for any claims that are in excess of the retention that the fund will take. In other words, if any claim or an accumulation of claims goes above a certain level, the excess amount will be covered by a commercial insurance company.

*'Any owner of a building used for masonic purposes will be likely to enjoy benefit from joining the Mutual.'*

Currently, any single claim up to the value of £50,000 is underwritten by the Mutual. To protect the Mutual's fund from an unexpected series of individual losses, or a single large additional loss, extra protection is bought from the commercial insurance market.

'As membership of the Mutual increases, our reliance on the commercial market will go down as our buying power increases,' says Robin. 'The bigger the bucket, the greater the Mutual's control of its financial destiny.'

## POTENTIAL MARKET

In terms of the potential market, Robin understands that there may be about eight hundred masonic buildings around the UK that are being used for masonic purposes. The launch of the Mutual is also a fantastic opportunity for Provinces to do an inventory of the masonic buildings and other assets in their area.

'This is going to be an interesting exercise as it encourages those responsible for buildings to look at what they've got. We don't always know who owns the halls and buildings – some are owned by lodges, some by collectives, some by trusts and some by individuals,' says Robin. 'I think it will be very useful for Grand Lodge to find out what's owned by the masonic family.'

With The Masonic Mutual now live, the cover is being marketed to all potential members throughout the Provinces in England and Wales. 'We don't expect them just to come to us,' says Robin, 'but we'd like them to give us the opportunity to quote for their insurable risks. Stage two will be to offer protection to individual lodges that do not own their own premises.'

Robin is keen to stress that the Mutual is being launched for the benefit of masonry as a whole by providing a good-quality product at a good price by a company that is not shareholder driven. 'It's for everyone,' he says. 'If we have a good year, we can increase the retention and not pay as much to the commercial market, which will make the cover cheaper. 'At some stage in the future, it's also our intention to pay out surpluses based on the amount someone has paid in. It's a win-win situation.'



## Appendix 1

### British Institute of Facilities Management Good Practice Guides

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Benchmarking

Building Controls and Building Energy Management

Systems Energy Audits

FM Procurement

Inclusive Access, Disability and the Equality Act

Managing Fire Safety

Procuring and Running Catering Contracts

Procuring and Running Cleaning Contracts

Recycling and Waste Management

Risk Management

Security Management

Selecting FM Software

Vacant Property Management

Winter Maintenance

# Increasing Revenue Streams

## CONTEN



### Potential Revenue Streams



- 1. Internal Members
- 2. External Opportunities

### Increasing Income



### Building Funds





### 1. Internal - Members

- They are already committed to the success of our organisation so the first consideration needs to be how best to enhance their experience of Freemasonry, and in so doing increase our income by providing additional opportunities for them to enjoy both for themselves and, if possible, to include their families and friends.
- Such opportunities include celebrating national events such as Mothers' Day, Burns Night, Christmas, New Year and Sunday lunches.
- Fellowship meetings. Form your own social group that can add events throughout the year which can include wives, partners and families.
- White table (and blue table) events are particularly successful.

### 2. External Opportunities

- Be competitive - identify local markets and competitors.
- Use dining facilities to offer the public Fine Dining, Weekday & Sunday Lunches.
- Weddings and family celebrations/parties - consider obtaining a "[Wedding licence](#)" from your local County Council to conduct ceremonies on your premises. Licences typically cost around £700 for up to a four-year period.
- Funerals and memorials.
- Conferencing/Meetings – will need investment in equipment e.g. screens, projectors and flip charts.
- Local authority events - approach County Councils, hospitals, local Government organisations and offer a competitive "daily delegate rate" including refreshments and lunch.
- Undertakers/churches/football and sports clubs - negotiate competitive packages.
- Keep fit and dance classes.
- [Rotary](#)/[Round Table](#)/[Women's Institute](#)/[Probus](#) and [Sorooptimist](#) organisations (charge capitation fees for regular meetings instead of room hire) similar to Masonic membership capitation models.
- Rent out centre facilities rooms/ adjoining land e.g. car parking - apply competitive rates on market days and football match days (where applicable). For example, 10 spaces rent £3,000 pa & whole car park rent £24,000 pa
- Dance groups/band rehearsals - room hire.
- Consider marketing the centre with a non-Masonic 'brand' e.g. [the Pelham Suite, the Square](#).
- Develop strong relationships with other Masonic orders (including the [OWF](#) and [HFAF](#)) where appropriate.

- Housing of telecommunications aerials, relay stations on Masonic Centre roofs typically £5,000 to £10,000 pa.
- Fashion shows and Charity events.
- Day care centres and children's playgroups/ crèches.
- Mental health groups and community carers.
- If the centre has a quality organ, consider engaging with local music study groups.
- [Polling stations](#).
- [Blood Banks](#) - typically £800 per session.
- Slimmers' groups e.g. [Slimming World](#), [Weight Watchers](#)

## Increasing Income

Should be considered in line with [cost saving opportunities](#).



- Instal free to use wi-fi as a 'service' for members and customers
- Bar Profits
  - charge realistic prices; typically profit should be c.59%
  - review current product range bearing in mind your customer
  - discuss the product range of your current supplier
  - invite new suppliers to quote for your business
  - consider extending your range by offering premium products
  - take practical considerations into account e.g. if cask beer is impracticable, stock a range of quality bottled beers
  - take account of dispense methods, draught wines and minerals, single serve wine [vin du verre wine dispense](#)
  - introduce or upgrade tea and coffee service
  - fashion drinks, as their name implies, rise and fall quickly so caution needs to be taken with order volumes
  - consider using beer line cleaning systems such as [Beer Piper](#), [Phoenix ABC](#) and [Clear Brew](#)
- Payments from drinks suppliers, and breweries for improvements or fixtures and fittings. Some breweries are prepared to offer loans at very competitive rates.
- Issue new shares for Masonic Companies.
- Paid for links on Masonic Centre websites.
- Seek professional advice when negotiating/granting wayleaves/easements. Example utility company offered payment of a few hundred pounds but eventually paid several thousands.
- Many external customers, along with members - especially the newer and younger ones
  - would expect to be able to make payment for goods and services e.g. at the bar, by credit and/or debit card. This service incur a small commission fee per transaction, but offering this method of payment, by installing [card processing machines](#), brings a Masonic Centre into line with other venues, and encourages additional consumer spending.





## Building Funds

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Some centres will have in place a fund in which money is accrued in order to service future plans that fall outside the day to day normal income and expenditure of the Centre e.g. building an extension, re-equipping a kitchen etc. The funds may come from a variety of sources including, but not limited to:

- A Centre foundation
- 'Friends of the Hall' organisation
- Regular and occasional donations
- Bequests
- Issue of additional shares
- Levy on each meal served

It should always be remembered that sourcing additional funds reduces the members' discretionary spend.

# Success stories



## CONTENTS

### Relocation

- Kidderminster Masonic Rooms
- Cleator Moor Civic Hall & Masonic Centre
- Midland Hotel, Bradford



### Relocation & New Build

- Sheaf Close, Northampton



### Refurbishment

- Harrogate Masonic Centre
- Pelham Suite, Grimsby
- Glenmore House, Surbiton
- The Square - Upminster Masonic Centre



### Financial Management

- Marlow Masonic Centre



### Buildings Insurance

- Masonic Mutual



## Success stories – Relocation

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### Kidderminster Masonic Rooms

The decision was taken to relocate from The Briars in 2008, spending 3 years at The Ramada in Bewdley. Prior to this, the new Chairman in the 1990's had put a precept charge of £1 per member per meeting for all Masons meeting at The Briars. By 2010 this had built into a fund of nearly £30,000.

The Briars was let and nearly everything was put into storage except those few pieces needed at The Ramada. The job of the Chairman then focused on finding a permanent home. He tried The Granary, Stone Manor, looked at some deserted pubs and even had good talks with the Chairman of Kidderminster Harriers about a room under the stands – all to no avail. He then noticed an advertisement on the wall outside the Kidderminster Cricket Club about a room for hire. Talks were opened with the Cricket Club President (really Chief Executive etc). These went well – the fit was perfect – cricket in the summer, Masonry in the winter – a bar, a kitchen etc.

The plan was to tear down the old pavilion and build a 'temple'. The CC President put in for planning permission for a Masonic Temple. This was initially turned down and a planning application was made for a community room. Meanwhile, the old pavilion burnt down and planning permission was received, without restriction. The challenge was now to secure the funds for the building work.

In May 2009 the Chairman wrote to all Lodges asking them to put all their funds into the building fund and to use all raffles, collections etc for that purpose – pointing out that we were in Festival and that it should not impact negatively on that. The response was good and sufficient funds were raised, which along with the precept monies enabled them to buy materials, pay builders etc. – amounting to nearly £60,000.

The next job(s) were a lease and charitable status. Both took a very long time. The lease had to satisfy the club, the MCC, Worcestershire CC, Carlsberg and the FA Youth people as well as masonry. The lease provides that Masons all become members of the Cricket Club and the fee is included in subscriptions as part of the rent charged to each unit. The KMTA committee (i.e. Kidderminster Masonic Temple Association) pays that to the club; the lease also provides that in the event of the Masons not liking the caterer they have complete access to the kitchen and that, in the unlikely event of the club going under, the Masonic Rooms remain under Masonic control as a freehold. On the Masonic side they built the rooms and then gave them back to the club – thus the lease. They were very clever in getting a peppercorn rent for 100 years with an automatic renewal for 100.

The Charity status also took time.

They had their own builders who had to be stopped from starting building work until the lease had been signed. Work started in September 2013 and, with unusually good weather, the rooms were completed by February 2014. Outside plastering was paid for, inside they only had to pay for materials. The electricity and electrical work involved paying for materials only, flooring and carpet – both were gifts, woodworking repairs and re-jigging all done by Martin Lawrence, leatherwork and seating – material costs only – with the whole project coming in at £125,000.

By this time the cricket club had closed their billiard room, which was rarely used, and extended

the dining room, enabling them to seat about 100. They were thus able to open in early 2014 with a good attendance.

In summary:

- Start the fund-raising as early as possible.
- Find a suitable partner.
- Planning permission is a minefield. What they didn't do was to find out beforehand what sort of views the local planners had and so they had to put in two applications and be creative with the second one. Though there have been civic society meetings in the temple, U3A, and other groups, and they have opened every Heritage Week and on special days at the club, if asked, they are a 'community facility'. It is important to be cautious in defining the use of the building.
- With the lease it is essential that the Masonic side of it is in the name of the Management Committee and not a single Lodge.
- Budget – it is surprising how much money Lodges have tucked away in little funds – persuade them to open their coffers. This becomes much easier when they see plans etc.
- Charitable status is important for collecting money – but remember it does not convey any privileges when it comes to paying VAT.
- Use the skills and abilities of the members – there must be experienced artisans, workers in every Lodge – ask for help.
- If you can, get help from the Province. Money was borrowed so that we could finish the job – had a good rate and were able to pay it back quickly.
- Pray for good luck and good weather.

Further detail is available in [Freemasonry Today issue 34 Summer 2016](#).



## Success Stories - Relocation



### Cleator Moor Civic Hall Masonic Centre – part of the community

Bill Morley *BEM* reflects on the development of a new Masonic Centre.

“As a young Freemason and having visited many lodge buildings in England and Scotland and seeing some of the outdated and under managed buildings, frequently cold, poorly lit and in need of repair, I often thought why do we stay in them? It puzzled me - what did other young men think about them?

When talking to other brethren the large majority all thought the same as me. When getting the opportunity to speak to the senior brethren it seemed that a lot of them thought along the same lines: why don't we look for a better building that is more modern and does not cost as much to keep up to date and is self-sufficient?

How often have I heard the words we should have bought that building and all the local lodges could have moved in together? In 2006 I heard that a modern building may be coming on the market and immediately made inquiries with the local council, making an appointment with the Executive Director of Buildings. When telling him of my plans to save the building and relocate my lodge, it met with his approval and most of all it would be for the benefit of the community and Freemasonry.

A sale price was agreed.

My lodge gave me their support and agreed that when the centre was purchased they would move in. I suggested a postal inquiry to all members of our lodge asking if they would support the move, which was a great success. Having had such a positive response I arranged a meeting with other local lodges and explained the plans, which included building a new Masonic temple once established.

With the commitment of the lodges I asked if they would send a questionnaire to their members asking again if they would support such a move - 75% supported the proposition. Allowing the members to make their own personal choice, uninfluenced by others was a positive way of gaining that support. As a result five other lodges decided to move in with us.

After the move we applied for planning permission and work commenced on the construction of the new temple. This was completed within 12 months and during construction, when just out of the ground, the Provincial Grand Master, Norman Thompson, laid the foundation stone - the first in over a hundred years in the [Province of Cumberland and Westmorland](#).



Since the move we now have 9 Craft lodges and 12 other units from appendant orders, working in the building. More lodges have made enquiries, and planning for the future I have seen the need for an additional lodge building.



Planning permission has been applied for and work started - another foundation stone was laid in 2016. Completion is scheduled for March 2017, when the new building will be dedicated.

Since taking over the building it has become self-sufficient through hiring out other rooms, and it makes a good profit, considering its size, of around £60,000 per annum.

Each lodge pays £2.00 per capita per meeting and this is deposited in a reserve account which has yet to be touched.

With the community and businesses, councils, and other organisations it has become a significant part of the local community.”



### Midland Hotel, Bradford

The Masonic Hall at Spring Bank Place, Bradford, which was also the location of the Provincial Office, closed in December 2015. Three of the Lodges, which had met there, moved to the Midland Hotel, Bradford, where Victoria Lodge N° 2669 and other Orders had met for the last ten years. This has proved beneficial in a number of ways:

- Improved harmony between the Lodges, who prior to the move were consumed with the challenges at Spring Bank Place (SBP), including poor facilities and increasing costs.
- Better amenities with a dedicated Masonic meeting room and facilities within the Hotel. The Lodges have set up a management group with the hotel and are working with them to further improve the facilities on a joint venture basis.
- The increased bargaining power of four Lodges meant that a better deal could be negotiated with the hotel for the existing Lodge. Not only did they negotiate a three year rolling rental deal with fixed menu prices, they also negotiated a 10% discount on all drinks. The price for a three course meal with waitress service being £15.
- All the Lodges are in a position to reduce subscriptions because of the reduction in overhead costs, particularly in terms of rent. At SBP they were paying over £200 per member, which has reduced to £75 at the Midland Hotel.
- It is too early to know if the relocation has resulted in an increase in membership, whereas the decline in members in the various Lodges through resignations has been halted. It has also improved inter-Lodge visiting, which was minimal at SBP.
- At the Installation meeting of Victoria Lodge there were 22 visiting Master Masons, out of a total attendance of 92.
- The Lodges are also getting together socially on practice evenings. Lodge of Hope and Victoria Lodge, which meet on a Monday, have a joint supper at the hotel on practice nights.
- The Lodges are also using the hotel for their social activities, where as a SBP, because of its location and poor facilities they started moving out to other locations for their social activities. The Lodges organised a joint Grand Ball at the hotel in October 2016 which was a sell-out.

First impressions indicate that there is a good working relationship between the Lodges and the hotel. The hotel ensures that they have a dedicated duty Manager to see to their requirements and nothing appears to be too much trouble for them. The continued harmony and goodwill between the Lodges and the hotel will develop for the benefit of Freemasonry in the area.



**MIDLAND HOTEL**

Bradford

# Never stumped

When a group of lodges in Kidderminster wanted to relocate from the cellar of a hotel, joining a local cricket club proved to be the perfect solution

In December 2015 the Membership Focus Group launched a strategic paper that identified masonic centres as a key area for

improvement in the organisational development of Freemasonry. With many centres not considered fit for purpose by the members who meet in them, the challenge for lodges is how to turn a legacy problem into an opportunity. 'It is not uncommon for lodges to find that their existing premises become unsustainable

owing to lack of critical mass if membership levels fall, or simply because of the structural integrity of the building itself,' explains Provincial Grand Master for Yorkshire, North and East Ridings, Jeff Gillyon, who heads up the Masonic Centres Study Group.

For a group of lodges in Kidderminster, Worcestershire, this was particularly true when their 44-year tenure at The Briars pub came to an abrupt end. With the brewery selling up, the lodges moved to a local hotel's cellar for four years while considering a new meeting place.

'It certainly wasn't ideal,' says Peter Ricketts, a Past Master of Lodge of Hope and Charity, No. 377, which was among those affected. 'The cellar was small and the walls were covered in mirrors because it was planned as a nightclub. But for four years it was home to three lodges, a chapter and a Knights Templar unit.'

With so many members under one roof, amalgamating with a lodge in another property





was out of the question, so the board considered buying a property of its own. 'Then somebody suggested partnering with the local cricket club,' says Peter. 'It was perfect really, because the cricket season starts in summer just as the masonic season ends.'

With two bars and a large car park, the Chester Road Sports and Social Club easily catered to the social aspect of Freemasonry, but it clearly couldn't provide a masonic temple. So, after prolonged talks, it was agreed that the Freemasons could build one adjoining the club.

Work started on the new temple in September 2011 under the careful watch of Mike Langdon of Old Carolian Lodge, No. 7599. As the retired owner of a construction company, Mike drew on his industry contacts to source supplies at cost. Mike, together with fellow Old Carolian Mick Insull and Martin Lawrence of Lodge of Hope and Charity, completed most of the building work themselves over six months.

'Until that point, my construction credentials extended to the wooden shed in my back garden, and that was a bit rickety,' says Martin, a retired police officer from Aldridge. 'But within a couple of months we'd laid the foundations and completed most of the brickwork.'

Progress was so quick, in fact, that by 3 April 2012 the first lodge meeting had been held in the custom-built premises.



*'This is a good example of innovative thinking solving the problem, but it is only one solution.'* Jeff Gillyon

## MASONIC CENTRES

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paramount, we made savings wherever possible and brethren helped tremendously,' says Martin. 'When we said we needed to insulate the loft, one brother went to B&Q and emptied the store of fibreglass rolls using his pensioner's discount.'

A willingness to adapt traditional ideas of how a temple room should look, while not compromising on quality, also helped to keep the project on budget. For instance, Martin explains, 'It would have cost £15,000 to have a masonic carpet woven, but a brother footed the bill for a magnificent marble and granite floor, which was a fraction of the price.'

The project is a great example of the flexible approach lodges need to start adopting to meet the changing landscape of Freemasonry. As the Masonic Centres Study Group's Jeff Gillyon remarks: 'This is a good example of how innovative thinking can solve the problem, but it is only one solution.'

For John Pagella, Grand Superintendent of Works, while the history and familiarity of a lodge room is important, 'what's essential is that Freemasons can still meet, regardless of where that may be'.

If that means relocating to a more affordable property, John says the first port of call should be a qualified adviser to get an idea of the full value of the property being vacated: 'Consider the property's potential as a commercial building. As a masonic hall, it may no longer have value, but as a hotel or a restaurant it could have enormous potential.'

Should lodges decide to capitalise on the commercial possibilities themselves, John advises taking a serious look at the standard of competition, and considering how commercial facilities would sit alongside masonic purposes. 'Only then should you consider any refurbishment works. You need to approach the running of your centre like a business – balance cost against income.'

For those staying where they are, John says looking after the fabric of the property should be the priority. 'Keep an eye on the building's condition to avoid any major expenditure further down the line, and consider establishing a contingency fund,' he says.

Ultimately, every lodge is individual – what may work for one may not work for another. The key is to take a proactive approach, says John, and to think practically about future-proofing your lodge. It's a sentiment Martin agrees with. 'Looking back, I can't believe we stayed in our room at the pub for so long. There was no heating, no space and no funding to maintain it. Now we have a custom-built temple with the lowest capitation costs in the Province.'

While Martin appreciates the prospect of change can be daunting, it is necessary to ensure that Freemasonry keeps pushing

into the future.

'If there's one thing I've learnt from this experience it's that when it comes to the crunch, Freemasons pull together. We didn't make it through the past 300 years without adapting.'



nster Freemasons created a cost-conscious new home at the local cricket club (top), and bought their hosts an electronic scoreboard to strengthen their relationship

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## BUILDING BLOCKS

**PLAN AHEAD:** If your building is rented, start thinking now about alternative meeting places and set up a contingency fund by adding an extra £1 to capitation.

**REACH OUT:** Invest in your connections with the local community to keep your options open.

**SCALE BACK:** Charity starts at home, so if you're struggling to cover costs reduce your charitable giving for a short while until the lodge is back on a stable footing.

## Success stories – Relocation & New Build

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### Sheaf Close, Northampton

#### Introduction

The Masonic Centre in St George's Avenue, Northampton was a concrete monolithic monstrosity built for Masonry back in the 1960s and 70s. In the early 2000's the roof leaked, and it was grossly inefficient in terms of heating and energy. It was a money pit, losing members and facing bankruptcy due to costs being out of control.

The next decade did nothing for the building:

- Its roof was a sieve, its kitchen was condemned, and its concrete was diagnosed with catastrophic metal rot also known as 'Concrete Cancer'.
- The rents were escalating and the Management Committee were challenged with knowing how to stop the downward spiral.
- Brethren all around were concerned, leaving Masonry and very frustrated.
- In 2008/9 the recession was really biting with cash and time to put into Freemasonry putting all working Masons under severe pressure.
- The Masonic Centre in Northampton needed more and more cash just to stand still. It was an untenable situation and something had to be done.

#### First steps

- A new 'operative' Provincial Grand Superintendent of Works had been appointed, Barry Howard, who was a builder.
- A topographical survey of the St George's Avenue building was completed and found that of the 30,000 sqft they had we actually only used a maximum of 13,000 sqft at full capacity 3 or 4 times per year.
- Being next door to the Northampton University Campus they were well placed to sell the existing building should they relocate.

#### Goals

- Sell St George's Avenue
- Find a new home
- Stabilise and flat line Lodge rents for a minimum of 5 years
- Become debt-free
- Secure a brand new building fit for 25+ years

#### Next steps

- Assemble a small project team of members:
  - an Architect
  - a Surveyor
  - a Quantity Surveyor
  - a Property Solicitor
  - a Chartered Accountant
- Concerns that St George's Avenue had been built on an old landfill so they needed to ensure they had an asset that was saleable and "legally" ready to sell.
- There was confusion about shareholders, leases etc. which had emanated over many years.
- Time was taken getting the buildings Legal Title into shape and ready to sell. They needed an asset which would be mortgageable.

- An offer of £1.2m was received from the neighbouring Private School.
- A few target properties were identified but as there was no substantial capital available they had to try to sell St George's and buy a new property back to back at the same time. Access to a financial pot would have given a lot more options.
- A disused Northamptonshire CC Adult Education Learning Centre, Sheaf Close, was identified. It was 15,000sqft. – a perfect size. It was, however, on an industrial estate on the edge of town and it was damned ugly. Not an easy sell.
- When they started to lay out the optimum requirements for space needed, a plan was delineated. The building was going to provide three Lodge rooms, two dining rooms, Provincial offices, a bar, and kitchens. Everything they needed.
- Sheaf Close was purchased for £750,000.

## Works

- A contractor was appointed to do the large parts of construction and started in September 2012, stripping the building back to the original steel frame. The existing roof coverings and insulation were retained so work could continue through the winter.
- Large rooms were designed with folding acoustic walls to keep the average private Lodge of 40 happy and open up for a PGL meeting of 400.
- Modern air conditioning and smart technology was specified throughout.
- A bright and bold highly insulative cladding was used for the building - warm and economical to heat. The design team delivered a quick and flexible solution - a modern membrane super insulated roof with a 15 year guarantee.
- Many of the Masonic ornaments, movable and some immovable were transferred, including an original stained glass window from the hall before St George's Avenue.
- With a small kitchen, professional outside caterers, an old industrial building on the outskirts of town the team delivered on all fronts – they delivered a fit for purpose, well designed home.
- When Sheaf Close was purchased it included a one acre area of grass to the side of the existing building. It would be possible to deliver on all promises made to the PGM with this piece of Land.
- Architects plans were produced for the Land adjoining the Masonic Centre. It was subject to a planning application for an 80 bed high care home.
- The sale of this Land in 2016 raised circa £500,000.

## Result

- Out of the old centre - sold.
- Into the new centre - built.
- Debt free.
- Managed and fixed Lodge rents.
- No wasted space.
- Happy, well-fed Masons.
- Attendances are at a record high of 11,000+ per annum and are growing.
- Plenty of parking.

[Freemasonry Today article November 2013](#)



### Harrogate Masonic

#### Background

- The [Harrogate Masonic Centre](#) was purpose built in 1935. The main accommodation is two temples, dining hall, bar, kitchen/serveries and a residential flat. The comfortable capacity of the main temple and dining hall is around 110.
- A company (Harrogate Masonic Trust Ltd - HMT), limited by guarantee, was formed to build, own and operate the centre. Each Craft Lodge meeting in the centre has the right to appoint three Directors to the Board of that company.
- The Board normally meets monthly, with day to day matters dealt with by the Chairman, Secretary, Treasurer and two or three of the Directors, (wherever possible using the professional and technical skills of the Board Members).
- The residential flat was occupied by a Manager/Caretaker with his wife who provided catering for Masonic Festive Boards and “external” functions - they were also responsible for external lettings of the centre.
- Various refurbishment/renewal works had been done at the centre (within the constraints of its income), but in the early 2000’s it was recognised that significant improvement works were required, particularly to provide disabled access, which could not be funded out of current income.
- Works totalling over £110k were carried out in 2004/2005, funded partly by a bank overdraft which had reached £57k at the end of 2005. It was planned to increase ongoing income by increasing charges to Masonic users and greater external income.

#### Post 2005

A new appointment was made to the Board in early 2006 and took the office of Treasurer, working with the Chairman and a small group of other Directors. During 2006 it became clear that repaying the overdraft, while continuing to keep the centre in an “acceptable” condition would not be possible under the current arrangements. Key Issues were:

- While the works carried out were a significant improvement, much else needed to be done. The list seemed endless, windows required redecoration or replacement, roof repairs were needed, the residential flat was in an exceptionally poor condition, the kitchen/serveries required upgrading, the main temple required complete refurbishment etc. etc. Several of these impacted on the ability to generate external income.
- The increase in external income was constrained by the arrangement with the Manager/Caretaker and his wife.
- Only two thirds of the planned increase charges to Masonic users had been achieved. With the increase in precept per Lodge member being offset by falling numbers. One other Masonic Order had left for another Masonic centre.

#### Action taken

- Future plans to upgrade the centre to and keep it in a good state of repair were explored at length in the latter part of 2006 and during 2007.
- Possible arrangements were evaluated in detail and discussions were held with other centres on their organisation and management.
- Eventually it was decided to change the management arrangements to maximise external income.

- An agreement was entered into with an established caterer, that he would manage the centre paying a “rent” to HMT, pay all the routine operating costs of the centre, but in return would receive all net income from external lettings/functions, masonic catering and the bar.
- In addition the residential flat was refurbished and rented out. The net result of these actions was that all the normal running costs of the centre were covered by the caterer and HMT had £40k to £50k pa to spend on major refurbishment and improvements and repay the overdraft.

## Results

- The arrangements came into effect in early 2008 and after some initial teething issues have been successful.
- During the 6 years 2008 to 2014 over £150k has been spent on refurbishment/improvements
- The overdraft turned into a positive bank balance of £49k.
- Charges to Masonic users have been reduced to well below the levels charged in 2003.
- The precept per member charged to Lodges reduced by 36% (£45), which has more than offset increases in Grand Lodge and Provincial Grand Lodge Fees and enabled Lodges to maintain and in cases reduce subscriptions.

## Learning points

- Charges to Masonic users and hence subscriptions are price sensitive i.e. the higher the subscription the fewer the members and the converse.
- Masons in general are not interested in centres, as long as they are there. The standard of catering (and to a lesser extent price) and bar prices were sensitive issues.
- The centre had to be managed as a “business”, serving its Masonic users, recognising that the centre’s viability was dependent on its external income.
- Compliance with statutory regulations, including fire, food hygiene, and licensing, should not be overlooked.
- Any change will meet resistance.



## Success stories - Refurbishment

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### Pelham Suite, Grimsby

#### Background

The [Grimsby Masonic Centre](#) may be regarded as the 'jewel in the crown' of Lincolnshire Masonry. It was purpose built to replace the old Hall in central Grimsby and to be the centre for Lincolnshire Masonry. It has a magnificent temple which is used for most of the major Masonic events throughout the year. Eight lodges and eleven side degrees meet there. Nearby (4 miles) Cleethorpes Masonic Centre has a further seven lodges and several side degrees.

Grimsby is the only Masonic centre in Lincolnshire which has a complement of full-time staff. They employ a Manager, a Deputy Manager and a chef. All other job roles are filled by part-time staff. It was always intended that the commercial arm of the centre should generate revenue to support the Masonic functions taking place there. This role has greatly increased as the numbers of Masons have declined and the costs involved with the centre have increased significantly. Our business arm is called the Pelham Suite.

#### Management structure

- Until recently, this was by a Board of Directors made up of 2 members from every Craft lodge which met at the centre – a total then of 14 members. Problems arose as the income stream was losing money rather than providing necessary funds to run the centre.
- A number of Masons then set about moving the Board towards a more efficient structure and in 2014 the members voted a major change in the Management structure.
- They now have a chairman, a Finance Director, an IT Director, a Financial Accountant, a Catering & Supplies Director, Director of Estates and a Marketing Director.
- It should be noted that all those now involved in the running of the business are high level business managers with years of experience.
- It should also be noted that they do this work for free and that with one exception they are all over 65.
- Lodges nominate up to two members to be part of the Lodge representative committee whose role is to work with lodge committees and members to provide support for the work being done by the Board.

#### Implementation of change – IT

- The main change was the implementation of IT systems to control and monitor all areas of the business. It has taken a year but they can now interrogate all the financial records and have access to a range of reports. This has meant all Board meetings now have up to the minute figures with problem areas immediately highlighted.
- They also have a real web presence [www.pelhamsuite.co.uk](http://www.pelhamsuite.co.uk) which is constantly updated and is the main marketing area of the Hall.

#### Refurbishment work

- Since the formation of this Board the financial situation of the centre has moved into a very positive position. They have also managed to start a major programme of refurbishment and decoration including kitchen upgrades, boiler replacement, creation of a large outside garden

area and redecoration. There is still much to do but it is hoped to be completed in the next two years.

- The Board is working hard to get the members to accept the centre is theirs and that they need to be part of this rejuvenation process, but the progress here is very slow. A small number of committed members have helped tremendously but the majority still see the centre as a place to visit once a month.

### **Chairman of the Board – a catalyst for change**

- He became involved at the centre by turning up at a meeting and asking questions. He was then invited to join the Board and took the responsibility of working with the staff at the centre. They had, and still have, excellent work relations and have had a massive learning curve which is now reaping huge benefits. Gradually others joined the cause and they now have a full Board of Directors.
- The history and knowledge of the Masonic structure in Grimsby and Cleethorpes lead to the decision that they must change the historic basis which states that Masonry is a male oriented activity.
- The requirement was for a centre that was the hub of family activity involving everyone in the community but particularly the wives and families of the brethren. The belief was that only when everyone, male and female, young and old appreciate who we are and what we do will the craft start to grow again.
- The centre is ready and waiting for the change which must be driven and supported from the top - not by rhetoric by real support and guidance.

### **What is on offer?**

- The [Pelham Suite](#) is located in Central Grimsby and minutes from the motorway network, within easy reach of hotels plus railway and bus stations situated in the town centre.
- It is only hired on an exclusive basis guaranteeing that an event is unique and personal.
- There is free private car parking, with adequate spaces for over 60 vehicles. To the sides of the buildings there are lawned garden areas ideal for photographs.
- The entrance hall opens into a bar area, which houses a fully stocked bar, including premium lagers and bitters, along with a selection of handpicked wines. A wide range of soft drinks is also available.
- The light and airy Dining Room lends itself to many different functions, from wedding receptions to concerts, christenings to conferences, from proms to parties of every kind; the Pelham Suite caters for a very wide range of events.
- They can comfortably seat 120 for a wedding breakfast, and around 180 for a less formal buffet style event.
- They can provide decorative layouts to suit all occasions and work in partnership with other event companies so that they can arrange all event requirements. Need a disco? Want a magician? Set meal or buffet? Daytime or evening. They provide it all.
- The event management team assist you in organising all aspects of an event from menu planning to room décor.
- The unique civil ceremony room is available to hire for diverse events including civil weddings, civil funerals, concerts and presentations.

- They can comfortably seat 120 guests for events, and provide music, by form of a music system or one of two organs, an organist can be organised upon request. An audio loop system for people with hearing difficulties functions in the main ceremony room.
- A number of smaller private rooms, able to accommodate up to 12 people, are also available, as well as wi-fi.
- Room hire only is available, without food or drink.



## Success stories – Refurbishment & the ability



### Glenmore House, Surbiton



#### Background

Surbiton Masonic Hall is located within [Glenmore House](#), one of the oldest houses in the town built in 1840. Once a flagship bijou villa at the gateway of the new development built to facilitate commuting as the railway expanded, the house was constructed on four levels, occupying two acres of land including stables and an ornamental garden. The population expanded from 400 in 1820 to 5,000 by 1900. After several private occupants in 1920 Glenmore House was purchased by the Kingston & District Masonic Hall Ltd as a result of the foresight of four local Masons to seek a home for Masonry within the area and the vision to make it happen. Sixteen Founding Lodges made the building fit for purpose, assisted with cash realised from the sale of the stable land, and a share issue. Lodges started to move in to rent the temple space, and the building became known as The Surbiton Masonic Hall. Today 152 Masonic Units utilise the building.

#### Develop and Adapt

For any organisation to survive and thrive it needs to grow, evolve and adapt to change. One of the greatest strengths of Surbiton Masonic Hall has been its ability to adapt through the years. In 1997 the then Chairman, with building expertise, recognised the value of having two separate entrances to the building, two bars, and additional dining facilities. Despite these changes and the desire to attract outside business it was only in 2004 that Surbiton Masonic Hall really set about metamorphosis. Faced with plummeting membership and less revenue from core customers in an old building which literally haemorrhaged expense the move to provide a venue for non-Masonic events has proved to be a lifeline; enabling the Centre to provide superb facilities at very sensible prices for the membership. The ability to engage top class Chefs who literally have come from Michelin starred kitchens, using fresh and where possible locally sourced produce instead of frozen, also to be enabled to employ all the Centre's own staff who are professionally led and trained, and yet still charge from £16.40 plus VAT for a four course meal served in a building that is but a fifteen minute train journey from the centre of London is only possible through generating outside income.

#### The 'Value' Proposition

The Centre recognises the role that it must play in providing perception of value not just in terms of money, but in time and experience. Masonic Centres provide a home to Lodges, and as a result provide a very tangible identity. We would all acknowledge that Freemasonry is a leisure activity that competes for members' time. Inevitably it comes down to perception of value as to the commitment an individual will demonstrate towards his membership, and in encouraging others to share in that membership. The days of the school dinner are gone, and whilst some may lament their passing, the majority and especially modern man would simply not come back for more, and certainly would not think that Masonry offers best value. However, it's not just about the cost of a meal, it's about the value of attending, the ambiance, and enjoyment.

Glenmore House recognised that it was key to do everything possible to make Freemasonry a very viable leisure activity; by creating great ambiance, pleasurable surroundings, acceptable pricing, and superlative bespoke meeting facilities. Freemasonry has survived through the centuries due to its ability to adapt; similarly Surbiton recognised at an early stage that Masonic Centres have to adapt. Centres are the shopfront of local Freemasonry.

## **Funding and the Board**

It was clear that change was not possible without significant funds. The Centre, like so many, had been neglected and whilst the Board had concentrated on the every day to day existence, refurbishment and aesthetic improvement had been minimal, as a necessity. The infrastructure was there to conduct commercial business with a ballroom with a double height ceiling and minstrel galleries as well as a separate entrance, but events were not being attracted to utilise the facility.

The Board, which consists of a Representative Director of each of the sixteen Founding Lodges, recognised that it needed to devolve day-to-day responsibility for running the business to one individual Director who would be supervised by the Board, rather than having the business run on a daily basis by a volunteer committee. As a result fast-time decision making was possible, clarity for employees was tangible as they reported to one individual who could hire and fire, and the responsibility for delivery was entrusted to one person to effectively manage all elements, with monthly figures being circulated to the Board who also met with the Managing Director quarterly. It was recognised that it was paramount to raise the standard of the overall experience of attending a meeting out with the Temple itself, and to do that significant cash was needed to improve the quality of staff, as much as the aesthetics of a building that still had curtains that had been hanging for fifty years, and carpets held together with gaffa tape! It was also recognised that the Centre must create a wider appeal, and be more accessible to all.

In the initial stages funds were raised through additional social events to enable the refurbishment of the main ballroom. Concentrating improvement efforts on one key room immediately enabled the ability to more effectively market to outside events such as weddings. The approach was to offer sensible prices, with only sensible profit. Whilst this meant more work, it created the possibility of realising greater profits through wet (bar) sales. As more weddings booked then more funds came in, enabling the initial resistance by a small proportion of the membership - due to sharing the venue with commercial functions - to be silenced, as new furniture was purchased for the Members dining rooms, and the public areas were re-carpeted for the first time in many years. Improvements soon became tangible, and initially targeted to public areas.

A loan from the Surrey Masonic Halls Fund could then be applied for after a revenue stream was established to service any borrowing. The Halls Fund is an innovative scheme set up by inviting individual Lodges to contribute a voluntary subscription of £2 per year per member as a fund for the future. This enables the Fund to provide loans to Surrey Masonic Centres at a rate which compares favourably with those on offer elsewhere. £250,000 was spent on redesigning the bar that is now more akin to a West End Nightclub! This complemented the refurbished ballroom. The changes made established a foundation on which to develop commercial business that has now enable turnover to multiply four-fold.

## **Results**

Currently over 100 wedding receptions are hosted at Glenmore House annually, more than half will be married on site. Many wedding clients enquire through recommendation, some have become aware of the existence of the Centre through increased use by other events, and many are realised through an effective web-presence and social media usage. The Centre engages its own full time member of staff dedicated to wedding sales and co-ordination, she also has a part-time Assistant. As commercial business increased, all profits were spent extensively refurbishing the whole building. In the past twelve years over £2million has been spent within Glenmore House on improvements. The new funds did not just enable refurbishment - key to increasing functions and the revenue

achieved was the level of service offered. Funds became available to engage professional Chefs with a raft of experience capable of producing a wide variety of food from fresh, and provided the ability to offer vastly subsidised costs to members.

### Community Involvement

The Board of Directors approved a community integration budget, which has enabled turning the Centre into more of a focal point for the wider local community. Apart from the opportunities to maximise exposure and advertise the facilities, far from losing its identity Surbiton Masonic Centre has enabled the community to identify with the values Freemasonry actually represents. For the past two years [Glenmore House](#) has been selected as the winner of the Best Hospitality and Leisure Business Award within the Borough of Kingston.

### Commercial Diversity – the Business Proposition



[Glenmore House](#) has attracted everything from mother and toddler groups, polling stations, a twice weekly bridge club, yoga sessions, foreign language schools, affinity lunches such as Probus, Rotary, Pensioners’ Associations, the BBC, and every life event from christenings to birthday parties to wakes.

One-off events such as Prue Leith’s most recent book launch, or HRH Prince Edward’s Charity Gala Ball, Livery Lunches, or Military Mess meetings are also held at Glenmore House, raising the profile. From events such as Parent Teacher Association Dinner Dances, and Political Party Burns’ Suppers or charity events, more people become aware of Freemasonry. The Centre is extensively used for conferencing throughout the daytime, having invested in the latest equipment and designing bespoke packages to offer, again a full time Sales Co-ordinator manages and develops these bookings. At many events Temple tours are conducted, certainly there are more than a few Grooms, and even Brides, who have gone on to become Freemasons! The Community Integration Budget enabled the Centre to play a key role in setting up the Surbiton Business Community which provides a structure for local business to meet and network, also the Surbiton Wildlife Group which has as its aim the development of the public gardens opposite Glenmore House itself.

### In Summary

The Managing Director of the Centre says “Our business as a Masonic Centre is unique, the usual conflict that is almost always present in hospitality is the goals of the customer and the goals of the business: on a simple level, the business wants a profit and the customer wants value for money –

and so a balance needs to be struck. Our Centre, like many Centres, must be run as a business, and not a members' club; but it is with an awareness that our objective is to ensure affordability to our members. A great deal of work therefore is expended to ensure an effective revenue stream from commercial activities; something we have had to become accomplished at in recent years. Our Centre must provide quality of service, quality and quantity of product, and atmosphere. The product offered at Glenmore House does not merely extend to its food and beverage offering, it is vital that the building is maintained to offer superlative facilities, and to enable enhanced service.”  
[See also the article in \*Freemasonry Today\* Issue 31 from Autumn 2015](#)



# KEEPING THE DOORS OPEN

**Grand Superintendent of Works John Pagella looks at the challenge of maintaining masonic centres and halls in modern times**

**F**reemasonry is by no means unique in finding that as times change, and the needs of its membership evolve, buildings once well suited to their function become too expensive to maintain. We need to ensure that if masonic use declines, our buildings adapt to attract outside interest, generating income and strengthening their connection with the local community.

While individual circumstances vary widely for each masonic hall and centre, the first step is to examine the potential for introducing outside uses. This is not achieved by simply advertising availability and hoping for the best. It requires analysis of the type of users for whom the building might be suitable, and consideration of whether what is needed can be managed while retaining masonic use.

London's Surbiton Masonic Hall is a positive example of what can be achieved. Glenmore House was built as an imposing Italianate-style private villa in 1840 at a time when residential development was extending out from London into the surrounding countryside. By 1920, it had become one of the many houses that were too large and expensive to run as private homes, so was put up for auction.

It was purchased by four local masons, becoming known as Surbiton Masonic Hall, and was dedicated as a peace memorial.

For much of the 1900s the house flourished as a masonic centre, but as the century drew to a close it became clear that, once again, a change was required. Masonic membership was in decline, with fewer people attending meetings and a number of lodges handing in their warrants. A decrease in income meant that without a radical change in the way that the building was used, closure was inevitable.

## BUSINESS FOUNDATIONS

Fortunately, the board of directors of Surbiton Masonic Hall included people with experience in building and development, as well as running commercial companies. They recognised that managing a masonic centre today is no different to running a hospitality company. Freemasonry is a craft but running masonic halls and centres is a business, requiring the same commitment, financial skills and disciplines.

Although the property's design, finishes and furnishings were dated, the potential for creating a self-contained hospitality suite was recognised. The building included a large ballroom with its own independent bar, but while the existing kitchens had coped well for

many years, they were not suitable to support the standard required for outside events. Complete modernisation was therefore needed.

Even if the refurbishment had been confined to these areas, much would have been achieved, but it was felt that the contrast between the facilities available to outside users and those offered to Freemasons would have been all too obvious. Furthermore, the loss of the ballroom for masonic dining would have reflected badly on the centre's continuing commitment to its Freemasonry.

With this in mind, dining accommodation at first-floor level was also refurbished and moveable dividing partitions erected to permit two units to dine simultaneously. The adjacent bar was modernised to the same high standard as the bar in the hospitality suite.

## A NEW LEASE OF LIFE

The revenue generated from opening Glenmore House up to outside use has been vital. It has not only secured its future as a financially viable masonic centre, but also enabled the centre to become more of a focal point for the local community. 'Far from losing identity, the changes we made enabled the community to identify the values that Freemasonry actually represents today,' said Robert Dobbie, Managing Director of Glenmore House. 'For the past 10 years we have participated in the Heritage Open Days, we are used as a local polling station, we host a twice-weekly bridge club as well as monthly lunches for Barclays bank and the BBC.'

Masonic centres and meeting halls are all individual, and it would be wrong to suggest that what worked in this case would always be successful elsewhere. However, there are some general principles.

First, masonic buildings exist to serve the needs of members, but that purpose can only be sustained if they are managed in a way that is financially viable. In many cases this will mean shared use, which must be approached with the needs of the outside user in mind. The competition can be fierce and that means adopting a more proactive strategy than just advertising accommodation for hire.

One final thought: those who take their own advice will in most cases have no recourse should things go wrong. If a masonic centre or hall has professional expertise within its members, by all means use it, but always consider the value of using outside consultants as well. Their more objective approach might be beneficial, and those giving outside advice may also have a legal liability.

*'Masonic buildings exist to serve the needs of members, but that purpose can only be sustained if they are managed in a*



*way that is financially viable.'*

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[freemasonrytoday.com](http://freemasonrytoday.com)



### The Square – Upminster Masonic Centre exceeds all expectations

Following the great acclaim and appreciation of the [Upminster Masonic Centre](#), and the many guests who have experienced what must be one of the finest masonic Temples in the country, and since the official opening of the ‘Constellation Temple’ by RW Bro John Webb on 8<sup>th</sup> September 2014, they have done it yet again...

**The ‘Constellation Temple’** was the first of the refurbishments at the centre comprising completely new ceilings, walls, floors and services. They now have the very latest air conditioning (A/C) units that disperse the air through the swirl grills around the perimeter of the room, which will keep a constant temperature throughout and will reduce costs by an estimated £500.00 per year in this room alone and reduce the carbon footprint of the centre. The ceiling was made slightly smaller in size but considerably deeper to give the new coffer effect that is formed by the magnificent new coving and lighting trough that has been especially made for the room.

The ‘sun’ in the centre and the coffer are further adorned by twenty-three carat gold leaf to enrich them. In addition to the coved ceiling they have also had the bespoke wall lights designed and made to impact on the appearance of the temple. The beautiful black and white [‘Karndean’ floor](#) with the purpose made border is also safer and will reduce set up times at the end of each meeting. The four chair lights are the closest to natural light that can be achieved. All of the lighting in this room is LED to again reduce running costs. For those that use the



‘G’ light in ceremonies the one in the middle of the Temple is something special. When you turn on the coffer lights you will see the “blue ceiling” turns into a cloud to give a sky effect. But if you really want to see a sky, look at a night sky, the ceiling shows all twelve stars signs plus number 13 “Ophiurchus” which was recognised in 1920’s. The Constellation temple was opened by RW Bro John Webb in September 2014 just 8 weeks from start to finish.

**‘The Grecian Temple’** was completed in 2015, and opened by the new ProvGM RW Bro Rodney Bass as one of his first appointments in his new role. The Grecian Temple is their very own interpretation of that iconic Lodge Room from the Great Eastern Hotel in London, and was formed using many of the classical Grecian forms of architecture.

From the outset the directors wanted to ensure the highest level of quality was achieved at the manufacturing and installation stages; to facilitate this highly skilled labour was engaged to both manufacture and install the work. With regards to the design of the temple, they wanted to ensure that the design was indeed Grecian, in order that it could withstand scrutiny. Hence, Doric [entasis](#) columns were agreed upon; they now adorn three of the four walls; a four metre diameter cupola with a heavily moulded Greek key lighting trough sits central to the room. Eight small rectangular coffers were formed to the long sides of the room, which were then dressed with a classical dentil block cornice with egg and dart enrichments; guilloche mouldings were added to the high level soffits to give the impression of volume.

A sculptor was commissioned to recreate the coat of arms of the United Grand Lodge of England which has been hand painted and gilded and sits neatly on the North wall.



Once completed, all the fibrous plasterwork was then painstakingly gilded by hand to create this superb meeting and dining venue whose uniqueness will without doubt stand the test of time. The beautiful black and white pavement has followed on from the adjacent larger Constellation Temple. The new lighting can again be used to give different moods using low cost LED fittings with the new comfort controlled air conditioning and heating adding to the luxurious comfort this new Temple affords its occupants.

Being slightly smaller and more ornate, this beautiful Temple is perfect for intimate fine dining. It can seat 28-30 set on a long table where fine cuisine can be served and enjoyed at its best for the most exciting of palates. Imagine having your company lunch or dinner in the middle of a Masonic Lodge Room? Or even a group of friends for an Anniversary or birthday meal.



**From the old to the new, the centre has been completely revitalized.**

Not so long ago the centre looked very different to how it does now and there are still changes that are currently being made. The past 24 months have brought many positive changes and they are all proud of the progress made and how far the centre has come in this time.

**Improvements**

From the catering, the air conditioning, the boilers and more, the centre has had a complete overhaul and is a far cry from the condition that it was once in. The first area tackled was the catering as they had not only received complaints on the quality of the food but the catering costs had risen by 26% since the centre had been running it. A professional caterer, Gary Mitchell, was brought in, who had been at the centre previously, and the quality levels of the food are now second to none.

Another area that needed updating was the security alarms which had not been working for at least five years; a fully monitored hi tech security system has now been installed. There was also no electrical certification on the building, no gas certification and no evidence of health and hygiene controls in the building.

The kitchen and bar area also had an overhaul and received a 5 star rating for both food storage and cleanliness, since being updated, after a surprise inspection.

The ceiling had been condemned as the condition was so bad; it had been hanging from another suspended ceiling which was immediately condemned. The electrical supplies were found not only to be unsafe but highly dangerous and the air conditioning units were not fixed adequately. All of these deficiencies have now been fully rectified and at extremely low costs; with many generous donations from many members. They are also updating the building's exterior with a whole new paint job and introducing a whole new food and drinks menu with a quality fine dining experience option.



Leading on from plans to proceed into "fine dining" to complement Masonic functions they have introduced theme menus at Sunday Lunches and have successfully launched with several selected events such as Italian, Thai, Spanish, Old English and Tuscan to name but a few.

At their November Lunch they showcased their chef's amazing talents and put on the following mouth watering Taster Menu:

- \*Pumpkin and Ginger Soup
- \*Fritto Misto and Portuguese Prawns
- \*Chicken Satay with Thai Noodle Salad
- \*Lamb Raan Gunpowder Potatoes and Dressed Greens
- \*Dessert Selection
- \*Coffee

These events are sell-outs and they are also considering expanding this theme with an evening event called "Sunday Night at the Upminster Palladium" with famous lookalike acts. This should commence early 2017.

It is clear that Upminster Masonic Centre has not always looked, and functioned, as it does now. It has undergone a complete transformation - even the name and branding being updated to 'The Square at Upminster' with a new logo. With Freemasonry's long history the aim is for The Square to emulate this heritage, and to be an example of not only how Masonic Centres can look and function, but also how they can be transformed.



## Success stories – Financial Management

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### Marlow Masonic Centre

#### Achievements

In April 2014 a new Committee took over the running of the Centre and the following is a short review of changes which have taken place since that date.

- Catering was outsourced in October 2014 resulting in a reduction in costs to Lodges of approximately 20%
- Total cash overheads for the Centre have been reduced by approximately 50% including:
  - General rates reduced by 85% - £4,000
  - Gas costs reduced by 45% - £3,000
  - Insurances reduced by 30% - £1,000
  - Waste disposal 80% - £4,000
  - Accountancy 100% - £4,000
  - Administration 50% - £2,000
- Since summer 2015 investments have been made in the centre notably:
  - Decoration of the dining room
  - Refurbishment of the dining room floor
  - Professional assessment of the electrics
  - Installation of a waste disposal unit into the kitchen
  - Installation of cellar cooling
- In February 2015 the room rental charges for Lodges and other units based at Marlow were abolished, saving these Lodges/Chapters etc. a total of £4,500. As these charges were invoiced in arrears, this was a retrospective saving as well as being ongoing.

#### Aims

All this expenditure has been incurred for one of three purposes:

1. To update the centre (re-decoration and refurbishment)
2. Maintain the fabric of the Centre (assessment)
3. Investment to reduce future costs (cellar cooling and waste disposal unit).

In total £12,500 has been spent.

#### Next Steps

Further investment will be made, including further decorating, refurbishment of the ladies toilets, and upgrading the electrics following the assessment.

Following the completion of the accounts to May 31<sup>st</sup> 2016, an assessment was made by the Marlow Centre Committee as to how further cost savings can be passed to Lodges/Chapters and all members of the Centre, and of any further refurbishment works to enhance the Centre.





The following are examples of savings made by the Masonic Mutual:

- |                          |  |
|--------------------------|--|
| 1. Building sum insured  | £569,240                                       |
| Contents sum insured     | £220,405                                       |
| Masonic Mutual premium   | £2,411.32                                      |
| Holding premium          | c.£3,400                                       |
|                          |  |
| 2. Buildings sum insured | £2,096,931                                     |
| Contents sum insured     | £257,509                                       |
| Masonic Mutual premium   | £2,754.55                                      |
| Holding premium          | c. £3,400                                      |
|                          |  |
| 3. Buildings sum insured | £9,030,25                                      |
| Contents sum insured     | £1,543,500                                     |
| Masonic Mutual premium   | £12,524.10                                     |
| Holding premium          | £14,787  |
|                          |  |
| 4. Contents sum insured  | £25,000 (max)                                  |
| Masonic Mutual premium   | £250   |
| Holding premium          | £800 (a lot of this was for unnecessary cover) |

In every case the cover being provided was improved.

## Support Documents -Index

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[Certificate List](#)

[Fire Safety – cladding systems](#)

## Fire Safety - Cladding Systems on Buildings

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National interest has been directed to reviewing the safety of high rise buildings following the [tragic Grenfell Tower fire](#) in June 2017. The investigations being made, even in advance of the Public Enquiry, are becoming ever wider in scope, and experts are already stressing the need to look at the cladding systems used in all buildings. Even low rise buildings are being drawn into the review.

Responsible private as well as public sector organisations are being urged to carry out a review of their existing properties.

Whilst it is likely that in most cases our Masonic Halls and Centres in traditional buildings will not be at risk, new builds might be amongst those structures which complied with building regulations when built, but are 'at risk'.

As a precautionary measure we urge all Provinces, Districts and Metropolitan Grand Lodge to encourage those who are responsible for Masonic Halls to review all of the buildings where their members meet, to consider if there are any cases where investigation might be needed. It goes without saying that in any cases where investigation is needed, or the need is in doubt, professional advice should be sought.



## Support Documents – Certificate List

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1. M.H. Fire Risk Assessment
2. M.H. Fire Plans
3. Fire Evacuation Procedure
4. Fire Evacuation – Records
5. Gas Appliances – Service Records (Yearly)
6. Lift Examination – Records (Twice Yearly)
7. Lift Service – Records (Twice Yearly)
8. Electrical Installation – Test Records (every 5 years)
9. Fire Extinguisher – Inspection Records (Yearly)
10. Portable Appliance (PAT) – Test Records (Yearly)
11. Emergency Lighting - Test Records
12. Food and Hygiene – Records
13. Fire Alarm – Annual Service Records (Yearly)
14. Fire Alarm – Weekly Test Records
15. Pest Control Records
16. Accident Reports
17. Risk Assessments
18. Waste Disposal Certification
19. Premises Licence
20. CCTV System (Yearly)
21. Kitchen Deep Clean (Yearly)
22. Performing Rights Society Licence
23. Insurances including Public Liability
24. Catering Establishment Local Authority Rating Inspection



UNITED GRAND LODGE  
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- Mike Baker** - Director of Communications

*Click on the images below to access Provincial websites*








UNITED GRAND LODGE  
OF ENGLAND

## NAVIGATION – how did I get here?

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or by clicking on [this link](#), or by clicking on the 'NAVIGATION-finding your way round the guide' bookmark on the left hand pane.