

Bishop's Hull Parish Council

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Friday 8th March 2019

Reference: Heads of Terms proposed letting agreement for the Bishops Hull HUB:

Dear Chairman of Bishops Hull HUB

Following the meeting of the Parish Council on Thursday 8th March 2019, the following resolution was passed in response to the proposed Heads of Terms letting agreement for the Bishops Hull HUB:

At the start of this process in December 2011, it was reported that in order to comply with the terms of the Section 106 agreement, the money should go towards a community facility which are open to everyone and provide a focal point for activities for all age groups in the Community. These terms clearly do not comply with this.

Therefore, if terms are not modified it is recommended that the Parish Council **do not** release any CIL funds to the HUB project nor support the release of the Section 106 funds from TDBC at this location. The Parish Council requests that the PCC respond to the Parish Councils request by 8th April 2019. This will then give the Parish Council sufficient time to look at an alternative use for the funds if necessary before expiry date of 27th September 2020, where £186,120.00 (plus interest) would revert back to Persimmon:

TERM: The Demised Premises will be leased to the Tenant for a term of 35 years. – *This would only be acceptable if part II of the Landlords and Tenant Act 1954 was reinstated into the agreement, with the HUB being given first refusal to renew the lease at the end of the 35 years term. Otherwise a term of 99 years should be set,*

RENT: Peppercorn – *needs clarifying, the PC suggestion would be NIL rent in lieu of the Church using the HUB every Sunday until 2pm Free of Charge.*

REPAIR: The PCC will be responsible for the full repair and maintenance and resurfacing of the car park with the Tenant to reimburse the PCC 50% of the costs in doing so – *Not agreeable the PCC should bear the cost of this.*

ALIENATION: The tenant will be permitted to hire out The Hub to appropriate groups and individuals provided that no security or tenure is created. If a hiring of The Hub by the Tenant conflicts with the Church Use as detailed below, Church Use will take precedence. Not to use or allow the use of The Hub for the conduct or religious education, worship or ritual or act which shall be in the opinion of the Landlord (whose opinion shall be final and binding) contrary to, conflicting, or prejudicial to the Articles and Doctrines Rights Rules and Disciplines and Ceremonies of the Church of England to the Extent permitted by Law. Not to use or allow The HUB to be used for:

1. The solemnisation of weddings etc, 2. Funerals or Services of Committal – *In September 2016 representatives of the Church confirmed that there were no conditions or restrictions in terms of users at the current church hall and no specific types of group were excluded. As a community hall, it needs to be available to the whole community and no group should be discriminated against and believe the HUB would be acting unlawfully if they did so. The PC suggests the Church can book the hall a year in advance and charged the same fee's as any other booking, not be given priority over any booking, with the exception of Sunday until 2.00pm.*

SIGNAGE: The Tenant will be afforded signage rights on the exterior of the completed development - all signage to be approved by the PCC at the PCC's sole discretion and in particular the signage must include details that The Hub is provided through a partnership between the parish Church and the Community (dates to be included), such details to be prominently displayed on the outside and inside The Hub and on all advertising and official documents – *The Hub is not provided through a partnership with the Parish Church and the Community. It is a Community Hall, with land provided by the Parish Church and a secular building, otherwise Section 106 funds will not be released by TDBC and Persimmon.*

CHURCH USE: The PCC will have full and unrestricted access to and use of The Hub free of charge on the days detailed in the schedule attached to the Heads of Terms. The PCC will be entitled to review the schedule of the days of use on an annual basis and will be entitled to change the days and times of use on an annual basis on the understanding that any changes to the days of use are fair and reasonable. If any dispute difference or question arises between the parties in relation to the terms of the reservation of use of The Hub for Church Purposes the question shall be referred for decision by the Archdeacon of the Archdeaconry within which the Parish of Bishop's Hull shall from time to time be situated or at the option of the Archdeacon acting in their absolute discretion by a single arbitrator in accordance with the provisions of the Arbitration Act 1996 to be appointed in default of agreement by or on behalf of the President of the Royal Institution of Chartered Surveyors. The tenant will not use the car park on days and times reserved by the Landlord for church use as detailed in the attached schedule. – *Not acceptable, the PC suggestion as stated above is every Sunday until 2pm free of charge. All other dates are chargeable. Although the Parish Church could be given priority to book any dates a year in advance. The Car park cannot be exclusively used by the Parish Church if the hall is not booked.*

LEGAL AND SURVEYING COSTS: The Tenant to meet the Landlord's legal and surveying fees in completion of agreement to lease and lease – *Unacceptable the PCC should bear these costs.*

CONDITIONS:

1. The Lease will be excluded from Part II of the Landlord and Tenant Act 1954 – *only acceptable if the lease is for a 99-year term.*
2. Until such time as the new Church Porch and new WC facilities within the Church have been constructed then the existing Church Hall will not be demolished or removed. – *Only acceptable if the Church Porch and new WC facilities are constructed and ready for use by 31st August 2019*

Kind Regards

Mrs Helen McGladdery - Parish Clerk