



**Rev Phil Hughes**  
The Vicarage  
Bishops Hull Hill  
Bishops Hull  
Taunton  
TA1 5EB

Thursday, 28<sup>th</sup> March 2019

Richard Holland, Esq.,  
Bishops Hull Hub Limited.

**By email: [rp\\_cpt.holland@btinternet.com](mailto:rp_cpt.holland@btinternet.com)**

Dear Richard,

As promised, we are making as quick a response as possible to your e-mail of 18<sup>th</sup> March 2019 in which you advised us that the Trustees of the Bishops Hull Hub could not accept our proposed Heads of Agreement.

In order to meet your timescale, the PCC has held two extra-ordinary meetings of the full PCC and two meetings of a sub-group. We have identified two major points of dispute in the Heads of Agreement and, if there can be no agreement on these, we will be obliged to withdraw our offer of a lease on church land. If the Trustees of the Hub are able to agree with us on these two points, we are willing to revise the other terms as given in the accompanying document.

Firstly, the Borough Council requires a lease for the lifetime of the building and the Parish Council requires either a 99 year lease or a 35 year lease with a right of renewal under The Landlord and Tenant Act 1954. After due consideration and in view of the tenant's investment the PCC is prepared to offer a lease of 35 years in line with commercial practice and for this to be within the Act.

Secondly, in their letter to you, the Parish Council said *"in order to comply with the terms of the Section 106 agreement, the money should go towards a community facility which is open to everyone and provides a focal point for activities for all age groups in the Community. These terms clearly do not comply with this."* We assume their objection is to the restrictive clause included in the Heads of Agreement under Alienation, as they also said *"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."*

We cannot entirely remove the restrictive clause in the Heads of Agreement under Alienation, although we are willing to reword it to be more in line with our actual practice of letting the church hall and with the intentions of the present congregation. We must stress however that this wording is subject to approval by the Diocese of Bath and Wells.

There has been no need for the church to have a formal policy on who used the hall. The practice has been for the booking secretary to exercise discretion and when in doubt to refer the

application to the PCC. Over the many decades in which the church has made the hall available to the community, there has been only a handful of occasions when the PCC deemed the proposed use unacceptable. In passing control of part of the church's property to a tenant, it is necessary for the PCC to make explicit what has been implicit in its management of its own hall.

To clarify the situation: the parish church is a charity which has been exempt from registration but will shortly be required to register. Its charitable object, based on that of the Church of England as a whole, will be given as "promoting the Christian religion for the public benefit, mainly but not exclusively in Taunton". As trustees the PCC is bound to disallow the use of the charity's assets for a purpose in direct contradiction of its charitable object. We see providing facilities to be used by the wider community as a practical expression of Christianity and therefore not contrary to the charitable object. Nor would the use of the Hub by other religious groups be contrary to the charitable object since they would not prevent the church from promoting Christianity. However, there are groups – more likely to be political than religious - whose activities would be deemed by the PCC to be a threat to its freedom to promote Christianity and would therefore be contrary to the charitable object. Under charity law we cannot, as trustees, allow such activities to take place and the only way to ensure that they do not is to write a restrictive clause into the lease.

We saw this project as an opportunity for volunteers *from* the community to work together *for* the community through two not-for-profit organisations. The church, like yourselves, has put a huge amount of voluntary time into this project, incurred legal costs and made financial contributions. Many of the congregation will be profoundly disappointed if the project does not go ahead because, unusually for an urban parish these days, the majority of them are resident in the parish and consequently care deeply about its development.

You will of course need to consult with the Parish and Borough Councils and we assume that their own timescale will dictate a prompt response.

As requested by the Parish Council, this letter and the Revised Heads of Agreement are being copied to them.

Yours sincerely,



**Will Osmond - Churchwarden**  
**On behalf of the PCC**

cc. [bishopshullparishclerk@gmail.com](mailto:bishopshullparishclerk@gmail.com)  
[r.staddon@tauntondeane.gov.uk](mailto:r.staddon@tauntondeane.gov.uk)