

Revised Heads of Agreement

HEADS OF AGREEMENT POINT	COMMENTS/PROPOSALS FROM PARISH COUNCIL	REVISED PROPOSALS FROM PCC
<p>LANDLORD Managing Trustee The Parochial Church Council of the Ecclesiastical Parish of Bishop’s Hull St Peter and St Paul Church Bishop’s Hull Hill Taunton Somerset TA1 5EB</p> <p>Diocesan Authority The Bath and Wells Diocesan Board of Finance The Old Deanery Wells Somerset BA5 2UG</p>	<p>None</p>	<p>None</p>
<p>Tenant Trustees of the New Village Hall (Full details to be provided)</p>	<p>None</p>	<p>None</p>

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<p>Demised Premises Part of the land at St Peter and St Paul Church for the development of a new Village Hall The tenant will be granted full rights of access to the demised premises together with the non-exclusive right to use the car park of St Peter and St Paul Church in common with the PCC, the Incumbent of Bishop's Hull and those authorised by them.</p>	<p>None</p>	<p>None</p>
<p>Term The Demised Premises will be leased to the Tenant for a term of 35 years</p>	<p>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,</p>	<p>Term to remain at 35 years. Landlord and Tenant Act 1954 to be reinstated.</p>

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<p>Rent Peppercorn</p>	<p>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.</p>	<p>None. This is a common legal term. See below re: church use</p>
<p>Repair The tenant will construct a new village hall and upon completion of the development will keep the new Village Hall in full repair and condition during the term of the lease.</p>	<p>None</p>	<p>None</p>
<p>The Landlord will be responsible for the full repair and maintenance and re-surfacing of the car park with the tenant to reimburse the landlord 50% of the costs in doing so.</p>	<p>Not agreeable; the PCC should bear the cost of this.</p>	<p>The landlord will be responsible for the levelling and reinstatement of the car park. Thereafter the Hub will meet 50% of the costs of maintenance of the car park.</p>
<p>Insurance The Trustees of the new Village Hall will insure to its full re-instatement value the completed Village Hall at the Trustees' cost and will forward confirmation of payment of insurance premium annually to the landlord.</p>	<p>None</p>	<p>None</p>

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<p>Business Rates Tenant's responsibility.</p>	<p>None</p>	<p>None</p>
<p>Use The User Clause will permit the use of the property by the tenant as a Village Hall.</p>	<p>None</p>	<p>None</p>
<p>Alienation Assignment or underletting of the whole or part will be prohibited. The tenant will be permitted to hire out the hall to appropriate groups and individuals provided that no security of tenure is created.</p>	<p>None</p>	<p>None</p>
<p>If a hiring of the hall by the tenant conflicts with church use as detailed below, church use will take precedence</p>	<p>The PC suggests the Church can book the hall a year in advance and charged the same fees as any other booking, not be given priority over any booking, with the exception of Sunday until 2.00pm.</p>	<p>Removed See below re: church use</p>
<p>Not to use or allow the use of the Hall for the conduct of religious education, worship or ritual or act which shall be in the opinion of the Landlord (whose opinion shall be final and binding) be 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.</p>	<p>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.</p>	<p>The Hub may be used by any person or group for any purpose which is lawful, does not cause nuisance or offence to neighbours, and is not directly contrary to the charitable object of the landlord, which is "promoting the Christian religion for the public benefit, mainly but not exclusively, in Taunton" NOTE: This wording is proposed subject to approval by the Diocese of Bath and Wells.</p>

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<p>Not to use or allow the Hall to be used for:</p> <p>1. the solemnisation of weddings:</p> <p>(i) Pursuant to section 26(1)(bb) of the Marriage Act 1949; or</p> <p>(ii) The Marriage (Same Sex Couples) Act 2013; or</p> <p>(ii) or as a place at which two people may register as civil partners of each other under section 6 of the Civil Partnerships Act 2004</p> <p>or under any other legislation for the time being in force amending supplementing or replacing that legislation</p> <p>2. Funerals or Services of Committal</p> <p>Save that this requirement shall not prevent wedding receptions, wakes and similar celebrations and commemorations from taking place at the Hall</p> <p>Assignment or underletting of the whole or part will be prohibited</p>	<p>See above</p>	<p>Removed. See above.</p>
<p>Alterations</p> <p>Upon completion of the development structural alterations or additions will be prohibited. Internal non structural alterations will be allowed subject to Landlord's written consent.</p>	<p>None</p>	<p>None</p>

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<p>Signage</p> <p>The tenant will be afforded signage rights on the exterior of the completed development – all signage to be approved by the Landlord at the Landlord’s sole discretion and in particular the signage must include details that the Hall 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 Hall and on all advertising and official documents.</p>	<p>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.</p>	<p>Removed.</p>
<p>Sharing</p> <p>The lease will permit the activities of any supplier or contractor whilst it is engaged in providing services to the Tenant or its trading subsidiary company which are consistent with or ancillary to the charitable objects of the Tenant provided that no landlord and tenant relationship results from the arrangement and no security of tenure is created.</p>	<p>None</p>	<p>None</p>

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<p>Church use</p> <p>The PCC will have full and unrestricted access to and use of the Village Hall on the days detailed in the schedule attached to the Heads of Terms.</p>	<p>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.</p>	<p>The church to have free use of the Hub every Sunday from 08.00-14.30, plus Good Friday all day, Easter Sunday all day Christmas Eve from 15.00 to closing Christmas Day all day.</p>
<p>The PCC will be entitled to review 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 Hall 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</p>	<p>See above</p>	<p>Removed See above.</p>

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<p>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.</p>	<p>The Car park cannot be exclusively used by the Parish Church if the hall is not booked.</p>	<p>The car park is not included in the demised premises.</p> <p>We propose an arrangement such as: Users of the Church and the Hub may park in the church car park on a 'first-come' basis. There will be two disabled parking spaces, suitably positioned, one permanently reserved for the Church and one for the Hub. There will be one additional space for the church to reserve for the use of funeral and wedding parties as and when required.</p>
<p>Legal and surveying costs The tenant to meet the landlord's legal and surveying fees in completion of agreement to lease and lease.</p>	<p>Unacceptable; the PCC should bear these costs.</p>	<p>No change. This is usual legal practice.</p>
<p>Conditions These terms are offered subject to:-</p> <ol style="list-style-type: none"> 1. Contract 2. An Agreement to Lease in accordance with the Heads of Terms for Letting will be prepared with the lease to commence upon completion of the construction of the new Village Hall which is to be built by the tenant. The Village Hall to be constructed in accordance with plans and specification approved by the landlord. 3. During the construction period of the Village Hall the tenant will provide temporary WC facilities and kitchen facility for use of the Landlord. 	<p>Only acceptable if the Church Porch and new WC facilities are constructed and ready for use by 31st August 2019</p> <p>Comment from Hub Trustees: We offer the alternative programme of bringing the construction of the Hub building forward, before the porch construction, to allow commencement on site as soon as possible after the lease has been formally agreed and after the PCC has arranged removal of the existing church hall; also assuming that a suitable accessible</p>	<p>This is not possible but we are willing to discuss alternatives.</p>

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<p>4. Until such time as the landlord secures planning permission for a new Church Porch and constructs new WC facilities within the Church the landlord reserves full rights to access WC and kitchen facilities within the new Village Hall at any time.</p>	<p>temporary wc facility can be provided by the Church, throughout the Hub construction process. If we allow a month to resolve these issues, the earliest possible start would be end of April / beginning of May, with a completion in February 2020, after which the Hub facilities could be available to be booked by the Church for use whilst the work on the new porch is carried out, with the car park works undertaken when both projects are complete.</p>	
<p>Landlord Solicitor Christopher Jones Harris and Harris Email:christopher.jones@harris-harris.co.uk</p>	<p>None</p>	<p>None</p>
<p>Tenant Solicitor Nick Francombe, Clarke Willmott Solicitors, Blackbrook Gate, 1 Blackbrook Park Avenue Taunton TA1 2PG</p>	<p>None</p>	<p>None</p>