



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

Friday, 26th April 2019

Richard Holland, Esq.,
Bishops Hull Hub Limited.

By email: rp_cpt.holland@btinternet.com

Dear Richard,

As requested, we are giving you as quick a response as possible. Unfortunately, it is not one that you will welcome, and it is final.

We thought we had made it clear in the covering letter to the revised heads of agreement that the lease has to include the restrictive clause in order to prevent the assets of the church as a charity from being used in a way directly conflicting with its charitable object. We offered a revised wording but, following further legal advice, we find we are not only unable to remove the clause but the proposed wording has been rejected as inadequate to safeguard the church's assets. As charity trustees we obviously cannot go against legal advice. It is equally obvious that the Parish Council will not accept a lease with this restriction. Consequently, the Hub cannot be built on church land and our negotiations are at an end. Further, for the avoidance of doubt, any offers made by the church for a lease of its land are now withdrawn.

You raised two further issues in your e-mail which, for completeness, we would like to address although they are now academic.

The legal fees to be paid by the Hub were not those incurred by the church so far but the future cost of drawing up the lease. It is standard legal practice for the tenant to meet this cost and we saw no reason to depart from standard practice. We appreciate that the Hub is a charity but the church is also a charity, supported entirely by members of the congregation, and we are equally concerned to keep costs to a minimum. We have borne the costs of the legal work so far because we had a commitment to the project.

It would have been difficult to allow vacant possession by 31st August 2019 so that building work could start, and we would have needed a corresponding commitment as to when it would be finished. We understand the plan was to erect a shell, with fitting-out to be completed as funds became available. Since you agreed to grant the church free use of the Hub at certain times in exchange for a peppercorn rent, the lease would have had to specify a date from which the Hub would be available for our use. This would have been set according to the builder's estimate of

the time required to deliver a fully functional building, *not* on the time required for you to raise additional funds, as that could have been anything from months to years.

As our negotiations are now at an end, we propose making the terms discussed and our correspondence with you about them available to the congregation and also to the wider community through the church website. If you have any objection to this, perhaps you would let us know immediately. Our feeling is that the community has a right to know why the scheme has failed and to see that it is not due to any lack of good will or hard work on the part of either the church or the trustees of the Hub. We have simply found ourselves in a situation of far more legal complexity than we anticipated and one where conflicting obligations simply cannot be reconciled.

Members of the church have put in a great deal of work on this project and have also made donations to the Hub in every expectation that we could come to a mutually beneficial arrangement. Many of them will be deeply disappointed that it has ultimately proved impracticable. So, although the church as an organisation cannot enter into a lease with the Hub, members of the congregation will continue to support you in seeking to provide a new social centre for Bishops Hull, wherever it is sited.

Yours sincerely,



Will Osmond - Churchwarden
On behalf of the PCC