

PCC Statement on the Church/Hub Scheme

The PCC is sorry to announce that the scheme to build a new community centre on the site of the old church hall has had to be abandoned. It will now be for the church to focus on its own refurbishment project and for the Hub Trustees to work with the Parish Council to find an alternative site for a new community centre.

The failure of the project is not due to any lack of goodwill on the part of either the PCC or the Hub Trustees but to a conflict of legal requirements, which makes it impossible to devise a lease agreement satisfactory to both parties. The core of the issue is that, without a grant from the local authorities, the Hub Trustees can no more afford to erect a new building than the church itself could; the Parish Council will not release the funds for a development that has any form of restriction on its use; and the church cannot legally offer a lease of its land with no restriction on how the land is used.

As a preliminary to drawing up a lease, the parties have to agree a document called Heads of Agreement. The PCC followed normal practice and drew up "ideal" terms with the expectation that negotiation would lead to compromises. The Parish Council's counter proposals were so unfavourable to the church that PCC members could not accept them. However the PCC were deeply reluctant to withdraw the offer of a lease on the land without a further attempt at an agreement. Not only have members of the church put a huge amount of time into this project, incurred legal costs and made financial contributions, but the PCC felt bound to do as much as possible to fulfil the wish of a majority of the congregation – expressed in a vote on the issue - that the site of the church hall should be made available for a community hall. The PCC therefore decided, in spite of the Parish Council's presenting its requirements as non-negotiable, to offer a revised Heads of Agreement. This went as far as possible towards meeting the Parish Council's proposals but could not, for reasons which were explained in a covering letter, remove the restrictive clause entirely.

The reason for this is that the Parish Church is a charity whose 'charitable object' (legal purpose) is 'promoting the Christian religion' and, as trustees of the charity the PCC have an obligation under Charity Commission guidance "to ensure that the charity does not breach any of the requirements set out in its governing document and that it remains true to the charitable purpose and objects set out there". The church regards sharing its facilities with the wider community as a practical expression of Christianity and therefore not contrary to the charitable purpose; however there could be groups whose activities would be directly contrary to that purpose and the PCC must, as trustees, retain the right to disallow such uses. This could only be done by including that right in the lease. In the unlikely event that the Hub trustees did have to reject a proposed use, they would be acting lawfully because acting under the terms of a lease which was in itself lawful.

The wording of the clause as originally given in the Heads of Agreement is standard to church leases. However it could be (and clearly was) interpreted as more restrictive than the PCC intended or as the church requires. So the PCC proposed a much simpler wording and one which was intentionally narrow: it would only forbid the use of the Hub if the proposed use *could be shown to conflict directly with the church's charitable object* i.e. it was a use that *actively* prevented or threatened to prevent the church from promoting the Christian religion. The PCC could not identify any such use other than by a group whose overt aim was suppression of all religious practice and, since that itself was presumed to be unlawful under Human Rights legislation, it appeared the restrictive clause would, in practice, impose no restrictions at all.

Furthermore, recognising that the religious sensibilities of a congregation can change over time, we offered a form of words which would prevent future PCCs from objecting to use by another religious group or for something that some sections of the Christian community regard as questionable, such as yoga classes. They would have to show that these activities were directly preventing the church from promoting Christianity – something the PCC believes they would be able to do.

The PCC hoped the Parish Council would recognise that *in practice* the restrictive clause would not prevent the Hub being “open to everyone and providing a focal point for activities for all age groups in the Community” and would feel able to accept it. However they have continued to require that the clause be removed altogether. The PCC cannot do this; moreover, the form of wording suggested was subject to approval by the church's legal adviser and, far from agreeing to the removal of the clause, the legal advice was that the revised wording was inadequate to protect the church's interests.

As there appears no way in which this conflict can be resolved to everyone's satisfaction – and certainly not within the timescale required by the Parish Council and the Hub Trustees in order to make use of the s.106 funds, there is no alternative but to abandon the scheme and so allow them to proceed on an alternative site.

Many members of the congregation will be deeply disappointed but, as individuals and as a church, we can continue to support the development of a community centre, wherever it is sited. We can also look at developing our land in a way that extends its benefit to the wider community, even if this is only in the form of much-needed parking spaces for local residents.

PCC

28.4.2019