

Tel: 01299 251022 Mobile: 07711 601576

E-Mail: john.hellens@stoneh.co.uk

For the Attention of

Tim Ingham
Chair, Hartlebury Parish Council
and Councillors

Ray Kirby
Chair, Hartlebury Parish Hall Trust
and Committee Members

Introduction

The proposal has been made that the Hartlebury Parish Hall and its carpark should be managed by one body. Further the proposal was made that the existing management team for the hall should take over responsibility for the surrounding land i.e. the carpark.

The Charity would then be responsible for the rectification of any faults know or unknown in the structure of the carpark. The Charity would take responsibility for the carpark in its current state absolving the Parish Council of any financial obligation relating to any repairs.

The Parish Council would release all interest in the carpark in exchange for removing all liabilities.

Project

To extend the demise of the Hartlebury Parish Hall from that currently shown on Land Registry Title WR102463 to the boundaries of Waresley Court Road to the east, Woodbury Close to the south and "The Field" to the west by alteration of the existing lease.

Participants

Hartlebury Parish Council

Hartlebury Parish Hall Charity

Terminology

PC – Hartlebury Parish Council

The Charity - registered as Hartlebury Parish Hall in 1962 (Charity Number 523155)

Hartlebury Parish Hall – defined as shown on the attached land registry document WR102463

The Lease – 24th January 2006 agreement for the hall to be leased by the Parish Council to the Charity for 99 years

Negotiating team – up to three members of the relevant committee mandated to negotiate on that committees behalf

Negotiator – person(s) appointed to facilitate the agreement and implementation of the transfer

The Process

The two negotiating teams will be invited to attend a joint meeting chaired by the negotiator. Both teams will be able to hear all that is said. Teams will take turns to present their views to the negotiator regarding the transfer and to ask questions. Within reason, each team will be given unlimited time to state their concerns and questions. These will be noted and clarified by the negotiator until all are satisfied the points have been made clear. The observing team will not be permitted to speak during the presentation by the other team.

The second negotiating team will then have their opportunity to state their concerns and questions in like manner.

At the end of the two sessions each team will have the opportunity to ask questions of clarification. The negotiator will then summarise each team's position.

If, at the end of the meeting agreement is reached the negotiator will prepare Heads of Agreement to present to the next meeting.

If agreement is not reached in the initial meeting a subsequent meeting will be arranged to take place as soon as possible and no later than three days' time.

Once Heads of Agreement have been signed it is anticipated that the two teams will work together through the processes defined to conclude the transfer.

Each team will supply the negotiator with a weekly update on progress.

The negotiator will call an extraordinary meeting of the two teams if there appears to be a need to do so at any time.

Negotiator - John Hellens BSc, MSc

Read Physics at Sussex University

20 year career as a national retail buyer for Boots and then Do-it-All

20 year career as Management Consultant with Morton Hodson Management Consultants then Director with Stonehouse Management Consultants

Wide range of projects and support for small and medium enterprises in the commercial, voluntary and public service sectors

Retired

