

## **Notes of Car Park Working Group Meeting - 26 November 2025**

Members: Kevin Arnott (Chair), Clare Atkinson, John Cosham.

Apologies: Mark Harris

In Attendance: Ray Kirby

1. The matter of the £550 + VAT additional legal expenses to provide the Hall's solicitors with proof of title was discussed and the group recommends that the Hall is asked to meet this cost.
2. Questions received from a parishioner were discussed and the group asks the Council to note the proposed responses below

- a. **Lease Dissolution and Replacement** What are the legal steps required to dissolve the existing lease and issue a new one, in accordance with current regulations applicable to parish councils and the Charities Commission?

*The Parish Council is the freeholder of the land which it is proposed to lease. Consequently, there is no lease to dissolve or amend.*

- b. **Resident Reimbursement in Case of Lease Inflexibility** If the lease cannot be amended or replaced, would the Hall reimburse residents — despite being a community-led organisation? This concern is particularly relevant in light of the legal proceedings the Hall initiated and subsequently withdrew in 2023.

*See response to 1 above*

- c. **Financial Implications of Land Transfer** What financial impact might arise from transferring the car park and adjacent land to the Hall? Given that the Parish Council is VAT exempt and the Hall is not, this could result in a 20% increase in costs.

*There are no VAT implications of the proposed lease to Hartlebury Parish Council. It is not appropriate for us to comment on the VAT position of Hartlebury Parish Hall*

- d. **Responsibility for Repairs and VAT Recovery** Currently, the Council oversees repairs and is able to recover VAT, unlike the Hall. What would be the justification for transferring these responsibilities to the Hall?

*One of the benefits to the Parish Council is that under the terms of the*

*proposed lease Hartlebury Parish Hall would be responsible for the maintenance of the car park for the duration of the lease and would be required, at the end of lease, to return it to the Parish Council in the same condition as it took it on.*

*This results in annual savings to the Parish Council*

- e. **Legal Costs if Lease Discussions Fail** If discussions to revise the lease do not succeed, will the Hall commit to covering any resulting legal expenses?

*No*

3. A Freedom of Information Request relating to the proposed Car Park Lease was discussed and suggested responses have been sent to the Clerk
4. The draft lease was received by members of the group on the day of this meeting hence they had not had sufficient time to consider it.

A further meeting has been arranged at 6pm on 18 December to consider the terms of the lease.

5. It was noted that there is no January meeting of the Council. The group will work with the Parish Hall, as necessary, and hopes to bring a proposal to the February meeting

KJA 27/11/2025