

Meeting between HPC AfLP working group and the AfLP Trustees – 31 October 2014

Attendees:

HPC: Ian Guy, James Perkins, Brian Swain

AfLP: Trevor Dean, Rodney Griffiths, Lyn Marchant (Secretary)

These notes from the meeting have been confirmed by Rodney Griffiths as a true and correct reflection of the discussions that took place at the meeting and accurately represent their position.

1. Consideration of how the AfLP trustees arrived at the proposed revised regulations and how they feel they will work

The Charity Commission would not entertain the inclusion of any objective to maintain the rural nature or indeed to specify that the charity had to supply land for allotments. It primarily fits within the charitable category of the relief of poverty. The regulations have actually existed for many years almost in the form that they have been presented now by the CC with the exception that the ability to sell or lease land has been included. These “standard” regulations have been applied to many other AfLP charities. The charity commission is not too worried about the immediate distribution of surplus to relieve poverty. They would be happy to wait a few years for things to settle and an income stream to develop. The meaning of poverty in Hughenden has not been defined but funds could for example be made available to provide specific educational needs that could not otherwise be afforded. Surplus could also possibly be spent outside the Hughenden Parish if no poverty issues could be identified within the Parish.

As an aside, despite a visit from the Charity Commission in 2004 reprimanding HPC for not keeping separate accounts for the charity, it seems that we are still not complying with the request nor are we distributing the surplus to the poor. In determining the surplus we should not be considering the cost of running the allotments, which fall on HPC not AfLP, in other words all rental income should be distributed to the poor.

2. Lease terms on the four allotment sites to be transferred to AfLP

Although the current draft lease shows ten years, AfLP are willing to consider any lease length we propose although they would be happy to agree now to our original request of 15 years with the £250 annual rental and £10 per year escalation for each lease. (For the understanding of HPC, the rental is based on what one could expect if the land was leased for agricultural purposes). We should bear in mind that the lease does not include a lease premium. AfLP would allow a long lease without the need for break clauses or a premium if that was what HPC wanted.

AfLP will accept our land transfer proposals without change even though there are some exclusions or changes to the land from the original and the transfer document has been drawn up very one-sided in HPC's favour.

It is essential that the transfers and leases are exchanged at the same time to relieve AfLP from the responsibility of insuring and managing the property. Preferred date is January 1st 2015 which is the start of the new financial year for the charity.

The lease expects HPC to pay the full legal costs incurred with Reynolds Parry Jones in lieu of a lease premium which has been set at zero. AfLP trustees have not accepted the cheque of over £2000 to cover transfer legal costs sent by HPC as full and final settlement as such terms were never discussed with or accepted by AfLP. The current total costs are in the order of £4,000 but may end up at about £5,000. Peter Wetherman should double check the current situation with RPJ.

3. Confirmation of AfLP position on previous compensation claims.

AfLP will not be pursuing the original claim for compensation for the Brimmers Hill land sale and will not incur any legal costs in the future on trying to identify any wrong doing. However AfLP reserves the right to pursue the claim should legal evidence ever come to light that HPC had illegally benefited from the sale of the land. AfLP would be willing to indemnify HPC from this action if HPC would transfer two pieces of land that had been purchased with the proceeds of the Brimmers Hill sale.

AfLP will not be claiming for lost income. It was expected that as HPC had not directly distributed any money to the poor since the 2004 instruction from the Charity Commission that there would be some surplus to pass on to AfLP. HPC may wish however to consider a donation to AfLP as a gesture of good will.

The land transfers of the four allotment sites has been accepted and no claim will be made for any changes in boundaries or location that may have been made in the interim.

4. Lease terms on the "Playground" land

Although being for 125 years there is an annual break clause but there is no premium. HPC were not happy with the proposal as an annual break clause in effect meant this was only an annual lease. AfLP suggested that HPC should come back with a counter proposal which they would be willing to consider including for example a premium in exchange for a much longer break clause.

5. AfLP Intentions for old allotments site in Common Road.

The site at present has very little development potential in view of the immense local opposition that would undoubtedly ensue. AfLP do see the site as having high potential as pony paddocks (please note recreation is a permitted use of green belt land) and as such is likely to be worth about £40,000. AfLP have a duty to maximise income from it's assets and are considering selling the site as pony paddocks. They appreciate that if ownership of the site falls into other hands neither they or HPC will have any control of what might happen to it in the future - to safeguard this for the benefit of the community AfLP have offered the site to HPC for either £40,000 or other land of equal value. If a land swap did occur the AfLP would want to lease the land thus aquired back to HPC under the same terms as agreed for other allotment sites.