

KING GEORGE MEMORIAL HALL

2655 Stratford Road, Hockley Heath, Solihull, B94 5NH

Chairs report 2022

Thank you for attending this meeting.

The King George Memorial Hall is a registered Charity, it was kindly donated in 1952 by Mr Higgs, who resided in Nuthurst, to residents living within a 2 mile radius of the Hall. At the time of the donation, it was ordered that the Hall was to be registered with the Charity Commission. It is run by a group of Trustees who use the Hall, along with some co-opted Trustees who have skills and knowledge to offer the Charity.

We have retained this part of the Hall for use under the Charity covenant and then part of the building is currently leased out to Hockley Heath Social Club.

2022- Has been a challenging year with the Social Club. Whilst we renewed the lease in 2021, this was on the understanding that they completed the required repairs due under the previous lease and those that were outstanding from 2015. The Social Club's solicitor, on lease renewal, had stated all the repairs had been completed but a surveyor's report showed many were still outstanding. The lease was granted with the understanding that repairs would be completed within 6 months. Unfortunately, this was not done and a section 146 notice was served for the Social Club to complete all repairs within 3 months. Again, the repairs were not completed nor did the Social Club reply to requests for the maintenance documents for the fire/electric and gas, which are required to ensure the insurance is valid. We offered the Social Club another 56 days to complete the repairs and also offered to meet with our surveyor and ourselves to see how this could be moved forward. This offer was ignored and on the 13th July 2022, after Solicitors advice, we were left with no choice but to forfeit the lease.

After 2 weeks the Social Club applied for relief of forfeiture via the courts, we allowed the Social Club to re- enter the building but did not return their lease, until the case was heard by the courts.

Obviously, a court case is costly, taking money away from both sides which should have been reinvested into the building, but as the Trustees have a legal duty to ensure that the building is maintained for future generations, they had to defend the case.

In December 2022 a hearing was held in front of a Judge who ordered that the surveyors from both sides returned to the building to produce a report on the condition of the building. I will expand on this and what proceeded in my footnote.

Hall – The Hall continued to recover well from covid, bookings have continued to grow, and new groups have come to the Hall. We have had many compliments on the Hall and bookings for 2023 are extremely healthy, we hope to see this continue.

We were delighted to hold the children's Xmas party again and a donation of £500 towards the costs was gratefully received from the Baptist Centre. We had over 100 people from the village attend and they all seemed to have had a great time. The Xmas bazaar also went ahead with Shirley Brass Band playing great tunes for those attending. This event was also enjoyed by many. Also in 2022 we had the late Queens Platinum Jubilee and a lovely event with lovely weather was enjoyed by all and a big thank you to all those that organised the event and to the Trustees that came along to help on the day.

Trustees – It was discussed and agreed at a recent meeting that now the Hall has lost some of the original user groups, as listed on the covenant, we would increase our co-opted members to 6. These new positions are to be made up of people which one of the following apply to; live within a 2-mile radius of the Hall, work in the village or have a close tie to the village.

I would like to thank all the trustees and the hall manager for their continued support, and the residents of Hockley Heath who continue to use the Hall.

Footnote – AGM 2022 held in October 2023

Whilst it is unusual to discuss the events for 2023, I feel that it is important to update the Charity and those it was left to, on the recent court proceedings with our tenants, Hockley Heath Social Club.

Normally our AGM would take place earlier in the year but due to not being able to reach a quorum and the impending court case, the Trustees voted to hold the AGM after the hearing so we could update everyone as to the outcome of the case.

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In 2021 we renewed the lease for the Social Club on the understanding they completed the outstanding works on the building within 6 months. Unfortunately, this was not done and in February 2022 a notice was served to complete the works within 3 months. At the end of this extra given period, the works had not been completed nor did the Social Club, on request, supply documents required to validate the buildings insurance. At the end of the 3 months we sent an offer to meet and discuss the works still required plus an extra 56 days to do the repairs and supply the documents. This offer was ignored, and on the Solicitors advice we entered the building to forfeit the lease in July 2022.

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The Social Club believed that the forfeiture was illegal and applied to the courts for relief of forfeiture. As we were told the case could take up to 12 months to be heard, we allowed the Social Club back in to trade. In September 2022 we also offered to reinstate the lease on the understanding the repairs would be completed as per the lease, they refused this offer and continued with legal the proceedings, which unfortunately, have been extremely costly to both sides.

In December 2022 a judge directed both sides to go away and provide evidence as to the state of repair to the building.

From this time up to the court hearing on the 21st September 2023, to save both sides time and costs, we tried to resolve the matter by offering, on several occasions, a drop hands agreement, ie both sides would pay their own fees, the Social Club would get the lease back and they would do the required repairs. They either ignored our offers or came back with an offer that they were only willing to stop the court case if we paid a substantial amount of money to the Social Club, to cover some of their costs. As the Social Club instigated the legal proceedings which would have been avoided if they have done the required repairs, this was not an offer the Trustees could accept.

I attended the court hearing with Trustee Ms. Rooke, whilst the Social Clubs representative was Sarah Goode (Cllr Sarah Quinton). The legal team for the Social Club agreed at the courts, that the building was and still is in a state of disrepair and effectively conceded the first part of the case which they had brought against the Trustees. This means the Social Club have now agreed to complete the required works as set out in a court order made on the 21st September. This still left the forfeiture issue which would not be heard for another 6-9 months.

Our costs, which were payable by the Social Club after they conceded the first part of the case against us, were deferred until the second part of the case could be heard. After the proceedings, a discussion took place between the legal teams and an agreement was reached that the second part of the case against the Trustees would not be pursued and that the Social Club would not recover any of their costs. The Social Club also agreed not to pursue the

claim they had put forward that the Trustees had taken photos of personal information of members/staff of the Social Club. In fact we had only taken photos of the required certificates to ensure the buildings insurance was valid. (A legal declaration confirming this has been made).

Part of the agreement with the Social Club means the Trustees will not recover any costs from the first part of the case and will also reinstate the lease. We are hoping that as we are not requesting the costs that the Social Club will use the money towards the repair of the building.

The Social Club and the Trustees of the Charity have together spent over £130k on legal fees. It has, we feel, been totally wasted. If the Social Club had completed the repairs, as required in the lease, this money could have been spent on the building.

I would like to take this opportunity to thank all the Trustees for their ongoing support, Ian Sheppard from Sydney Mitchell Solicitors and Jon Powell from Allcott Commercial Surveyors, for their professional support and advice.

The whole building was left to the village, and the Trustees have a duty to ensure the building is kept in a good state of repair. We are extremely pleased that we have succeeded in defending the case the Social Club brought against us, as this will ensure that the building is repaired and maintained for future generations. ✱

Signed M Davies – Chair to the Trustees. 15-10-2023



✱ We are aware of the statement the SC have issued today, which may contradict the above statement, but for the avoidance of doubt I will now read out the court judgement.

General Form of Judgment or Order

In the County Court at
Birmingham

Claim Number J01BM515

Date 27 September 2023



HOCKLEY HEATH SOCIAL CLUB LIMITED	1 st Claimant Ref ARE/ARE/THE365/4
THE OFFICIAL CUSTODIAN OF CHARITIES ACTING BY MELANIE STEPHENS,	1 st Defendant Ref IJS/858464

Before Recorder Evans sitting at the County Court at Birmingham, Civil Justice Centre, The Priory Courts, 33 Bull Street, Birmingham, B4 6DS on 27 September 2023.

UPON the Trial of the Preliminary Issue (as defined by the Order of DJ Shorthose dated 9th December 2023).

AND UPON hearing Counsel for the Claimant, David Mitchell, and Counsel for the Defendants, Gavin McLeod.

AND UPON the parties agreeing that if the lease dated 21st October 2021 ("the Lease") subsists or is restored, it will be necessary for the tenant to undertake the works at least to the extent detailed and agreed by the parties' Surveyors within the Joint Schedule, dated 2nd March 2023.

AND UPON the parties Surveyors meeting on 4th September 2023 and agreeing:-

(i) On the ground the extent of the works necessary to remedy item 8.04 (and the extent of the works will be set out in the Schedule of Works provided for below); and

(ii) That further repair (in relation to deterioration in condition that has occurred since the Joint Schedule) was necessary and that such works will also be identified in the Schedule of Works.

AND UPON the parties agreeing that it is reasonable for the works (insofar as they have not already been undertaken) to be undertaken by the Claimant:-

(i) Items 1.03, 1.12, 1.14, 2.01, 2.04, 2.07, 2.08, 2.10, 3.10, 3.12, 4.01, 4.04, 4.08, 4.09, 4.11, 4.13, 5.01, 5.02, 5.03, 5.04, 5.07, 6.11, 6.12, 8.01-03 within three months; and

(ii) Items 1.04, 1.07, 1.10, 3.06, 3.07, 3.08, 3.09, 3.11, 4.06, 4.07, 4.10, 4.12, 6.03 – 6.09, 7.01 – 7.04, 8.04, 3.05, 5.06 within six months.

AND UPON the Defendants indicating (as they have previously done in Open Offers) that they will not oppose the Claimant's Application for Relief from Forfeiture (albeit that they will want to be heard as to the terms upon which it should be granted).

IT IS DECLARED THAT

1. There was such disrepair etc under the covenants in the Lease as would have entitled the Defendant to have both:-
 - (a) Served a s. 146 Notice on 3rd February 2022; and
 - (b) Assuming such Notice had been valid, to have forfeited the Lease on or around 14th July 2022.

IT IS ORDERED THAT

2. The Claimant's Surveyor shall serve on the Defendants' Surveyor a Schedule of Works, including timings, by 5th October 2023 (to be prepared in accordance with the understanding established at the site meeting on 4th September 2023).

3. Thereafter, the parties' Surveyors shall confer and identify the issues between them and to reach agreement if possible. The experts shall then prepare for the parties a statement of the issues on which they agree/disagree with a summary of their reasons, and that statement shall be sent to the parties by 4.00pm on 3rd November 2023.

4. Each party shall serve on every other party the witness statements of all witnesses of fact to be relied upon by that party. There shall be simultaneous exchange of such statements by 4pm on 17th November 2023.

5. The matter be listed for a Trial on the first available date after 4th December 2023, with a time estimate of 1 day.

6. The parties must agree and the Claimant must lodge at court by post or DX only at least 7 days before the trial a trial bundle(s) containing:

- (a) a succinct case summary;
- (b) a chronology;
- (c) a statement of issues to be determined by the Judge;
- (d) a trial template (subject to the approval of the trial Judge); and
- (e) a statement of what the Judge should read in advance of the trial;
- (f) each page copied in such a way that the content is easily readable.

7. Skeleton arguments must be filed not less than two clear working days before the trial / reading day.

8. The Costs of the Preliminary issue as reserved to the Trial Judge.



CHARITY COMMISSION
FOR ENGLAND AND WALES

King George Memorial Hall VI

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Receipts and payments accounts

For the period from	Period start date	To	Period end date
	01/01/2022		31/12/2022

Section A Receipts and payments

	Unrestricted funds to the nearest £	Restricted funds to the nearest £	Endowment funds to the nearest £	Total funds to the nearest £	Last year to the nearest £
A1 Receipts					
Rent Received	16,125.00	-	-	16,125	15,938
Hire of Hall	16,679.00	-	-	16,679	9,594
Activities for Generating Funds	8,890.77	-	-	8,891	1,738
Other Receipts	6,070.38	-	-	6,070	4,985
Government Covid Grants	-	-	-	-	18,669
	-	-	-	-	-
	-	-	-	-	-
Sub total (Gross income for AR)	47,765	-	-	47,765	50,923
A2 Asset and investment sales, (see table).					
	-	-	-	-	-
	-	-	-	-	-
Sub total	-	-	-	-	-
Total receipts	47,765.15	-	-	47,765	50,923
A3 Payments					
Wages	18,440.00	-	-	18,440	17,940.00
Heating / Rates / Phone	6,613.55	-	-	6,614	3,718.34
Insurance	1,410.20	-	-	1,410	1,490.39
Repairs / Maintenance / Cleaning	2,905.75	-	-	2,906	1,799.96
Professional Fees	14,633.00	-	-	14,633	6,162.99
Sundry Expenses	770.97	-	-	771	1,380.50
Cost of Fundraising Activities	7,154.17	-	-	7,154	2,653.94
Refund of Deposits	185.00	-	-	185	170.00
	-	-	-	-	-
Sub total	52,112.64	-	-	52,113	35,316
A4 Asset and investment purchases, (see table)					
Transfer to Savings Account	8,000	-	-	8,000	30,000
	8,000	-	-	8,000	30,000
Sub total	8,000	-	-	8,000	30,000
Total payments	60,112.64	-	-	60,113	65,316
Net of receipts/(payments)	- 12,347.49	-	-	- 12,347	- 14,393
A5 Transfers between funds					
	17,898.05	-	-	17,898	28,242
A6 Cash funds last year end					
Cash funds this year end	5,550.56	-	-	5,551	13,849

08/06/2023

Section B Statement of assets and liabilities at the end of the period

Categories	Details	Unrestricted funds to nearest £	Restricted funds to nearest £	Endowment funds to nearest £
B1 Cash funds	Bank as at 31/12/2022 Sheet Number 606 (See Bank Rec Tab Below)	5,552.46	-	-
			-	-
		-	-	-
	Total cash funds	5,552.46	-	-
(agree balances with receipts and payments account(s))		Agreement Error	OK	OK

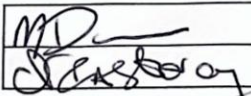
Categories	Details	Unrestricted funds to nearest £	Restricted funds to nearest £	Endowment funds to nearest £
B2 Other monetary assets	Float as at 31/12/2022	300	-	-
	Savings Accounts as at December 22 Sheet No.30	44,119	-	-
	Deposit Rent account as at December 22 Sheet No. 23	4,039	-	-
		-	-	-
		-	-	-
		-	-	-

Categories	Details	Fund to which asset belongs	Cost (optional)	Current value (optional)
B3 Investment assets			-	-
			-	-
			-	-
			-	-
			-	-

Categories	Details	Fund to which asset belongs	Cost (optional)	Current value (optional)
B4 Assets retained for the charity's own use			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-

Categories	Details	Fund to which liability relates	Amount due (optional)	When due (optional)
B5 Liabilities			-	
			-	
			-	
			-	
			-	

Signed by one or two trustees on behalf of all the trustees

Signature	Print Name	Date of approval
	MELANI DAVES NOVA STOREY	15/10/23 15.10.23



Section A Independent Examiner's Report

Report to the trustees/ members of

On accounts for the year ended Charity no (if any)

Set out on pages (remember to include the page numbers of additional sheets)

I report to the trustees on my examination of the accounts of the above charity ("the Trust") for the year ended DD / MM / YYYY.

Responsibilities and basis of report As the charity trustees of the Trust, you are responsible for the preparation of the accounts in accordance with the requirements of the Charities Act 2011 ("the Act").

Independent examiner's statement I report in respect of my examination of the Trust's accounts carried out under section 145 of the 2011 Act and in carrying out my examination, I have followed the applicable Directions given by the Charity Commission under section 145(5)(b) of the Act.

I have completed my examination. I confirm that no material matters have come to my attention (other than that disclosed below *) in connection with the examination which gives me cause to believe that in, any material respect:
• accounting records were not kept in accordance with section 130 of the Act or
• the accounts do not accord with the accounting records

I have no concerns and have come across no other matters in connection with the examination to which attention should be drawn in order to enable a proper understanding of the accounts to be reached.
* Please delete the words in the brackets if they do not apply.

Signed: Date:

Name:

Relevant professional qualification(s) or body (if any):

Address:

Only complete if the examiner needs to highlight matters of concern (see CC32, Independent examination of charity accounts: directions and guidance for examiners).

Give here brief details of any items that the examiner wishes to disclose.

n/a.