# COVEN MEMORIAL HALL



**Coven Memorial Hall**

**64-68 Brewood Road**

**Coven**

**WV9 5DL**

**29th January 2026**

**Dear Dr Ahmed and colleagues,**

**Thank you for your recent correspondence and for continuing to engage with us regarding the future provision of GP services in Coven. The Trustees fully recognise the importance of accessible healthcare for local residents and remain committed to exploring solutions that are both lawful and sustainable.**

**Over recent months we have carefully considered the two proposals you have put forward:**

1. **Siting a temporary structure (portacabin) on hall grounds; and**
2. **Refurbishing the existing rooms within the Hall to meet current clinical standards.**

**We have now taken legal advice and reviewed our obligations under charity law, our governing document. We felt it important to share this position clearly so that all parties can move forward with a shared understanding.**

**1. Use of Charity Funds and Assets**

**As a registered charity, Coven Memorial Hall must ensure that all assets — including land, buildings, and funds — are used solely to further our charitable purposes. These relate specifically to the provision and maintenance of a village hall for community use.**

**Our legal advice confirms that:**

- **The charity cannot fund refurbishment works to bring the existing rooms up to ICB or CQC clinical standards.**
- **The charity cannot subsidise commercial or quasi-commercial activity, including GP services, through reduced rent, free use of land, or absorbing costs such as utilities, groundworks, or business rates.**

**For these reasons, the proposal that the charity pays for refurbishment works is not something we are legally able to agree to.**

**2. Current Occupation and Future Arrangements**

**Our solicitor has advised that the long-standing arrangement between the Hall and the Practice constitutes a periodic business tenancy protected under the Landlord & Tenant Act 1954. While the rooms have not been used since May 2024, the Practice retains exclusive possession unless and until the tenancy is surrendered or terminated in accordance with the Act.**

**Looking ahead, the Trustees wish to be clear that our preferred option is the refurbishment of the existing rooms, carried out and funded by the Practice, and supported by a properly documented lease. We believe this option:**

- **avoids the need for charity funds to be used for non-charitable expenditure,**
- **preserves the Hall's normal operations and outdoor space,**
- **maintains continuity of location for patients, and**
- **provides the Practice with the security of tenure needed to justify investment.**

**Any such lease must be on fair market terms, ensure no undue private benefit, and comply with the statutory process for the disposal of charity land. We are open to exploring this route and believe it offers the most practical and mutually beneficial way forward.**

**We are, of course, willing to discuss the surrender of the existing tenancy if this is the Practice's intention.**

**3. Temporary Structure Proposal**

**We understand the temporary structure proposal remains an alternative option. However, after taking legal and practical advice, the Trustees consider this to be a less favourable option.**

**A temporary building would require careful consideration of:**

- **its location,**
- **the impact on parking and hall operations,**
- **planning requirements,**
- **utility connections, and**
- **the full cost implications for the Practice.**

**We are willing to continue discussing this option if the Practice wishes, but our strong preference is to work together on refurbishing the existing rooms under a formal lease arrangement. The Trustees have discussed potential positioning of a temporary structure and would be unable to support positioning on the car park or at the front of the Hall as this would have potential to have an adverse effect on the normal operation of the charity.**

**Either of the above options (refurbishment of existing rooms or a temporary structure) would be offered under a lease of not more than 7 years due to regulations – the Charities (Dispositions of land: Designated Advisors and Reports) Regulations 2023.**

**4. Working Together Constructively**

**We want to emphasise that the Trustees are not opposed to GP services returning to Coven. Our responsibility is to ensure that any arrangement is lawful, financially sound, and compatible with the Hall's charitable purposes.**

**To support progress, we would welcome a round-table discussion or negotiation to assist in resolving these issues.**

**Our aim is to reach a solution that benefits residents while ensuring full compliance with charity law and protecting the long-term interests of the Hall.**

**5. Next Steps**

**To move forward, it would be helpful if the Practice could confirm:**

1. **Whether you would like to explore a new formal lease for either:**
    - **the existing rooms (our preferred option), or**
    - **land for a temporary structure.**
2. **Whether you wish to surrender the existing tenancy, or**
3. **Arrange a discussion.**

**Once we have this clarity, we can begin the necessary procedural steps.**

**Thank you again for your engagement and for the service you provide to the community. We look forward to continuing discussions in a constructive and transparent way.**

**Yours sincerely,**

**The Trustees of Coven Memorial Hall**