

Under the lease the company was required to provide the Council each year with either independently examined or professionally audited accounts so that Hall monies could be reconciled, it is of particular concern therefore that the company last provided accounts on 31<sup>st</sup> March 2012. The Council's Internal Audit Team have been informed of this and are likely to investigate the matter further.

It is likely that some or all of the following provisions of the lease have been breached: -

- |                |                                                    |
|----------------|----------------------------------------------------|
| o Clause 3.3   | Promotion of hall and use of it for public benefit |
| o Clause 3.4.1 | Bar operating outside permitted hours              |
| o Clause 3.5   | Prevention of access to the Council for the        |
| o              | purpose of evaluating and monitoring the hall's    |
|                | use                                                |
| o Clause 3.6   | Repairs and redecoration                           |
| o Clause 3.11  | Licencing                                          |
| o Clause 3.12  | Community benefit                                  |
| o Clause 3.20  | Insurance against public liability claims          |
| o Clause 3.29  | Provision of Accounts                              |

I stated at the meeting that it was the Enfield Homes and the Council's preference to take back the hall and work with a re-constituted resident group to put the facility back on a firm footing and retain the positive services that are running, i once again offer you that opportunity to work with us.

However, should the Committee decide to resist this, Enfield Homes will hold members' liable for continuing the unauthorised occupation of this building.

I am available to discuss this matter further.

Yours sincerely,

Simon James  
Head of Business Development & Community Support