

Sealed 18th October 1994

N156(S)

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County - Leicestershire
Place - North Luffenham
Charities - 1. St. Mary and St. John
Church of England
Primary School
2. Proceeds of the sale
of the Village Hall
3. Community Wing
Appeal Fund

Legal(Liv)
522,344 A/3

Scheme

CHARITY COMMISSION

In the matter of the following Charities, at North Luffenham, in the County of Leicestershire:-

1. The Charity known as St. Mary and St. John Church of England Primary School, founded by trust deed dated the 25th March 1968;
2. The Charity comprising the clear proceeds of sale of the Village Hall, regulated by a Scheme of the Charity Commissioners of the 15th February 1983;
3. The Charity known as the Community Wing Appeal Fund; and

In the matter of the Charities Act 1960.

THE CHARITY COMMISSIONERS FOR ENGLAND AND WALES HEREBY ORDER that the following Scheme be approved and established:-

S C H E M E

1. Administration of Charities. (1) The above-mentioned Charities and the property thereof shall be administered and managed subject to and in conformity with their subsisting trusts as affected by the provisions of this Scheme.

(2) The Charity numbered 1 above shall continue to be administered and managed by the Managing Trustees thereof and the Charities numbered 2 and 3 above shall be administered and managed by the Trustee hereinafter appointed.

THE CHARITY NUMBERED 1 ABOVE

2. Community building. (1) The Managing Trustees of the said Charity numbered 1 may forthwith grant a lease of 1,340 square feet of land belonging to that Charity forming part of the school premises of St. Mary and St. John Church of England School, North Luffenham, being contiguous to the school buildings thereof, to the Leicestershire County Council as local education authority for a term of 99 years at the initial yearly rent of £100 which lease shall contain -

- (a) a condition that the lessee shall within a period of 2 years from the date of the lease at its own expense expend a sum to be agreed between the lessor and lessee in erecting a building for community use as herein provided (hereinafter called the community building) on the demised land in accordance with plans and specifications previously approved by the lessors, such approval not to be unreasonably withheld;
- (b) all usual provisions including a provision for the repair and maintenance of the said building by the lessee;
- (c) a provision for insurance of the said building in an amount of not less than the sum expended in erecting the said building together with the anticipated costs of demolition and professional fees or in such higher amount as may from time to time be agreed between the lessors and the lessee or, in default of agreement, be settled by arbitration;
- (d) the usual provisions for review of the said rent at the end of every fifth year from the date of the lease, upwards only in line with the increase in the Retail Price Index during the respective review periods;
- (e) a covenant by the lessee that the demised premises shall not be assigned and shall be used only for the purpose of providing facilities in the interests of social welfare for recreation and leisure time occupation with the object of improving conditions of life for the inhabitants of the Parish of North Luffenham;
- (f) a condition that the lessee may at any time terminate the lease upon three months' notice to the lessors;
- (g) a condition that in the event of the contiguous school premises retained by the lessors no longer being required for the purposes of a Church of England school within the terms specified in the

said lease shall terminate (if not previously terminated by the lessee) and the lessors shall use their best endeavours to sell the entirety of the original school site and out of the proceeds of any sale thereof shall pay to the lessee such compensation (if any) as may be determined in accordance with the provisions of the Schedule hereto and the lessors shall make any such payment even if the lease has been previously terminated by the lessee.

- (h) a proviso for re-entry by the lessor upon breach of covenant by the lessee;
- (i) a provision that the lessee shall pay the costs of the lessor in connection with the lease.

3. Benefit of the said Charity numbered 1. The Managing Trustees of the said Charity numbered 1 shall apply the rent reserved under the lease for the benefit of that Charity.

CHARITIES NUMBERED 2 AND 3 ABOVE

4. Trustee. The Parish Council of North Luffenham shall be the Trustee of the said Charities numbered 2 and 3.

5. Expenditure of permanent endowment. The Trustee may expend the sum of £4,500, being 75 per cent. of the permanent endowment of the said Charity numbered 2 as part of that Charity's contribution to the erection of the community building as hereinafter provided subject to the following conditions -

- (a) the Trustee shall inform the Charity Commissioners immediately the said sum is expended and shall recoup this to capital out of the income of that Charity in manner following;
- (b) the Trustee shall set aside promptly for the credit of a separate account in trust for that Charity for investment the remaining 25 per cent. of the permanent endowment of that Charity and shall permit the dividends accruing on the said separate account to be invested thereon by way of accumulation for 30 years.

6. Contribution to community building. The Trustee of the said Charities numbered 2 and 3 may pay the said sum of £4,500, together with the remaining property of the said Charity numbered 2, not being permanent endowment, and the property of the said Charity numbered 3 to the said county council as local education authority for application by the said county council towards the cost of erecting the community building on the land of the said Charity numbered 1 for use as aforesaid subject to the following conditions -

- (a) that in the event of the said county council receiving any compensation monies under the terms of the said lease then provided that compensation has not been received by the said Charities numbered 2 and 3 under the provisions of clause 6(b) hereof there shall be returned from such monies to each of the said Charities numbered 2 and 3 such proportion thereof as the original contribution of the Charity concerned bore to the cost of erecting the community building to include design fees and material costs of fixtures.
- (b) that in the event of the said county council terminating the said lease or otherwise ceasing to permit the community building to be used for the purpose aforesaid it shall return to each of the said Charities numbered 2 and 3 an one-twentieth share of the respective contributions of those Charities for every full year of use for such purpose to which the inhabitants of the said Parish would otherwise (apart from any termination of the lease by the lessor) have been entitled, up to a maximum of 20 years.

GENERAL PROVISIONS

7. Further Schemes. Upon funds becoming available under the provisions of this Scheme for the said Charities numbered 2 and 3, the Commissioners may establish upon the application upon which the Order establishing this Scheme is made any further Scheme or Schemes for the regulation of either or both of the said Charities numbered 2 and 3.

8. Questions under Scheme. Any question as to the construction of this Scheme or as to the regularity or the validity of any acts done or about to be done under this Scheme shall be determined by the Commissioners upon such application made to them for the purpose as they think sufficient.

SCHEDULE

1. (a) If the school site has been sold within 20 years of the commencement of the said lease for purposes which include an alternative use (with or without conversion) for the community building then compensation shall be paid to the lessee to the extent certified by an independent surveyor appointed upon the joint nomination of the parties to the lease as being the proportion of the net sale proceeds of the said site attributable to the presence on the said site of the community building, exclusive of the land upon which it stands.

(b) If the parties to the lease are unable to agree upon the joint nomination of a surveyor as provided for above, then such nomination shall be made by the President of the Royal Institution of Chartered Surveyors or his duly appointed deputy.

2. In any other case, no compensation shall be payable.

Sealed by Order of the Commissioners this 18th day of October 1994.

L.S.