Dated 3 February **2020**

(1) South Holland District Council

and

(2) The Official Custodian for Charities on behalf of the Trustees of the Weston Consolidated Charity

and

(3) The Trustees of the Weston Consolidated Charity

PLANNING OBLIGATION BY DEED
Section 106 of the Town and Country Planning Act 1990

Relating to land on the north west side of High Road, Weston, Spalding

South Holland District Council
Council Offices
Priory Road
Spalding
PE11 2XE

SHDC Reference: LD/H22-0733-19

"Act"

Date 3 February 2021

BETWEEN

(1) **SOUTH HOLLAND DISTRICT COUNCIL** of Council Offices, Priory Road, Spalding, PE11 2XE ("the Council"); and

(2) **THE OFFICIAL CUSTODIAN FOR CHARITIES** on behalf of the Trustees of the Weston Consolidated Charity care of 23 New Road, Spalding, PE11 1DH ("the Owners"); and

(3) **THE TRUSTEES OF THE WESTON CONSOLIDATED CHARITY** (Charity no. 231314) of 50 Bell Lane, Moulton, Spalding, PE12 6PH ("the Trust")

INTRODUCTION

(A) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Land is situated.

(B) The Owners are the freehold owner of the Land which is registered under Title Number LL238335.

(C) The Trust have via their agent applied to the Council for outline planning permission for the Land under reference H22-0733-19 for residential development for up to 4 Dwellings.

(D) The Council resolved on 17 October 2019 to grant Planning Permission for the Development in accordance with the Application subject to the parties entering this Deed without which Planning Permission for this Development would be refused.

(E) The parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

(F) The parties agree that the planning obligations contained in this Deed are necessary to comply with the requirements of regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"Act"	means the Town and Country Planning Act 1990 as amended
"Almshouses"	means the two (2) Dwellings which are to be used to provide accommodation for those in need within the defined beneficiary group as stated in the Objects of the Trust in its Governing Document and a copy of which is attached hereto as Annex A.
"Application"	means the application for Planning Permission for the Development and allocated reference number H22-0733-19
"Commencement of Development"	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of: • access, • site clearance, • demolition work, • archaeological investigations, • investigations for the purpose of assessing ground conditions, • remedial work in respect of any contamination or other adverse conditions, • the laying or diversion of services, • the erection of hoardings or other temporary means of enclosure, and • the temporary display of site notices or advertisements

"Commencement Notice"	means written notice to the Council of the intended date of Commencement of Development
"Development"	means the residential development of the Land for 4 Dwellings, pursuant to the Planning Permission
"Dwelling"	means any unit of residential accommodation constructed pursuant to the Planning Permission
"Eligibility Criteria"	means any individual(s) and/or association of individuals (as the case may be) who meet the requirement set out in the Trust's Governing Document
"Land"	means the land as described in Schedule 1 against which this Deed may be enforced as shown edged red on the Plan
"Market Dwelling"	means the two (2) dwellings forming part of the Development which are general market housing for sale or rent on the open market
"Occupation" and "Occupied"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.
"Plan"	means the plan attached to this Deed labelled as drawing number 3449-18 01B being the location plan submitted with the Application
"Planning Permission"	means the planning permission granted by the Council which is subject to this Deed and attached in draft hereto at Schedule 2

"Practical Completion"	means the completion of a Dwelling to a standard which is wind and watertight and fit for its intended use in terms of heating, plumbing, electrics and sanitation and "Practically Complete" shall be construed accordingly and a completion certificate issued pursuant to the then current Building Regulations shall be conclusive evidence that a Dwelling is practically complete.
"Working Days"	means any day other than a Saturday Sunday or public or bank holiday in England

2. CONSTRUCTION OF THIS DEED

2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.

2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably

2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that act or deriving validity from it.

2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party to the Land or any part thereof and in the case of the Council, successors to its functions.

3. LEGAL BASIS

3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and Section 93 of the Local Government Act 2003 and all other enabling powers with the intent that the covenants and obligations shall run with the Land.

3.2 The covenants, restrictions and obligations imposed upon the Owners under this Deed are planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owners.

4. CONDITIONALITY

4.1 This Deed and the obligations contained herein are conditional upon:

(a) the grant of Planning Permission and;

(b) the Commencement of Development

SAVE FOR the provisions of Clauses 8.2, 8.4 and 10 (legal costs, local land charge and change of ownership clauses) and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

5. THE TRUSTS COVENANTS

5.1 The Trust covenants with the Council as set out herein

6. THE COUNCIL'S COVENANTS

6.1 The Council covenants to comply with its obligations as set out herein.

7. NOTICES AND RECORD KEEPING

7.1 Any notices required to be served pursuant to this Deed shall be deemed to have been properly served if delivered by hand or sent by recorded or special delivery to the principal address or registered office (as appropriate) of the relevant party or other such other address as may be notified by one party to other from time to time.

7.2 The Trust shall serve the Commencement Notice upon the Council at least 20 Working Days prior to the Commencement of the Development.

8. MISCELLANEOUS

8.1 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, powers and duties of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of the functions as a local authority.

8.2 On completion of this Deed, the Trust shall pay to the Council their reasonable legal costs that have been incurred in the negotiation and completion of this Deed

8.3 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

8.4 This Deed shall be registerable as a local land charge by the Council.

8.5 Where the agreement, approval, consent or expression of satisfaction is required by the Trust from the Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.

8.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

8.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Trust) modified by any statutory procedure or expires prior to the Commencement of Development.

8.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after they shall have irrevocably parted with their entire interest in the Land or part of the Land but without prejudice to liability for any subsisting breach arising in relation to that part prior to parting with such interest.

8.9 This Deed shall not be enforceable against:

8.9.1 any party solely as a result of such party possessing an interest in the Land relating to subsoil of land which has been adopted by the Council or any other relevant public body as maintainable at public expense;

8.9.2 statutory undertakers acquiring an interest in the Land for the purposes of their undertaking;

8.9.3 any individual purchaser occupier or tenant of a Market Dwelling;

8.9.4 any mortgagee or chargee exercising their charge

8.10 Representatives of the Council may enter upon the Land at any reasonable time upon reasonable prior written notice to ascertain whether the terms of this Deed are being or have been complied with.

8.11 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

9. WAIVER

9.1 No waiver (whether expressed or implied) by the Council or the Trust of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the Trust from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10. CHANGE OF OWNERSHIP

10.1 The Owners agrees with the Council to give the Council immediate written notice of any change in the ownership of any of its interest in the Land occurring before all the obligations under this Deed have been discharged such notice to give details of the transferees name and address together with details of the part of the Land disposed of.

11. DISPUTE RESOLUTION

11.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed by agreement between the parties or in the absence of agreement as to the identity of the person by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute.

11.2 In the absence of agreement as to the appropriateness of the professional body then such question may be referred by any party to the president for the

time being of the Royal Institution of Chartered Surveyors for him to determine the appropriate professional body.

11.3 Any person appointed pursuant to this clause shall act as an expert and his decision shall be final and binding on the parties in the absence of manifest error or fraud.

11.4 The expert's costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

11.5 Any expert shall be appointed subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than forty Working Days after appointment.

11.6 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten Working Days written submissions and supporting material and each party will be entitled to make a counter written submission on the other party's original submission within a further ten Working Days.

12. JURISDICTION

12.1 This Deed is governed by and interpreted in accordance with the law of England.

13. EXECUTION AND DELIVERY

This Deed is executed as a deed by the parties and is delivered on the date first hereinbefore written

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

SCHEDULE 1
DETAILS OF THE OWNERS'S TITLE, AND DESCRIPTION OF THE LAND

The Land is known as land on the North West side of High Road, Weston, Spalding and falling within Title Number LL238335 shown, for identification purposes only, edged red on the Plan.


Drain
H22-0754-18
NOTE :-
NEW ACCESSES TO HIGH ROAD & VISIBILITY CRITERIA (2.4m x 43m)
TO THE SPECIFICATION & REQUIREMENTS OF L.C.C. HIGHWAYS DEPARTMENT.
ALLOTMENTS
Track
SITE AREA :- 0.19 Hectares.
Retain Pm access to allotments
185
189
198
206
HIGH ROAD
3.30m
Drain
DIMENSIONAL PLAN.
1/500.
(approximate only)
NORTH
SITE.
SITE.
LOCATION PLAN
1/2500.
INDICATIVE DWELLINGS SCHEDULE :-
PLOT 1 - 1 BEDROOM 'ALMSHOUSE' BUNGALOW.
PLOT 2 - 1 BEDROOM 'ALMSHOUSE' BUNGALOW.
PLOT 3 - 3 BEDROOM BUNGALOW & PARKING SPACES.
PLOT 4 - 3 BEDROOM BUNGALOW & PARKING SPACES.
SITE LAYOUT PLAN.
1/500.
ref | revision | date
G. R. MERCHANT LTD.
I.ENG AMICE FIWO
ARCHITECTURAL, STRUCTURAL AND LAND DRAINAGE CONSULTANTS
4 Wrights Mews
12A Park Road, Holbeach,
Spalding, Lincs, PE12 7EE
Tel: 01406 490800
Fax: 01406 425744
E-Mail: gr.merchant@btconnect.com
Project
RESIDENTIAL DEVELOPMENT,
OFF HIGH ROAD,
WESTON, SPALDING,
LINC'S, PE12 6JU.
Client
WESTON CONSOLIDATED CHARITY.
Drawing
SITE & LOCATION PLANS.
Job Ref.
3449-18.
Drawing No.
01B.
Date
DEC' 18.
Drawn
HLD / GRM.
Scales
AS INDICATED.
DO NOT SCALE FROM THIS DRAWING

SCHEDULE 2
PLANNING PERMISSION

Council Offices
Priory Road
Spalding
Lincolnshire
PE11 2XE

Admin 01775 764723
DC Officers 01775 761161
Facsimile 01775 762937

planningadvice@sholland.gov.uk

www.sholland.gov.uk

G R Merchant Ltd
Unit 4 Wrights Mews
12a Park Road
Holbeach
Spalding
PE12 7EE

TOWN AND COUNTRY PLANNING ACT 1990

DRAFT APPROVAL

Reference: H22-0733-19 **Date of Decision:**

Applicant: Weston Consolidated Charity
50 Bell Lane
Moulton
Spalding
Lincs
PE12 6PH

Location: Off High Road Weston Spalding Lincs

Description: Residential development (4 plots)

South Holland District Council hereby give notice that permission has been GRANTED (or equivalent) subject to the following condition(s):

1 Application for approval of reserved matters must be made not later than three years beginning with the date of this permission, and the development must be begun before the expiration of two years from the final approval of reserved matters or in the case of approval on different dates, the final approval of the last such matter to be approved.

Reason: As required by Section 92 of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

2 The development hereby permitted shall be carried out in accordance with the following approved plans:
3449-18-01B;
3449-18-02A;
3449-18-03;
3449-18-04;
Planning Statement submitted by G R Merchant (ref. 3449-18) dated July 2019.

DC_DRAFT_DECISION - ODB:951

Reason: For the avoidance of doubt and in the interests of proper planning.

3 No development shall take place without the prior written approval of the Local Planning Authority of all details of the following matters:
i) the layout, scale and external appearance of the building(s) (including a schedule of external materials to be used);
ii) the means of access to the site; and
iii) the landscaping of the site (including boundary treatment).

The development shall be carried out as approved.

Reason: To meet the requirements of Section 92 of the Town and Country Planning Act 1990.

4 When application is made to the Local Planning Authority for approval of reserved matters, that application shall be accompanied by a scheme of landscaping and tree planting indicating, inter alia, the number, species, heights on planting and positions of all trees in respect of the land to which that application relates, together with details of post-planting maintenance and such a scheme shall require the approval of the Local Planning Authority before any development is commenced. Such scheme as is approved by the Local Planning Authority shall be carried out and completed in its entirety during the first planting season following practical completion of the development. All trees, shrubs and bushes shall be maintained by the owner or owners of the land on which they are situated for the period of five years beginning with the date of completion of the scheme and during that period all losses shall be made good as and when necessary.

Note: The applicant is recommended to employ a qualified and experienced landscape designer to produce a landscaping scheme for the development.

Reason: To ensure that the development is adequately landscaped, in the interests of its visual amenity and that of the area in which it is set. This issue is integral to the development and therefore full details need to be finalised prior to the commencement of works.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

5 When application is made to the Local Planning Authority for approval of reserved matters, that application shall be accompanied by a scheme of boundary treatment/screening, including a schedule of materials, and details of the size and species of any hedging. The details so approved shall be implemented in full before the development is first brought into use.

Reason: In the interests of the character and appearance of the development and the amenities of the locality.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

6 The following flood risk measures shall be fully implemented before the property is first occupied:

- Finished floor levels shall be set 300mm above existing ground level;
- Flood resilient construction shall be incorporated within the development up to 300mm above finished floor level in accordance with DCLG document "Improving Flood Performance of New Buildings - Flood Resilient Construction", 2007.

Note: Future occupants are advised to sign up to the Environment Agency's free Floodline Warnings Direct Service.

Reason: To ensure that the development does not increase the risk of flooding or be at risk of flooding.
This Condition is imposed in accordance with Policies 3 and 4 of the South East Lincolnshire Local Plan, 2019 and national guidance contained in Section 14 of the National Planning Policy Framework, 2019.

7 Before the commencement of the development hereby granted beyond oversite, full details of the proposed means of foul and surface water disposal to separate systems shall be submitted to and approved in writing by the Local Planning Authority and the details so approved shall be implemented in full before there are any flows into the receiving systems.

Reason: To ensure that the site is adequately drained, to avoid pollution, and to prevent increased risk of flooding.
This Condition is imposed in accordance with Policies 2, 3 and 30 of the South East Lincolnshire Local Plan, 2019 and national guidance contained in Section 14 of the National Planning Policy Framework, 2019.

8 The water consumption of each dwelling hereby permitted should not exceed the requirement of 110 litres per person per day (as set out as the optional requirement in Part G of the Building Regulations 2010 and the South East Lincolnshire Local Plan, 2019). The person carrying out the work must inform the Building Control Body that this duty applies. A notice confirming the requirement for the water consumption has been met shall be submitted to the Building Control Body and Local Planning Authority, no later than five days after the completion of each individual dwelling.

Reason: To protect the quality and quantity of water resources available to the district.
This Condition is imposed in accordance with Policy 31 of the South East Lincolnshire Local Plan, 2019.

Notes:

The Local Planning Authority has acted positively and proactively in determining this application by assessing it against all material considerations, including national guidance, planning policies and representations that have been received during the public consultation exercise, and by identifying matters of concern within the application and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal.

This decision notice, the relevant accompanying report and the determined plans can be

viewed online at http://planning.sholland.gov.uk/OcellaWeb/planningSearch

This planning permission is subject to an Agreement under Section 106 of the Town & Country Planning Act 1990 and can only be implemented as a consequence of meeting the provisions of that Agreement

The permitted development requires the formation of a new/amended vehicular access. These works will require approval from the Highway Authority in accordance with Section 184 of the Highways Act. The works should be constructed in accordance with the Authority's specification that is current at the time of construction. Relocation of existing apparatus, underground services or street furniture will be the responsibility of the applicant, prior to application. For approval and specification details, please contact vehiclecrossings@lincolnshire.gov.uk.

Please contact the Lincolnshire County Council Streetworks and Permitting Team on 01522 782070 to discuss any proposed statutory utility connections and any other works which will be required within the public highway in association with the development permitted under this Consent. This will enable Lincolnshire County Council to assist in the coordination and timings of these works.

Phil Norman
Planning and Building Control Manager
South Holland District Council

28th May 2020

BUILDING REGULATIONS:
This decision refers only to planning permission as granted under the Town and Country Planning Act 1990. The works that you are proposing may also require Building Regulations and this planning permission does not give authority under Building Regulations to commence work. Please contact the Building Control section for further information on 01775 764557 or bcadmin@sholland.gov.uk

SCHEDULE 3

THE TRUSTS COVENANTS

The Trust covenants with the Council as follows:

1. Not to Occupy or permit the Occupation of the Market Dwellings until the construction of the Almshouses have been certified Practically Complete.
2. To provide two (2) Almshouses for the lifetime of the Development
2. The Almshouses shall be indistinguishable from the Market Dwellings.
4. The Almshouses must be constructed to a standard agreed in writing with the Council (acting reasonably) the approval of the Council to the standards not to be unreasonably withheld or delayed

SCHEDULE 4
COUNCIL'S COVENANTS

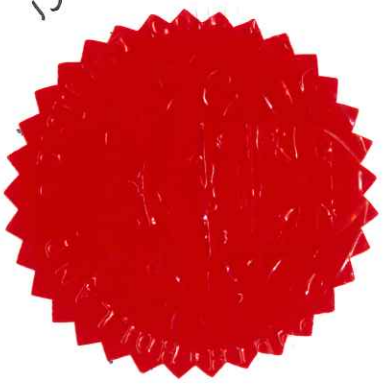
The Council covenants with the Owner as follows:

1 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall as soon as practically possible effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

2 At the written request of the Owner the Council shall provide written confirmation of the full or partial discharge of the obligations given for the benefit of the Council contained in this Deed when satisfied that such obligations have been performed.

The **COMMON SEAL** of **SOUTH HOLLAND DISTRICT COUNCIL** was hereunto affixed in the presence of:-

13346



Authorised Signatory

SIGNED as a **DEED** on behalf of the charity trustees by **IAN FRED PENNINGTON** and **ANTHONY CASSON** being two of their number, under an authority conferred pursuant to section 333 of the Charities Act 2011 in the presence of:

Ian F. Pennington

Signature of charity Trustee

A. Casson

Signature of charity Trustee

(Authorised Signatories)

Signature of witness:

Name (in BLOCK CAPITALS): SUSAN WILSON

Address: 50 BELL LANE
MOULTON
NR SPALDING PE12 6PH

ANNEX A

GOVERNING DOCUMENT OF THE TRUST

33-19

THE CHARITY COMMISSIONERS FOR ENGLAND AND WALES

Under the power given in the Charities Act 1993

Order that from today, the

9TH NOVEMBER 1998

the following

SCHEME

will govern the charities

previously known as

The Consolidated Charities

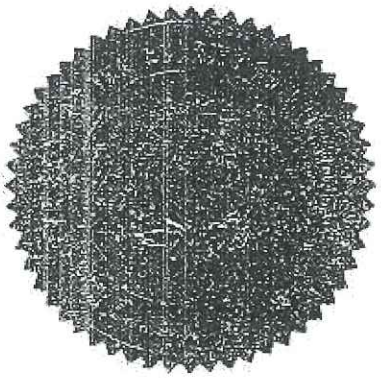
and now to be known as

WESTON CONSOLIDATED CHARITY (231314)

at

Lincolnshire

Commissioners' References:
Sealing: N328(S)
98
Case No: 84987



ASSISTANT COMMISSIONER

1. **Definitions**

In this scheme:

"area of benefit" means the parish of Weston.

"beneficiaries" means poor persons who are resident in the Parish of Weston.

"the charity" means the charity created by clause 2 of this scheme.

"existing residents" means the residents living in the homes at the date of this scheme.

"home" means one of the homes.

"homes" means the almshouses of the charity.

"reserve funds" means the funds identified in clause 27 of this scheme.

"residents" means those beneficiaries of the charity who live in the homes.

"trustees" means the trustees of the charity acting under this scheme.

5.

ADMINISTRATION

2. **Administration**

The charities are to be administered as one charity in accordance with this scheme. This scheme replaces the former trusts of the charities.

3. **Name of the charity**

The name of the charity is Weston Consolidated Charity.

OBJECTS

4. **Objects of the charity**

(1) The objects of the charity are:

(a) the provision of housing accommodation for beneficiaries; and

(b) such charitable purposes for the benefit of the residents as the trustees decide; and

6.

(c) the relief of persons resident in the area of benefit who are in need, hardship or distress

(2) The land identified in part 1 of the schedule to this scheme must be retained by the trustees for use for the objects of the charity as set down in clause 4(1)(a) and (b).

(3) The trustees may relieve persons in need by:

(a) making grants of money to them: or

(b) providing or paying for goods, services or facilities for them; or

(c) making grants of money to other persons of bodies who provide goods, services or facilities to those in need.

(4) In exceptional cases the trustees may decide to assist someone (who is otherwise qualified) who is:

(a) resident outside the area of benefit; or

(b) only temporarily resident in the area of benefit.

POWERS OF THE TRUSTEES

5. Powers of the trustees

In addition to any other powers which they have, the trustees may exercise the following powers in furtherance of the objects of the charity:

(1) Power to make reasonable regulations consistent with this scheme for the management of the almshouses and the welfare of the residents.

(2) Power to insure against public liability and, if appropriate, employers' liability; and to insure the homes to their full value against fire and all other usual risks.

(3) Power to appoint a warden and other staff (who must not be trustees) and pay them reasonable remuneration, including pension provision for them and their dependants, and to provide a residence for the warden in the homes or elsewhere.

(4) Power to lease all or any part of the charity's property which is not required to be retained for use for the objects of the charity. (The trustees must comply with the restrictions on disposal imposed by section 36 of the Charities Act 1993, unless the lease is excepted from these restrictions by section 36(9)(b) or (c) or section 36(10) of that Act.)

6. Trustees

(1) There should be:

3 nominated trustees and
6 co-opted trustees

appointed in accordance with clauses 7 and 8.

(2) The first nominated and co-opted trustees are the persons listed in part 2 of the schedule to this scheme. Subject to clause 12 (termination of trusteeship) they will hold office for the periods shown in the schedule.

7. **Nominated trustees**

(1) The nominated trustees must be appointed by Weston Parish Council

(2) Any appointment must be made at a meeting held according to the ordinary practice of the Council.

(3) Each appointment must be made for:

(a) 4 years; or

(b) if the appointment is being made to fill a casual vacancy, the unexpired term of the appointee's predecessor.

(4) The appointment will be effective from the later of:

(a) the date of the vacancy; and

(b) the date on which the trustees or their secretary or clerk are informed of the appointment.

(5) The person appointed need not be a member of the Council.

8. **Co-opted trustees**

(1) The appointment of a co-opted trustee must be made by the trustees at a special meeting called under clause 16.

(2) An appointment may, but need not, be made before the date on which the term of office of an existing co-opted trustee comes to an end, to take effect on that date. In these circumstances:

(a) the appointment may not be made more than 3 months before the date on which the existing co-opted trustee's term of office is due to end; and

(b) any co-opted trustee whose term of office is about to come to an end must not vote in favour of their own re-appointment.

(3) Each appointment must be for a term of 4 years.

9. **New trustees**

The trustees must give each new trustee, on their first appointment:

(1) a copy of this scheme and any amendments made to it;

(2) a copy of the charity's latest report and statement of accounts.

10. Register of trustees

(1) The trustees must keep a register of the name and address of every trustee and the dates on which their terms of office begin and end. Every trustee must sign the register before acting as a trustee, whether on their first appointment or on any later re-appointment.

(2) The trustees must promptly report any vacancy in the office of nominated trustee to the Council.

11. Trustees not to have a personal interest

Except with the prior written approval of the Commissioners no trustee may:

(1) receive any benefit in money or in kind from the charity; or

(2) have a financial interest in the supply of goods or services to the charity; or

(3) acquire or hold any interest in property of the charity (except in order to hold it as a trustee of the charity).

12. Termination of trusteeship

A trustee will cease to be a trustee if he or she:

(1) is disqualified from acting as a trustee by section 72 of the Charities Act 1993; or

(2) is not an ex officio trustee and is absent without the permission of the trustees from all their meetings held within a period of 6 months and the trustees resolve that his or her office be vacated: or

(3) gives not less than one month's notice in writing of his or her intention to resign (but only if at least 4 trustees will remain in office when the notice of resignation is to take effect).

OFFICERS

13. Chairman

(1) At their first ordinary meeting in each year the trustees must elect one of their number to be chairman of their meetings.

(2) The trustees present at a meeting must elect one of their number to chair the meeting if the chairman is not present or the office of chairman is vacant.

14. **Secretary or clerk**

The trustees may appoint a secretary or clerk. The office may be held by:

(1) a trustee (who must not receive any reward for acting and who may be dismissed as secretary or clerk at any time); or

(2) some other suitable person (who may be employed upon such reasonable terms, including terms as to notice, as the trustees think fit).

MEETINGS OF TRUSTEES

15. **Ordinary meetings**

(1) The first meeting after the date of this scheme must be called by Martin James Gibson or, if he does not do so within 3 months from that date, by any 2 trustees.

(2) The trustees must hold at least 2 ordinary meetings in each 12 month period.

(3) Ordinary meetings require at least 10 days' notice.

(4) The chairman, or any 2 trustees, may call an ordinary meeting at any time.

16. **Special meetings**

(1) The chairman, or any 2 trustees, may call a special meeting at any time.

(2) Special meetings require at least 4 days' notice, except that meetings to consider:

(a) the appointment of a co-opted trustee, or

(b) the amendment of this scheme under clause 29,

require at least 21 days' notice.

(3) The notice calling a special meeting must include details of:

(a) the business to be transacted at the meeting; and

(b) any amendment to be made to this scheme (under clause 29).

(4) A special meeting may, but need not, be held immediately before or after an ordinary meeting.

17. **Quorum**

No business may be transacted at a meeting unless at least 4 trustees are present.

18. **Voting**

(1) Every matter must be decided by majority decision of the trustees present and voting at a duly convened meeting of the trustees.

(2) The chairman of the meeting may cast a second or casting vote only if there is a tied vote.

19. **Recording of meetings**

The trustees must keep a proper record of their meetings.

20. **Trustees to act jointly**

The trustees must exercise their powers jointly, at properly convened meetings.

ALMSHOUSES AND RESIDENTS

21. **Existing residents**

The rights of existing residents to occupy the homes are not affected by the making of this scheme.

22. **Contributions**

The trustees may make it a condition of appointing a resident that the resident must:

(1) contribute a weekly sum (which must not cause the resident hardship) towards the cost of maintaining the homes and essential services in them;

(2) contribute towards the cost of lighting and heating the homes and providing hot water in them.

23. **Applications for appointment**

(1) The trustees must give public notice of a vacancy in the homes, unless:

(a) the person to be appointed has been a resident; or

(b) notice has been given in the last 12 months.

(2) Before making an appointment the trustees must:

(a) decide how applications are to be made to them;

(b) consider the suitability of each applicant;

(c) arrange for at least one of the trustees, or an officer of the charity, to meet the person to be appointed, unless they consider that special circumstances make this unnecessary.

(3) The trustees may, in exceptional circumstances, appoint a resident who lives outside the area of benefit but is otherwise qualified. The trustees must record the exceptional circumstances in the minutes.

24. Records

The trustees must keep records of:

(1) the date of each vacancy and the reason for it;

(2) the names of persons who have applied for appointment;

(3) the name and age of every resident and the date of their appointment.

25. Occupation of homes

(1) The trustees must set out in writing the terms on which a resident occupies their home. A copy of the document recording the terms of occupation (which may take the form of a letter of appointment) must be signed by the resident as evidence of their acceptance.

(2) The terms must include:

(a) a requirement that neither the resident nor any relation or guest of theirs will be a tenant of the charity or have any legal interest in the home;

(b) a requirement that the resident must live in the home and not be absent from it, without the trustees' permission, for more than 28 days in any year;

(c) a requirement that, without the trustees' permission, the resident must not:

(i) allow anyone to share the home with them; or

(ii) give up possession of it,

in whole or in part;

(d) a power for the trustees to require the resident to move, temporarily or permanently, to another home;

(e) a power for the trustees to end the resident's appointment at any time for the reasons mentioned in clause 26 of this scheme; and

(f) such other provisions as the trustees think necessary for the effective running of the homes for the benefit of the residents generally.

26. Termination of appointments

The trustees may terminate the appointment of any resident who:

(1) was appointed without the necessary qualifications or no longer has the necessary qualifications;

(2) persistently breaches the regulations referred to in clause 25 of this scheme; or;

(3) is no longer suited to be a resident by reason of illness or disability.

CHARITY PROPERTY

27. Reserve Funds

(1) The trustees must establish and, if already established, continue to maintain the following reserve funds:

(a) an Extraordinary Repair Fund to be used by them for the extraordinary repair, improvement or rebuilding of the homes and the other property of the charity.

(b) a Cyclical Maintenance Fund to be used by them for ordinary repair and maintenance of the homes and the other property of the charity

(2) They must use the charity's income to do so and they must invest the funds in trust for the charity.

(3) The trustees must keep the size of the funds under review in the light of the demands which may be made upon the funds.

28. Use of income and capital

(1) The trustees must firstly:

(a) apply:

(i) the charity's income; and

(ii) if the trustees think fit, expendable endowment; and

(iii) when the property can properly be charged to it, its permanent endowment

in meeting the proper costs of administering the charity and of managing its property (including the repair and insurance of its buildings);

(b) make such annual payments to the reserve funds as they consider necessary.

(2) After making these payments, the trustees must apply the remaining income in furthering the objects of the charity.

(3) The trustees may also apply for the objects of the charity:

(a) expendable endowment; and

(b) permanent endowment, but only on such terms for the replacement of the amount spent as the Commission may approve by order in advance.

AMENDMENT OF SCHEME

29. Amendment of scheme

(1) Subject to the provisions of this clause, the trustees may amend the provisions of this scheme.

(2) Any amendment must be made by a resolution passed at a special meeting of the trustees. The notice of the special meeting must include notice of the resolution, setting out the terms of the amendment proposed.

(3) The trustees must not make any amendment which would:

(a) vary this clause;

(b) vary the definitions clause and clause 4 of this scheme (the objects clause).

(c) confer a power to dissolve the charity;

(d) enable them to spend permanent endowment of the charity.

(4) The trustees must obtain the prior written approval of the Commissioners before making any amendment which would:

(a) vary clause 11 of this scheme (Trustees not to have a personal interest);

(b) vary the name of the charity;

(c) vary the trustees' powers of investment.

(5) The trustees must:

(a) promptly send to the Commissioners a copy of any amendment made under this clause; and

(b) keep a copy of any such amendment with this scheme.

GENERAL PROVISIONS

30. Questions relating to the Scheme

The Commissioners may decide any question put to them concerning:

(1) the interpretation of this scheme; or

(2) the propriety or validity of anything done or intended to be done under it.

SCHEDULE

PART 1

Land with the buildings thereon situated at Small Drove, Weston.

PART 2

Nominated trustees

Name	Address	Term of office
John Michael Atkin	Greenacres, Fulney Drove, Spalding	3 years
Dennis Jex	89 Cornfields, Holbeach, Spalding	2 years
Henry Halgarth	Old House, 431 Broadgate, Weston Hills, Spalding	4 years

Co-opted trustees

Name	Address	Term of office
Martin James Gibson	Carlton Lodge, Beggars Bush Lane, Weston, Spalding	1 year
Anthony Casson	Old House Farm, Broadgate, Weston Hills, Spalding	1 year
Jeffrey Ronald Grove	521 Broadgate, Weston Hills, Spalding	1 year
Ian Fred Pennington	Welland House Farm, Spalding Marsh, Spalding	1 year
Albert Fred. _ Slator	Walsoken House, Shivean Gate, Moulton, Spalding	4 years
vacancy -		