

**ORDER OF  
THE CHARITY COMMISSION FOR ENGLAND AND WALES**

Made under section 69 of the Charities Act 2011

in exercise of the power in section 337(6) of the Charities Act 2011

to revoke the Scheme dated 2 July 2024 and to reissue this revised Scheme

Orders that from today, the

**23 September 2024**

this

**SCHEME**

will govern the charity

known as

**THE VICTORIA HALL TRUST**

at

Ealing, London

*Rosie Stokes*

**A member of staff of the Charity Commission authorised to act on behalf of the  
Charity Commission**

## PREAMBLE

- (i) The Trust Deed of 6 November 1893 ('the former trusts') transferred a public hall known as the Victoria Hall to members of the Local Board for the District of Ealing to hold on trust. The former trusts provide that Victoria Hall ('the Victoria Hall') was to be let and the income to be applied to such 'Charities or Philanthropic or Charitable Institutions in the District of the Local Board of Ealing as the trustees may think fit.' A description of the Victoria Hall is given at Part 1 of the Schedule to this scheme.
- (ii) The London Borough of Ealing is the trustee ('the Existing Trustee') for the Victoria Hall Trust ('the Charity').
- (iii) The property of Victoria Hall Trust (described as the first floor of the property known as Victoria Hall but including the Prince's Hall at basement level) is part of the Town Hall complex. The Town Hall consists of all the land and buildings at Ealing Town Hall New Broadway Ealing London W5 2BY registered at HM Land Registry with title number AGL135666
- (iv) The Existing Trustee considered that a cy pres occasion had arisen pursuant to s.62 of the Charities Act 2011 ('the 2011 Act'). In accordance with the statutory duty in section 61 of the 2011 Act, the Existing Trustee applied to the Charity Commission for England and Wales ('the Commission') for a scheme to apply the Charity's property cy pres.
- (v) The Existing Trustee wished to dispose of the Town Hall (which includes the Victoria Hall) and sought a scheme for the property of the Charity to be leased to Surejogi, the company established by Mastcraft to redevelop the Council's Town Hall, for 250 years, allowing for an up-front premium to be paid to and received by the Charity (after deduction of transactions costs) and subject to a Community Use Protocol (as defined in Part 2 of the Schedule to this scheme), with the repair and maintenance obligations for the property of the Charity to be the responsibility of Surejogi. The income from the community hiring of the Victoria Hall, part of the property of the Charity, will go to Surejogi, while income from community hiring of other premises, known as the Queen's Hall, will go to the Charity. The Existing Trustee of the Charity will be the tenant in possession of Victoria Hall and Queens Hall, two halls within the Town Hall complex by way of an under-lease and sub-under-lease of the same duration or term as the headlease to Surejogi of the whole Town Hall complex, which includes the current Trust Property.
- (vi) The Commission was satisfied that a cy pres occasion had arisen and the proposed application of the property was in the best interests of the Charity. The Commission scheme was made on 12 March 2021 ('the First Scheme').
- (vii) The First Scheme was challenged in the First Tier Tribunal (General Regulatory Chamber) by persons with an interest in the Charity. In a judgment dated 21 September 2023, the Tribunal upheld that a cy pres occasion had arisen, and that the First Scheme provided an appropriate application of property cy pres. However, the Tribunal had concerns about the ability of the Existing Trustee to act solely in the best interests of the Charity. The Tribunal directed the Commission to re-visit the First Scheme and prepare a new scheme, taking account of the findings of the Tribunal.
- (viii) This scheme, made in consultation with the persons interested and the Existing Trustee, is made in accordance with the directions of the Tribunal.

## SCHEME

### 1. Additional Definitions:

In this scheme:

“the Beneficiaries” means the inhabitants of Ealing and the surrounding area.

‘the Council’ means the London Borough of Ealing acting in its capacity as a local authority

“designated land” means land held on trusts which stipulate that it must be used for the purposes of the charity

“Existing Trustee” means the London Borough of Ealing acting in its capacity as trustee

‘Independent Trustees’ means individuals who are not Council members or employees and are not a Connected person with any members or employees of the Council.

“Connected person” has the same meaning as in section 118 Charities Act 2011.

‘the Leases’ means together the head lease, under lease and sub under lease described in Part 2 of the schedule to this scheme.

‘local authority’ means as defined in the Local Government Act 1972

“Mastcraft” means Mastcraft Limited (company number 01845796) whose registered address is at 30 Poland Street, London, W1F 8QS.

“Surejogi” means Surejogi Group Limited (company number 03417456) whose registered address is at 30 Poland Street, London, W1F 8QS.

“premium” means the sum described in part 2 of the schedule to this scheme, which represents permanent endowment of the Charity.

“the Trust Property” means the property of Victoria Hall Trust (being the first floor of the property known as Victoria Hall but including the Prince’s Hall at basement level)<sup>1</sup>

“the Committee” means the Committee of the council established pursuant to Section 102(4) Local Government Act 1972.

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<sup>1</sup> The Charity Commission cannot determine the extent of the charity property; this “definition” is taken from the Decision of the Tribunal dated 21 September 2023. Inclusion in the Schedule of this scheme of Annexe A and C showing details of the boundaries of the charity property does not imply that these are approved by the Commission.

## **ADMINISTRATION**

### **2. Administration**

The Charity is to be administered in accordance with this scheme. This scheme replaces the former trusts of the Charity.

## **OBJECTS OF THE CHARITY**

### **3. Objects of the Charity**

The objects of the Charity are:

- 1) To promote the benefit of the beneficiaries by the provision of facilities for recreation or other leisure time occupation of individuals who have need of such facilities by reason of their youth, age, infirmity or disablement, financial hardship or social and economic circumstances or for the public at large in the interests of social welfare and with the object of improving the condition of life of the beneficiaries.
- 2) Subject to clause 6 of this scheme, the Trust Property is designated land and must be used for the object at sub-clause 3(1).
- 3) If and insofar as the income of the Charity cannot be applied towards the object at sub-clause 3(1), it may be applied in furthering general charitable purposes for benefit of the Beneficiaries.
- 4) Any land which is exchanged pursuant to the power in clause 6 is designated and must be used for the charitable object at sub-clause 3(1).

## **TRUSTEE(S)**

### **4. Trustees**

- 1) The Existing Trustee is the sole trustee until immediately after the Leases are executed.
- 2) During the time the Existing Trustee is acting as sole trustee it must delegate decision making to a Committee.
- 3) The membership of the Committee shall be as follows:
  - (a) five persons independent of the Council ("Independent" means individuals who are not members or employees and are not a Connected person with any members or employees of the Council.)
  - (b) three elected members of the Council.
  - (c) should the number of independent members be below five, the Committee will conduct a recruitment process, interview candidates and recommend suitable candidates to the Existing Trustee for appointment at full Council.
- 4) No business shall be conducted at a meeting of the Committee unless four members of the Committee are present throughout the meeting.
- 5) A member of the Committee must:

- (a) declare the nature and extent of any interest, direct or indirect (including a conflict of loyalty), the member has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not been previously declared; and
- (b) be absent from any discussions of the Committee in which it is possible that a conflict will arise between the duty to act solely in the interests of the Charity and any interest of the member including a conflict of loyalty.

Any member of the Committee absent from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the Committee on the matter.

- 6) The Existing Trustee is directed to implement the Committee's recommendations in relation to the specific issues identified in this Scheme, or seek further direction from Commission, by way of questions relating to the Scheme pursuant to clause 9 of the Scheme, should the Existing Trustee consider it necessary before accepting such recommendations.
- 7) Immediately after executing the Leases, the trustees of the Charity are the Existing Trustee and a minimum of two Independent Trustees (together "the trustees").
- 8) The Committee is responsible for the selection and appointment of the first Independent Trustees. In selecting individuals for appointment as Independent Trustees, the Committee must ensure there is a proper and transparent recruitment process and have regard to the skills, knowledge and experience needed for the effective administration of the Charity. Upon completion of the appointment of the first Independent Trustees the Committee will cease to have a role in the management and administration of the Charity. Apart from the first Independent Trustees, every Independent Trustee must be appointed by a resolution of the trustees.
- 9) The trustees must keep a record of the name and address and the dates of appointment, re-appointment and retirement of each trustee.
- 10) No business shall be conducted at a meeting of the trustees unless at least two trustees are present throughout the meeting.
- 11) A trustee must:
  - (a) declare the nature and extent of any interest, direct or indirect, the trustee has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not been previously declared; and
  - (b) be absent from any discussions of the trustees in which it is possible that a conflict will arise between the duty to act solely in the interests of the Charity and any interest of trustee.

Any charity trustee absent from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the charity trustees on the matter

- 12) Minutes of the trustees must be kept in writing and retained by the trustees separately from the Council's records.

13) Immediately after the Leases are executed, the Existing Trustee shall be appointed as the holding trustee for the Charity's designated land and all other property (if any).

### **POWER TO ENTER THE LEASES**

#### **5. Power to enter the Leases**

The Existing Trustee may be a party to Leases with Surejogi, the Council and Mastcraft provided that the Leases comply with the provisions specified in Part 2 of the schedule to this scheme. The Leases must also comply with Part 7 of the 2011 Act.

### **POWER TO EXCHANGE DESIGNATED LAND**

#### **6. Power to exchange designated land**

The Existing Trustee or the trustees may within six months from the date of the Scheme enter into an agreement to exchange the property described in Part 3 of the schedule to this Scheme (known as Princes Hall) with the property described in Part 4 of the schedule to this Scheme (known as Queens Hall) provided that the Existing Trustee or the trustees are satisfied that the terms of the agreement to exchange are in the best interests of the Charity.

### **PREMIUM**

#### **7. Power to use the premium**

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) The trustees may use the premium to acquire freehold property to replace Victoria Hall or Queens Hall. Any property acquired with the premium must be held on trust for use for the object stated at sub clause 3(1).
- 2) If and in so far as the premium is not used to acquire replacement freehold property, the premium must be invested by the trustees. The income arising from the invested premium must be applied in furthering the objects in clause 3 of this scheme. The trustees may expend part or all of the capital of the invested premium but only in accordance with sub clause 8(3) of this scheme.

#### **8. Use of income and capital**

- 1) The trustees must firstly apply:
  - (a) the Charity's income; and
  - (b) if the trustees think fit, expendable endowment; and
  - (c) when the expenditure can properly be charged to it, its permanent endowment (including the premium when invested)in meeting the proper costs of administering the Charity and of managing its property (including the repair and insurance of its land and buildings).
- 2) After making these payments, the trustees must apply the remaining income in furthering the objects of the Charity.

- 3) The trustee may also apply for the objects of the Charity:
- (a) expendable endowment; and
  - (b) investment permanent endowment, but only:
    - i. where it is permitted in accordance with (and subject to the conditions in) the Charities Act 2011; or
    - ii. on such terms (including for the replacement of the amount spent) as the Commission may approve in advance.

## GENERAL PROVISIONS

### 9. Questions relating to the Scheme

The Commission may decide any question put to it 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

Property	Land Registry title number
Part of the Town Hall known as the Victoria Hall, shown edged and hatched red on the plan at Annex A to this scheme.	Part of title number AGL135666

### PART 2

**Required provisions for the Head Lease between the Council and the Existing Trustee on behalf of the Charity and Surejogi in respect of the Town Hall (which includes the Victoria Hall and Queens Hall), the Under Lease in respect of the Victoria Hall between Surejogi and the Existing Trustee on behalf of the Charity for Victoria Hall and the Sub-Underlease between the Council the Existing Trustee on behalf of the Charity for the Queens Hall. The Head Lease, Under Lease and Sub-Underlease together are ‘the Leases’”.**

<b>Term for the Leases</b>	250 years
<b>Premium for Victoria Hall and the property described in part 3 of</b>	The Charity’s share of the total premium payable by Surejogi to the Council under the Head Lease for the Town Hall. The share is to be calculated on the basis of a pro-rata of the proportion of floor area of the Victoria Hall and the property described in part

<p>the schedule to this scheme</p>	<p>3 of the schedule to this scheme as part of the total floor area of the Town Hall.</p> <p>The Council is not entitled to recover from the Charity's share of the total premium any transaction or other costs arising from entering into the Leases.</p> <p>The method of calculating that the total premium must be agreed as being in the best interests of the Charity by the Committee.</p>
<p><b>Access and boundaries</b></p>	<p>The Leases must include a grant of an easement or other right of access as appropriate to ensure that the Charity's property can be accessed at all agreed times by the Charity and its Beneficiaries for the duration of the Leases.</p> <p>The Leases must clearly define the boundaries of the Victoria Hall, Queen's Hall and Princes Hall. The access and the boundaries must be agreed as being in the best interests of the Charity by the Committee.</p>
<p><b>Income</b></p>	<p>The Leases must include a process for the income from use of Charity's property to include:</p> <ul style="list-style-type: none"> <li>(i) how the income is defined</li> <li>(ii) how income will be collected and accounted for;</li> <li>(iii) the method of transferring the income to the Charity including payment dates; and</li> <li>(iv) what deductions (if any) are permitted</li> </ul> <p>and a mechanism for resolving any disputes.</p> <p>This process must be agreed as being in the best interests of the Charity by the Committee.</p>
<p><b>Community use requirement for Victoria Hall</b></p>	<p>The Leases must place a user covenant on Surejogi to prohibit any use of Victoria Hall other than in accordance with the charitable objects set out in clause 3 of this scheme with the exception of the 10 days reserved to the Council for use in furtherance of its statutory functions.</p> <p>The use of the Victoria Hall and Queen's Hall will be regulated by the terms of a 'Community Use Protocol' contained in the Leases. The agreed Community Use Protocol is attached as Annex B to this scheme.</p>



<p><b>Reserved use of Victoria Hall for the Council</b></p>	<p>There will be up to 10 days reserved to the Council in each and every year of the term of the Leases to use Victoria Hall to carry out its statutory functions (e.g. for election purposes) but for no other purpose. The Council will pay to the Charity the market rate for hiring the Victoria Hall on these days. The trustees will notify the Council of the market rate on request.</p> <p>The Council will notify the Charity in advance of each and every of the dates of the 10 reserved days on which it intends to use the Victoria Hall for its statutory functions. The parties must work co-operatively to resolve any conflicting bookings of the Victoria Hall.</p>
<p><b>Repair and maintenance obligations for Victoria Hall</b></p>	<p>Will be in accordance with the Leases.</p>
<p><b>Parties to the Leases</b></p>	<ul style="list-style-type: none"> <li>• The Council (Landlord) of the first part;</li> <li>• The Existing Trustee of the Charity (Charity) of the second part;</li> <li>• Surejogi Ealing Town Hall Limited (Tenant) of the third part; and</li> <li>• Mastcraft Limited (Guarantor) of the fourth part.</li> </ul> <p>The Commission has been advised that the Council, as the registered proprietor of the freehold to the Town Hall, is entering into the Leases as one party (notwithstanding that it is acting in its capacity as local authority and its capacity as a charity trustee). The Leases encompass those parts of the Town Hall that are not held on charitable trust for the Charity and the property held on trust for the Charity.</p>

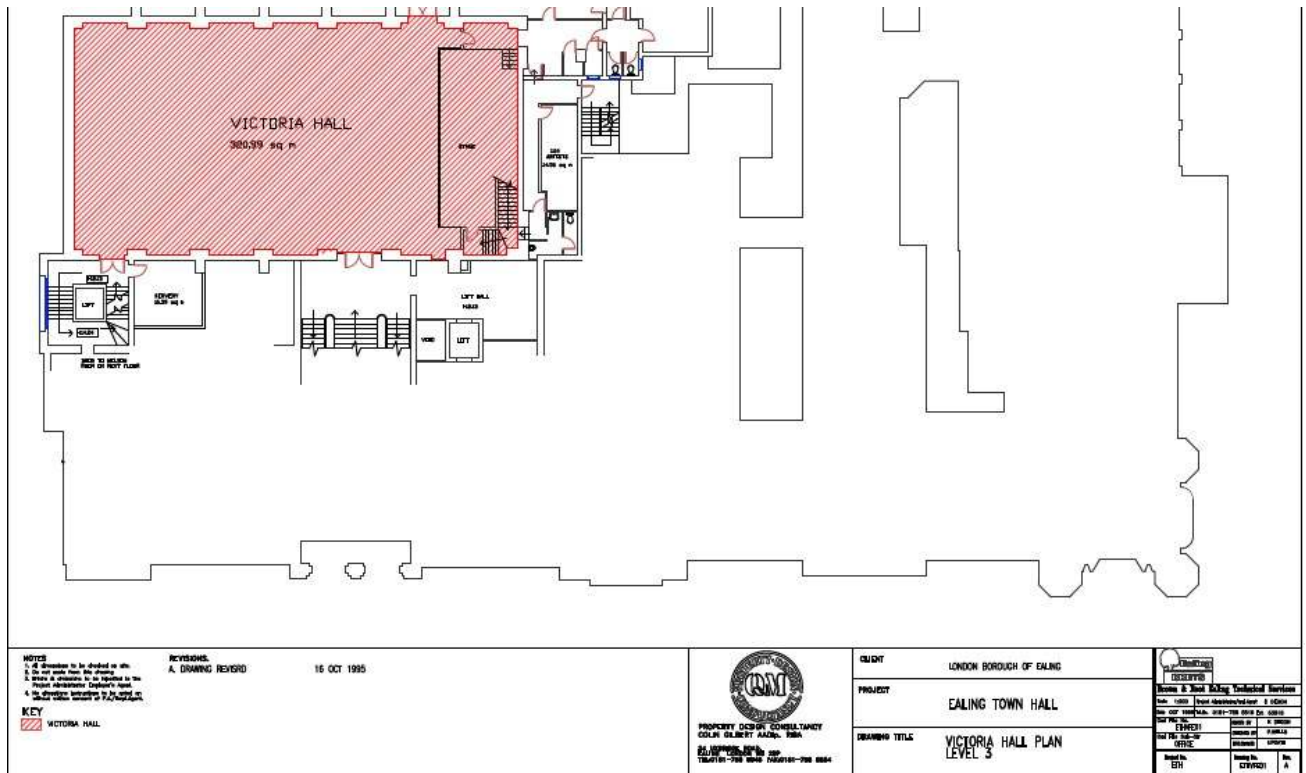
**PART 3**

Property	Land Registry title number
Part of the Town Hall known as the Prince's Hall, shown edged black on the plan at Annex C to this scheme.	Part of title number AGL135666

**PART 4**

Property	Land Registry title number
Part of the Town Hall known as the Queen's Hall, shown cross-hatched black on the plan at Annex C to this scheme.	Part of title number AGL135666

### Annexe A – Victoria Hall Plan



**NOTES**  
 1. All dimensions to be checked on site.  
 2. Check all elevations. If in dispute to the Survey Administration Engineer's report.  
 3. All dimensions to be checked on site.  
**KEY**  
 [Red diagonal lines] VICTORIA HALL

**REVISIONS**  
 A. DRAWING REVERSED 15 OCT 1995



CLIENT	LONDON BOROUGH OF EALING
PROJECT	EALING TOWN HALL
DRAWING TITLE	VICTORIA HALL PLAN LEVEL 3

<b>Home &amp; Soil Ealing Technical Services</b> No. 1010 East Green/Edgware Road Ealing, London W5 2EF Tel: 0181-871 1111 Fax: 0181-871 1112 Email: info@hstservices.co.uk Website: www.hstservices.co.uk	
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Checked by:	STW/SOJ
Scale:	A

## **Annex B - Community Use Protocol**

### **Part 1. Community Use Covenants**

The covenants and other obligations set out below in the Community Use Provisions

#### **Community Use Provisions**

##### **1. Introduction**

These provisions govern the basis on which the Property shall, after the Practical Completion Date, be made available for Community Use, the eligibility criteria for such use, and the basis for charging for such use. These provisions may only be varied or amended by written agreement between the Landlord, the Tenant and the Trust.

##### **2. Definitions**

**Additional Community** means:

**Rooms**

- (a) the Nelson and Telfer Rooms; and
- (b) private dining, hospitality and meeting rooms;

which are owned freehold by the Landlord and identified on the Community Use Areas Plans in this Schedule 2 on a floor-by-floor basis, as may be revised from time to time with the prior consent of the Landlord and the Trust

**Commercial Use** means any use which is not Community Use

**Community Use** means:

- a) use of a Community Use Area by a Qualifying Community Group; and
- b) use of the Trust Property in accordance with the charitable objects of the Trust;

subject to any User Restrictions as may be agreed with the Landlord and Trust from time to time in accordance with Paragraph 4.6

**Community Use Areas** means:

- (a) the Trust Property; and
- (b) the Additional Community Rooms

<b>Community Use</b>	means bodies which are either –
<b>Eligibility Criteria</b>	<ul style="list-style-type: none"> <li>(i) subject to Paragraph 4.3, a registered charity providing services to residents to, and based wholly or predominantly in, the Borough of Ealing; or</li> <li>(ii) a Community Group within the meaning of paragraph 4.2.</li> </ul>
<b>Community Use Periods</b>	means the periods described in Paragraph 6
<b>Community Use Rates</b>	means the rates set out in Table 1
<b>Community Use Working Group:</b>	means the group established pursuant to Paragraph 3 as a forum for review of the operation of these Community Use Provisions
<b>Multiple Booking Discount</b>	means the discount on the Community Use Rate referred to in Table 2
<b>Practical Completion Date</b>	shall have the same meaning as defined in Schedule 2 to the Agreement for Lease
<b>Qualifying Community Group</b>	means any organisation meeting the Community Use Eligibility Criteria, or a school or college operating in the Borough of Ealing (not for profit)
<b>Trust Property</b>	<p>means</p> <ul style="list-style-type: none"> <li>(a) the Victoria Hall; and</li> <li>(b) the Queen’s Hall</li> </ul> <p>which are held by the Landlord (as freehold owner) in its capacity as sole trustee for the Trust and identified on the Community Use Areas Plans in this Schedule 2</p>

**User Restrictions** means such reasonable restrictions on the types of use to be permitted in the Property having regard to the needs of other users, the building, and other factors, consistent with encouraging Community Use, as may be agreed pursuant to Paragraph 4.6.

### **3. Community Use Working Group**

3.1 The Tenant, Landlord and Trust shall establish a working group comprising 4 representatives of each party for the purposes of monitoring and reviewing the operation of these Community Use Provisions. The Community Use Working Group may co-opt members from the community and generally regulate its business (including attendance) as it sees fit, consistent with the purposes of the Community Use Working Group.

3.2 The purposes of the Community Use Working Group shall be –

3.2.1 to consider and comment on the Parties' policies or procedures relating to the administration of Bookings (including any User Restrictions);

3.2.2 to monitor observance of this Community Use Protocol, and to report any non-observance to the Landlord and the Trust;

3.2.3 to generally act as a Forum for discussion between the Parties, and with the community, regarding Community Use.

3.3 The Community Use Working Group shall meet not less than quarterly in the first two years following the date of this Lease and not less than every six (6) months following the date falling two (2) years after the Practical Completion Date.

3.4 Without prejudice to Paragraph 3.2, in the period prior to the Practical Completion Date, and during the Term, the Community Use Working Group may consider and recommend means by which the Parties, acting jointly, shall enable future use of the Property for Community Use, including by organisations currently using the Property.

### **4. Organisations able to use the Property for Community Use**

4.1 The Parties shall, in accordance with the Community Use Covenant and Paragraph

5, provide for Qualifying Community Groups to be able to make bookings for Community Use during Community Use Periods at the Community Use Rates, under and in accordance with these Community Use Provisions.

4.2 A body shall be a Qualifying Community Group provided that –

4.2.1 it is based wholly or mainly in the Borough of Ealing (evidenced by means of its invoice address); and

4.2.2 in the case of an organisation not being a registered charity –

- (i) at least 60% of its membership lives in the Borough of Ealing evidenced
  - (a) in the case of an existing community group by means of its membership list showing details only of the first part of the postcode and the first number of the second part of the postcode for all members, and
  - (b) in the case of a new community group by means of details of how the community group intends to promote itself to residents of the Borough of Ealing, together with production of a membership list in accordance with (a) by no later than six months after being established;
- (ii) the constitution/terms of reference/aims of the community group must state that a key aim/purpose is to provide a service to residents of the Borough of Ealing; and
- (iii) it operates as a non-profit making organisation.

- 4.3 In the case of a registered charity the Trust and/or the Tenant shall seek proof of status by requiring the organisation to provide its registered charity number for verification on headed paper.
- 4.4 In the event of any uncertainty or dispute regarding whether an organisation meets the Community Use Eligibility Criteria, the Trust and/or the Tenant shall seek advice from each other and the Head of Hospitality & Events (or equivalent) at Ealing Council.
- 4.5 The Parties may from time to time discuss and agree reasonable User Restrictions to ensure that the Property is used only for purposes appropriate for the Property, provided always these are fully consistent with suitable Community Use and are in no way discriminatory or unlawful.
- 4.6 The Trust and Tenant shall permit any Qualifying Community Group making a booking under this paragraph 4 to use of the relevant Community Use Area in accordance with the booking made, subject to any User Restrictions or cause outside the Trust and/or Tenant's control.

## **5. Management of Bookings**

- 5.1 The Trust shall, in consultation with the Tenant where any practical arrangements are required for compliance with these Community Use Provisions (save in relation to the Queen's Hall):
- 5.1.1 make arrangements for all bookings for Community Use (and the Tenant shall be responsible for managing all bookings for Commercial Use);
- 5.1.2 give priority to Community Use bookings over Commercial Use bookings by use of an advance booking system, or such other system as the Parties may agree to be a suitable means of prioritising Community Use bookings from time to time; and
- 5.1.3 actively promote Community Use by displaying advertisements at the Property and/or on the website for the Property to encourage the same, or by such other suitable means having regard to any booking policies or procedures notified to and discussed with the Community Use Working Group, and any User Restrictions
- 5.2 The bookings policies and procedures shall –
- 5.2.1 apply the Community Use Rate in respect of bookings for Community Use;
- 5.2.2 apply the Multiple Bookings Discount; and
- 5.2.3 provide for Qualifying Community Groups to make booking up to 12 months in advance.

5.3 The Trust, in consultation with the Landlord where any practical or administrative arrangements are required:

5.3.1 for compliance with these Community Use Provisions; and/or

5.3.2 by the Landlord, in connection with its capacity as both tenant of the DRP Underlease and landlord of the Queen's Hall Sub-underlease;

shall make arrangements for all Community Use bookings and bookings policies and procedures relating to the Queen's Hall in accordance with these Community Use Provisions.

5.4 The Parties agree and acknowledge that:

5.4.1 from time to time, the Landlord may require priority use of the Community Use Areas for the purpose of compliance with its statutory duties relating to elections (including, without limitation, any snap elections); and that

5.4.2 in such circumstances, subject to the Landlord providing the Trust and the Tenant with reasonable prior written notice of the times, dates and any practical arrangements required, the Landlord will be provided with such priority use of the Community Use Areas (over both Community Use and Commercial Use) at basic rates, covering the cost of staffing and the supply of utilities to the relevant rooms for the required periods only.

## **6. Community Use Periods**

6.1 The Community Use Areas shall be available for Community Use during the Community Use Periods shown in Table 1, as the same may be varied from time to time with the agreement of the Landlord and the Trust.

6.2 Priority hire of the Community Use Areas during the Community Use Periods will be given to recurring users of the Community Use Areas by means of contacting them sufficiently in advance to determine their future Community Use requirements.

## **7. Community Use Areas**

7.1 The agreed Community Use Areas shall be those shown edged red on the Community Use Areas Plans in this Schedule 2. Throughout the Term, unless agreed by the Landlord and Trust, the Additional Community Rooms shall never be less than as shown in Table 3.

7.2 Throughout the Term, the Tenant shall comply with its obligations under Clause 32 (Alterations) of the Lease.

## **8. Community Use Rates**



8.1 The Community Use Rates shall be as set out in Table 1 (increased annually by the Retail Price Index (RPI)), which the Parties agree reflect the upgraded Community Use Areas by way of a 10% uplift.

8.2 The rates shown in Table 1 shall apply for a period of ten (10) years following the re-opening of the Town Hall. In the period of twelve (12) months prior to the end of year ten, the Landlord, Tenant and Trust shall review the Community Use Provisions and the Community Use Rates, on the basis that Qualifying Community Groups may continue to use the Property at rates which are affordable. For these purposes it is agreed that "affordable" shall reflect the prevailing discount at that time and be based on benchmarking the new Community Use Rates at 60% of any equivalent rate(s) charged by the Tenant for Commercial Use of the Community Use Areas of the Property.

## **9. Community Use in relation to Promotion of Public Health**

9.1 In addition to Community Use by Qualifying Community Groups, the Trust and/or the Tenant (as appropriate) shall apply the Community Use Rate to all bookings made in respect of Community Use Areas by organisations providing dance and exercise classes where the organisation can demonstrate that it is providing valuable services to the residents of the Borough of Ealing and charging a fair price to individuals for the classes. The Community Use Area for dance and exercise classes (the Telfer Room) will maintain suitable flooring for this purpose.

9.2 Any booking made under this Paragraph 9 shall be only in respect of Community Use Areas (subject to Paragraph 9.3) during the periods Monday to Friday (9am – 10pm) and Saturday and Sunday (9am – 5pm), and provided that there is a minimum booking period of two (2) hours on Mondays to Fridays, and of four (4) hours on Saturdays and Sundays.

9.3 Neither the Victoria Hall or the Queen's Hall will be available under this Paragraph 9 after 5pm on Friday or on Saturday, Sunday or bank holidays.

## **10. Records**

The Trust and the Tenant shall maintain records of all Community Use and these will be reviewed quarterly for the first year and thereafter every 6 months by the Community Use Working Group, including in relation to observance of this Community Use Protocol.

## **11. Transitional Arrangements**

Prior to the re-opening of the Property, the Tenant shall confirm to the Landlord and the Trust its planned arrangements for bookings (and any associated notification to current users of the Property) and shall take into account any comments made by the Landlord and/or the Trust, including (without limitation) the Trust's requirements for its management of Community Use bookings pursuant to these Community Use Provisions.

## 12. Disputes

12.1 In the event of any dispute or difference arising between the parties in relation to these Community Use Provisions, the parties shall first use all reasonable endeavours to resolve the same as soon as reasonably practicable. In doing so, any party may refer the dispute or difference in question to the Community Use Working Group, who shall be entitled to make reasonable recommendations for the resolution of the same and which the parties shall have due regard to.

12.2 If any dispute or difference between the parties cannot be resolved pursuant to Paragraph 12.1 within 60 Working Days of the same arising, such dispute or difference may be referred for determination by an expert independent of the parties and who in any case shall have been qualified for not less than 10 years and shall be experienced in dealing with matters relating to the dispute in question. Such appropriate expert shall be appointed by agreement between the parties or failing agreement within 5 Working Days of a party giving the others written notice requesting them to agree on the appointment of an expert, shall be appointed by the President for the time being of the relevant professional body (or if there is no such President, by the President for the time being of the Law Society or the President of the Royal Institution of Chartered Surveyors on the application of a party) and:

12.2.1 such person shall act as an expert and his decision shall be final and binding on the parties hereto

12.2.2 he shall consider all written representations made on behalf of the parties which shall be delivered to him within 10 Working Days of notice of his appointment and he shall use all reasonable endeavours to give his decision as speedily as possible

12.2.3 if he dies or refuses or is unable to act the procedure for appointment shall be repeated as often as necessary; and

12.2.4 his fees and the costs of his appointment shall be payable by the parties hereto in such proportions as he shall determine or in default of such determination equally between them.

12.3 The appointment of any expert pursuant to this Paragraph 12 shall be without prejudice to the right of any party to settle the dispute or claim in question by application to court or by such other dispute resolution procedure as that party considers to be suitable, having regard to the nature of the dispute or claim in question.

**Table 1 – Community Use Periods and Community Use Rates**

**Note: Peak Hourly Rate means the rate charged by the Tenant as they determine from time to time, unless shown otherwise.**

	<b>Community Use Hourly Rate</b>	<b>Community Use Hourly Rate</b>	<b>Peak Hourly Rate</b>
Community Use Period	Monday to Thursday. 9am to 5pm Friday. 9am to 5pm	Friday. 5pm to 12am (midnight)	Saturday, Sunday, and Bank holidays 9am to 12am (midnight)
<b>Community Use Area</b>			
<b>(a) Trust Property</b>			
Victoria Hall	£127	n/a	£402
Queen's Hall	£68	n/a	£198
<b>(b) Additional Community Rooms</b>			
Nelson Room	£68	£68	£220
Telfer Room	£68	£68	£198
Telfer Room (dance and exercise classes only)	£68 (£45 for youth classes)	£68 (£45 for youth classes)	£68 (£45 for youth classes) 9am – 5pm only
Ground –Private dining	£30	£30	£198
Basement – Hospitality area	£110	£110	£198
Basement – meeting 1	£30	£30	£43*
Basement – meeting			

2	£26	£26	£43*
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Basement –meeting	£26	£26	£43*
3			
Hospitality package –  (Limited to 1 per month in peak periods, booking to be		Sat, Sun and & Bank holidays 9am – 12am	
Victoria Hall	10 hours room hire including standard lighting scheme	£1,925	
Queen’s Hall	7 hours room hire including standard lighting scheme	£775	

**\*Note:** 6-hour minimum booking at peak times unless meeting room is to be used in conjunction with Victoria Hall.

**Table 2 -The Multiple Booking Discount**

<b>Bookings Made in One Transaction within the financial year (April – March)</b>	<b>Discount Applicable</b>
2 – 5	10%
6 – 10	12.5%
11 – 20	15%
21 – 35	20%
35 – 50	50%

**Table 3 – Minimum Additional Community Room Areas**

<b>Floor - Room</b>	<b>Sq.m</b>	<b>Sq.ft</b>
Basement – Hospitality Area	220	2,368
Basement - Meeting 1	Indicative 48	Indicative 517
Basement – Meeting 2	Indicative 35	Indicative 377
Basement – Meeting 3	Indicative 35	Indicative 377
NB These are indicative areas and the requirement is for 3 rooms providing the total area, configured to meet community use needs, and with an ability to move partitions so that a larger space is available.		
<b>TOTAL</b>	<b>118</b>	<b>1,271</b>
Ground - Telfer room	109	1,173
Ground – Private dining	44	474
First – Nelson room	103	1,109
First – Function room	38	409
<b>TOTAL</b>	<b>632</b>	<b>6,804</b>

### **Community Use Areas Plans**

(1) Trust Property

- a. Victoria Hall (edged red)
- b. Queen’s Hall (edged and cross-hatched black)

(2) Additional Community Rooms

- a. Lower Ground Floor (edged red)
- b. Ground Floor (edged red)
- c. First Floor (edged red)

## Part 2. Victoria Hall Covenants

- 1 The Tenant covenants with the Landlord and the Trust to make available to the Landlord or such other person firm company or other organisation nominated by the Landlord (Nominee) (and all persons authorised by the Landlord or any Nominee) Victoria Hall and all necessary access and egress to and from Victoria Hall along and over any part of the Property and to the use of toilet and washroom and kitchen facilities within the Property reasonably required by the Landlord for such purpose for up to 10 full days per annum in each year of the term.
- 2 As soon as reasonably practicable prior to or after the commencement of each year of the term (each year being the “**Relevant Year**”), the Landlord shall be entitled to serve written notice upon the Tenant and Trust nominating up to 20 full days in the Relevant Year on which it (or any Nominee) provisionally intends to use Victoria Hall in accordance with paragraph 1. For the avoidance of doubt, if the Landlord has nominated less than 20 days in accordance with paragraph 2 before the commencement of any Relevant Year, the Landlord shall not be precluded from serving further notice or notices on the Tenant and Trust during the course of that Relevant Year to nominate the balance of days available for nomination.
- 3 The Landlord shall be entitled to notify the Tenant and Trust of its nominations in accordance with paragraph 2 by serving one or more written notices on the Tenant and Trust, provided that the aggregate number of days nominated in those notices does not exceed 20.
- 4 The Landlord shall confirm the dates of the 10 full days on which it (or any Nominee) will use Victoria Hall in accordance with paragraph 1 on service of not less than three months’ written notice upon the Tenant and Trust in advance of each such day, the 10 such days having previously been nominated by the Landlord in accordance with paragraphs 2 and 3 of this Part 2 of Schedule 2.
- 5 The Tenant shall notify the Landlord in writing of any intention to accept a booking or other arrangement for the Tenant, Trust or any other person to use the Victoria Hall for any day part of a day or number of days that conflict or conflicts with any day or days already nominated by the Landlord in accordance with the procedure set out at paragraphs 2 and 3 of this Part 2 of Schedule 2 and shall not accept the same without the prior written consent of the Landlord (which shall be deemed to have been given if no response is received within 5 Working Days of a request for consent, save that the Landlord’s consent shall never be given or deemed to have been given to requests for bookings under this paragraph 5 that conflict with any confirmed bookings of Victoria Hall that have already been notified by the Landlord to the Tenant in accordance with paragraph 4).

6 Without prejudice to the generality of the provisions of paragraphs 1 to 5 (inclusive) of this Schedule the Landlord and the Tenant shall act reasonably co-operate with each other and keep each other as informed as is reasonably practicable as to their respective requirements for the use of the Victoria Hall from time to time and shall seek to resolve as amicably as possible any actual or potential conflict between their respective requirements. Without prejudice to the generality of the foregoing the Landlord shall use reasonable endeavours to notify the Tenant and Trust as soon as reasonably practicable prior to or after the beginning of each year of the term of any dates likely to be required for such purpose or weeks in which those dates are likely to fall in the forthcoming or current year of the term but shall not be bound by any such notification or to any dates or weeks specified in that notification.

7 The use of Victoria Hall (and all facilities contained within the same, including but not limited to the furniture and audio-visual equipment) pursuant to this Part 2 of Schedule 2 shall be free of charge to the Landlord and any Nominee.

8 For the avoidance of doubt in relation to any events held at Victoria Hall pursuant to this Part 2 of Schedule 2, the Landlord and any Nominee shall be entitled to:

8.1 provide its own food and/or drink and/or (subject to paragraph 9) appoint any external catering companies or other providers of food and/or drink (in each case including but not limited to the provision of bar and catering staff and equipment) free of additional charge to the Landlord (including corkage charges), and including access to adequate kitchen facilities and such other suitable parts of the Property as the Landlord, Nominee and/or catering company or provider may reasonably require for the finishing of food, to cater for such numbers of guests as are permitted by the laws referred to in clause

36.1.1 of this lease (which for the avoidance of doubt shall include (without

limitation) adequate access to running water, a plating/clearing area and electrical connections for the operation of turbo ovens and hot cupboards); and/or

8.2 appoint the Tenant's internal catering services for the provision of food and/or drink (including but not limited to the provision of bar and catering staff and equipment), the cost of the provision of such services to be charged to the Landlord in accordance with published hotel catering rates at the date of the relevant event subject to a discount to be agreed in writing between the Landlord and Tenant, each acting reasonably, prior to each relevant event;

and the Landlord shall confirm to the Tenant, on serving notice in accordance with paragraph 4, which of the catering arrangements (as specified at subparagraphs 8.1 and 8.2 above) it will be using or intends to use.

- 9 The use of the kitchen facilities at the Property by the Landlord, its Nominee or any external catering companies or other providers of food and/or drink appointed in accordance with paragraph 8.1 shall only be permitted if, on request, the person or persons intending to use said kitchen facilities provide the Tenant with:
- 9.1 evidence of public liability insurance with a minimum cover of £5,000,000;
  - 9.2 evidence of employer's liability insurance with a minimum cover of £10,000,000;
  - 9.3 food hygiene certificates (for all chefs that will be at the Property);
  - 9.4 a Council Hygiene Star Rating Certificate;
  - 9.5 a Risk Assessment and a Hazard Analysis Critical Control Point plan or plans; and
  - 9.6 two satisfactory references in relation to catering services previously provided for events at established conference and meeting venues.
10. The Tenant, the Landlord and the Trust shall each observe perform and comply with the provisions of the Community Use Covenants insofar as the same relate to the Victoria Hall and are not inconsistent with paragraphs 1-5 (inclusive) of this Part 2 Schedule 2.

### Annex C – Prince's Hall and Queen's Hall Plan

