

**THE CHARITY COMMISSION FOR ENGLAND AND WALES**

Under the power given in the Charities Act 2011

Orders that from today, the

this

**SCHEME**

will govern the charity

known as

**THE VICTORIA HALL TRUST**

at

Ealing, London

DRAFT

**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 (being 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 Second Respondent'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, 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 and 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 [x] ('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, and 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

‘Independent Trustees’ means individuals who are not members or employees and are not connected with members or employees of the Council.

‘the Leases’ means the together the head lease, under lease and sub 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.

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

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

“the Committee” means the Committee of the Executive set pursuant to Section 14(2) Local Government Act 2000.

## **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 4 of this scheme, the Victoria Hall 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) Queens Hall is designated land and any land which may be exchanged for Queens Hall pursuant to the power in clause 4(2) 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
  - (b) three elected members of the 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.
  - (c) Any member of the Committee absenting 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) Immediately after executing the Leases, the trustees of the Charity are the Existing Trustee and a minimum of two Independent Trustees (together "the trustees").
- 7) 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 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.

- 8) The trustees must keep a record of the name and address and the dates of appointment, re-appointment and retirement of each trustee.
- 9) No business shall be conducted at a meeting of the trustees unless at least two trustees are present throughout the meeting.
- 6) 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.
  - (c) Any charity trustee absenting 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
- 7) Minutes of the trustees must be kept in writing and retained by the trustees separately from the Council's records.
- 8) 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, if done before or at the same time as the Leases being executed, or the trustees, if done after the Leases had been executed, may exercise the following powers in furtherance of the objects of the Charity:

- 1) The Existing Trustee or the trustees may within six months from the date of this scheme enter into an agreement to exchange the property described in Part 3 of the schedule to this scheme with Queens Hall provided that the Existing Trustee or the trustees are satisfied that the terms of the agreement to exchange are in best the 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 7(3) of this scheme.

## 7. 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

### 8. 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 1 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</b>	<p>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 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>
<b>Access and boundaries</b>	The Leases must include a grant of an easement or other right of access as appropriate to ensure that the Charity’s property

	<p>can be accessed at all agreed times by the Charity and its Beneficiaries for the duration of the Lease.</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 of the Executive.</p>
<b>Income</b>	<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>
<b>Community use requirement for Victoria Hall</b>	<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 will be attached as Annex A to the Scheme once made.</p>
<b>Reserved use of Victoria Hall for the Council</b>	<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>



<b>Repair and maintenance obligations for Victoria Hall</b>	Will be in accordance with the Leases:
<b>Parties to the Leases</b>	<ul style="list-style-type: none"> <li>• The Council (Landlord) of the first part;</li> <li>• The Existing Trustee of the 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 that are not held on charitable and the Charity's property (Victoria Hall and Queen's Hall).</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 2 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 2 to this scheme.	Part of title number AGL135666

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