

DATED

2007

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TRUST DEED

for The Vine joint Church of England and  
Methodist Voluntary Aided School Cambourne Cambridgeshire

LEE BOLTON & LEE  
1 The Sanctuary  
Westminster  
London SW1P 3JT

THIS TRUST DEED made the \_\_\_\_\_ day of \_\_\_\_\_

Two thousand and three BETWEEN THE ELY DIOCESAN BOARD OF FINANCE (a charitable company) whose registered office is at Diocesan Office Bishop Woodford House Ely CB7 4DX and THE TRUSTEES FOR METHODIST CHURCH PURPOSES (a charitable body corporate) of No 1 Central Buildings Oldham Street in the City of Manchester (hereinafter together called the “the Holding Trustees”) of the first part THE ELY DIOCESAN BOARD OF EDUCATION AND TRAINING (hereinafter called the “Anglican Authority”) of the second part and THE TRUSTEES FOR METHODIST CHURCH PURPOSES (hereinafter called “the Methodist Authority”) of the third part

WHEREAS by a Transfer of even date herewith the property specified in the Schedule hereto (hereinafter called "the Property") was conveyed to the Holding Trustees upon the charitable trusts declared by this Deed.

NOW THIS DEED WITNESSES as follows:

1. THE Holding Trustees shall forthwith apply to the Charity Commissioners for England and Wales for an Order vesting the legal estate in the Property in the Official Custodian for Charities upon the trusts hereinafter declared

2. THE Property shall be held by the Official Custodian Upon Trust to permit the same and any buildings erected thereon to be used as a Voluntary Aided School to be called The Vine Church of England/Methodist Primary School (hereinafter called "the School").

3. (a) The Executive Trustees (constituted as hereinafter provided) may make such arrangements as they think fit for a Sunday School or Sunday Schools to be conducted on the premises

(b) SUBJECT thereto the Executive Trustees shall in regard to the use of the School premises out of school hours have the rights conferred on the Governors by the Education Acts and subject to the provisions of those Acts may use the Property or to permit it to be used for all or any of the purposes specified in Clause 5 of this Deed

4. (i) THE collective worship and religious education at the School shall be in accordance with the doctrines and practices of either the Church of England or The Methodist Church or both or such a combination of the two as the Bishop of the Diocese and the Chairman of the District may jointly decide.

(ii) THE Bishop of the Diocese and the Chairman of the District shall have the exclusive power of deciding jointly whether the character of collective worship and of the religious education given in the School is or is not in accordance with the provisions of this Deed.

5. SUBJECT to the foregoing trusts and so that nothing shall be done that is calculated to impede the Governing Body in carrying on the School :-

(1) The Executive Trustees may use the Property or permit it to be used for any charitable purposes.

(2) Subject and without prejudice to the provisions of the Education Acts the Executive Trustees may from time to time if and when the Property is not being used for educational purposes or for any purposes as aforesaid let the same for such social gatherings or other temporary or casual purposes as they shall from time to time think fit (subject to payment sufficient at least to repay the expenses incidental to the use in each case) but so as not to interfere with the general charitable character of the trust

(3) In no case shall the Property be used or be permitted to be used under the powers contained in this Clause 5 for any purpose which would in the opinion of the Bishop of the Diocese be inimical to the welfare of the Church of England or in the opinion of the Chairman of the District be inimical to the welfare of The Methodist Church.

6. IF :

(a) The Governing Body shall under the provisions of Section 30 of the School Standards and Framework Act 1998 (or any substituted or amending legislation) serve notice to discontinue the School or apply to the Secretary of State for leave to serve such a notice; or

(b) The Governing Body shall under the provisions of Section 29(2) of the School Standards and Framework Act 1998 (or any substituted or amending legislation) publish proposals for the discontinuance of the School; or

(c) The Property shall cease to be used for the purpose of a school;  
then from and after the happening of any such event the trusts declared in Clauses 2 3 4 and 5 of this Deed shall cease and determine and the Property shall be held upon the trusts following that is to say:

(i) The Executive Trustees shall either sell or lease the property or part thereof in any manner for the time being authorised by law Provided that such sale or letting may be postponed for not more than 3 years

(ii) Subject to any order direction or determination made by the Secretary of State under the Education Acts the Executive Trustees shall apply the proceeds of a sale or the rents and profits of a letting of the Property first in payment of the expenses of administration and (in the case of rents and profits) making provision for repairs and outgoings and secondly in applying the same in manner following that is to say:-

- (a) As to one half thereof for the benefit of Church of England voluntary and foundation schools (within the meaning of the School Standards and Framework Act 1998) in the Diocese of Ely or such other Church of England educational institutions within the Diocese to which funds held on the Uniform Statutory Trusts contained in Schedule 36 to the Education Act 1996 may be applied in such a manner as the Anglican Authority shall direct;
  - (b) As to the other half thereof in or towards such charitable educational purposes or such other charitable purposes whatsoever as the Methodist Authority shall direct.
7. (1) THE Executive Trustees shall when completed consist of:
- (a) Three persons being members of the Church of England to be appointed by the Anglican Authority;
  - (b) Three persons being members of The Methodist Church to be appointed by the Synod of the District.
- (2) EXECUTIVE TRUSTEES need not be members of the appointing body and shall be appointed for a term of three years.
- (3) IF there shall be a vacancy in the number of Executive Trustees a new Executive Trustee shall as soon as possible be appointed by the appropriate appointing body but the Executive Trustees shall have full power to act notwithstanding the fact that there is such a vacancy.
- (4) IF any Executive Trustee shall refuse to act or shall be absent from all meetings of the Executive Trustees during a period of twelve months he shall thereupon cease to be an Executive Trustee and the appropriate appointing body shall be notified of the vacancy.
- (5) THE Executive Trustees shall within six months of the date hereof hold a meeting at a time and place to be determined by the Anglican Authority and the Chairman of the District jointly and shall at such meeting make standing orders regulating the conduct of their business and shall notify the Anglican Authority and the Chairman of the District thereof Such standing orders may from time to time be varied (such variations to be notified as aforesaid) but shall at all times include provisions for:-
- (a) The holding of at least one meeting of the Executive Trustees a calendar year;
  - (b) The annual election of a chairman; and

(c) The number necessary to form a quorum.

8. IT IS HEREBY AGREED AND DECLARED by and between Anglican Authority and the Methodist Authority as follows :

(1) This Clause shall operate and have effect if the Governing Body publish proposals under Section 35 of the School Standards and Framework Act 1998 to change the category of the School from voluntary aided to some other category;

(2) If the decision to publish such proposals as aforesaid shall be:

(a) opposed by a majority in number of Anglican Foundation Governors, and

(b) supported by a greater number of Methodist Foundation Governors than Anglican Foundation Governors,

the Methodist Authority shall in the event of the approval of the proposals pay to the Anglican Authority a sum equal to the amount of the contribution of the Anglican Authority in or towards purchasing the Property and erecting the School buildings thereon.

(3) If the decision to make such application as aforesaid shall be:

(a) opposed by a majority in number of the Methodist Foundation Governors, and

(b) supported by a greater number of Anglican Foundation Governors than Methodist Foundation Governors,

the Anglican Authority shall in the event of the approval of the proposals pay to the Methodist Authority a sum equal to the amount of the contribution of the Methodist Authority in or towards purchasing the Property and erecting the School buildings thereon.

(4) In any other case no payment shall be made by either Authority to the other.

(5) For the avoidance of doubt it is hereby declared that the expressions "a majority in number of Anglican Foundation Governors" and "a majority in number of Methodist Foundation Governors" means a majority in number of the class of Foundation Governors in question actually holding office at the date of the meeting in question

9. THE provisions of this Deed may be altered or varied from time to time by the Anglican Authority and the Methodist Authority jointly PROVIDED ALWAYS that no such alteration or variation shall prevent property subject to the trusts hereof from being applied in satisfaction of any order direction or determination made by the Secretary of State under the Education Acts and save as aforesaid no such alteration or variation shall be made under which any property subject to the trusts hereof or the income of any such property shall become applicable to or for any object or purpose which is not legally charitable

10. IN this Deed the following expressions shall have the following meanings:

"The Diocese" means the Diocese of Ely or other the Diocese of the Church of England within which the School is for the time being situated

"The District" means the Methodist District within which the School is for the time being situated

"The Education Acts" means the Education Acts 1962 to 2006 and any statutory modification or re-enactment thereof for the time being in force

"The Governing Body" means the Governing Body for the time being of the School for the purposes of the Education Acts and "Foundation Governors" has a corresponding meaning:

"The Anglican Foundation Governors" means those Foundation Governors who are appointed by the Anglican Authority under the Instrument of Government relating to the School:

"The Methodist Foundation Governors" means those Foundation Governors who are appointed by the Synod of the District under the said Instrument:

"The Secretary of State" means the Secretary of State for Education and Skills

"The Property" includes all property for the time being subject to the trusts hereof.

IN WITNESS whereof these presents have been executed by the parties hereto as a deed the day and year first before written

THE SCHEDULE above referred to

Land at \*\*\*\*

THE COMMON SEAL of }  
THE ELY DIOCESAN BOARD OF FINANCE }  
was hereunto affixed in the presence of: }

THE COMMON SEAL of }  
THE TRUSTEES FOR METHODIST CHURCH PURPOSES }  
was hereunto affixed with the sanction of the }  
two members whose signatures are hereto subscribed }