

DATED 24 December

2005

THE PARISH COUNCIL OF OLD MARSTON

-and-

THE SCOUT ASSOCIATION TRUST CORPORATION

COUNTERPART
L E A S E

relating to land at Boults Lane,
Old Marston in the County of Oxford

THIS LEASE is made the 29th day of December Two thousand and five
BETWEEN THE PARISH COUNCIL OF OLD MARSTON in the County of Oxford
(hereinafter called "the Landlord" which expression shall where the context so admits
include the person for the time being entitled to the reversion immediately expectant
on the terms hereby created) of the one part and THE SCOUT ASSOCIATION
TRUST CORPORATION a company limited by guarantee and registered as a charity
under number 306102 whose registered office is Gilwell Park Chingford London E4
7QW as Trustee for the 43rd Oxford (St. Nicholas) Old Marston Scout Group of the
Scout Association (hereinafter called respectively "the Corporation" and "the Group")
of the other part

WHEREAS:-

- (a) The Group is a body formed and recognised by The Scout Association in
accordance with its rules and is registered as a charity under number 284976
- (b) These presents are intended to be supplemental to a Declaration of Trust made
by the Corporation on the Twentieth day of March One thousand nine hundred
and sixty-nine and entitled "the Scout Trust Deed of 1969"

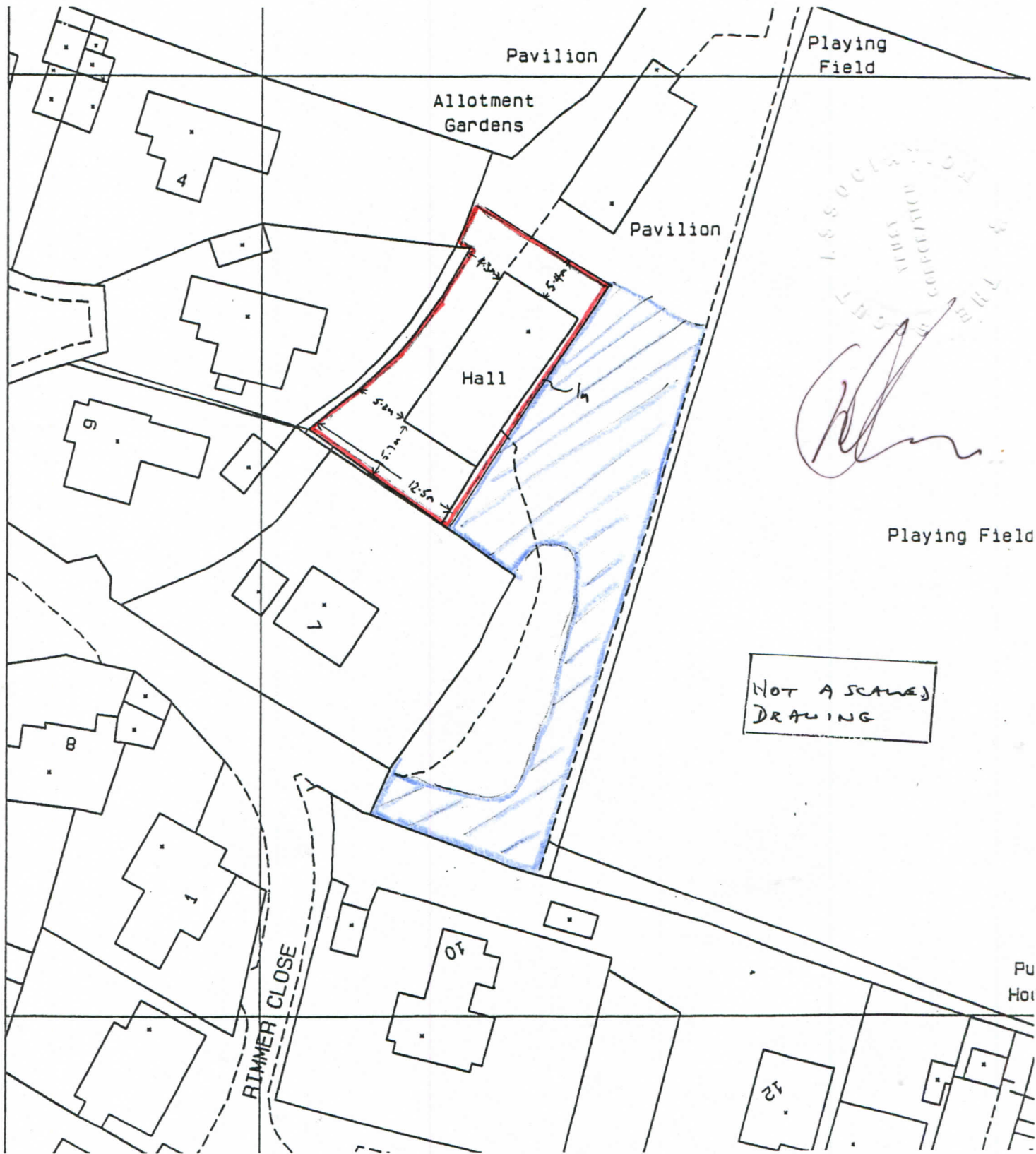
WITNESSETH as follows:-

1. IN CONSIDERATION of the rent hereinafter reserved and of the covenants
on the part of the Corporation hereinafter contained the Landlord hereby demises unto
the Corporation ALL THAT land at Boults Lane Old Marston in the County of
Oxford as the same is edged red on the plan annexed hereto (hereafter called "the
demised premises") and which forms part of the land belonging to the Landlord and
registered with title absolute under Title Number ON212755 at HM Land Registry
together with part of the land belonging to the Landlord and registered with possessory title at
HM Land Registry under Title Number ON251454 Together with the rights specified in

the Schedule hereto TO HOLD the same unto the Corporation upon trust for the general charitable purposes of the Group in accordance with the Declaration of Trust hereinbefore recited for the term of twenty-five years from the 1st January 2003 paying therefor during the said term the yearly rent of five pounds per annum by one instalment on the execution hereof and on the first day of January in each year for the duration of these presents

2. THE CORPORATION hereby covenants with the Landlord as follows:-

- (a) to pay the rent hereby reserved on the days and in the manner aforesaid without any deduction
- (b) to pay and discharge all rates taxes assessments impositions duties charges and outgoings of a periodically recurring and non-capital nature whether parliamentary local or otherwise which now or may hereafter become payable upon the demised premises either by the owner or occupier thereof
- (c) to use the demised premises and any building erected thereon for the normal activities of a local Scout Group organised and run within the bounds of the County of Oxford and purposes ancillary thereto and for no other purpose whatsoever
- (d) not to erect any new building on the demised premises nor to make any alterations to buildings erected thereon hereafter (save for alterations of a purely internal nature) without obtaining the approval in writing of the Landlord to the plans and specifications thereof and without obtaining planning approval and all other requisite permissions from local and other authorities and to erect such buildings or make such alterations in conformity with such plans and specifications and planning approval and permissions
- (e) at all times during the said term to keep the demised premises and any buildings erected thereon in good repair and condition



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3. THE LANDLORD hereby covenants with the Corporation that the Corporation paying the rent hereby observed and performing and observing the covenants and conditions hereinbefore contained and on the part of the Corporation to be performed and observed shall peaceably hold and enjoy the demised premises during the term hereby granted without any lawful interruption or disturbance by the Landlord or any person claiming under him

4. PROVIDING ALWAYS and it is hereby agreed and declared as follows:-

- (1) if the rent hereby reserved or any part thereof shall at any time be in arrear or unpaid for twenty-one days after the same shall have become due (whether legally demanded or not) or if the Corporation shall at any time fail or neglect to perform or observe any of the covenants or conditions herein contained and on their part to be performed and observed then and in such case the Landlord may re-enter upon the demised premises or any part thereof in the name of the whole and henceforth hold and enjoy the same as if this Lease had not been granted but without prejudice to any action or remedy for any antecedent breach of covenant by the Corporation
- (2) that the liability of the Corporation under the covenants herein contained and on the part of the Corporation to be performed and observed and the liability under such covenants of its successors in title being trustees or trustee for the time being of the Group shall be limited to the amount of the assets of the Group but nothing herein contained shall affect any powers or remedies of the Landlord in respect of any breach non-performance or non-observance of the said covenants except as regards the corporate liability of the Corporation and its successors in title being such trustee as aforesaid

- (f) to permit the Landlord and any person or persons authorised by them upon giving forty days written notice to the Corporation (except in the case of an emergency) at all reasonable times to enter upon and examine the condition of the demised premises and any building erected thereon and thereupon the Landlord may serve upon the Corporation notice in writing specifying any repairs necessary to be done by the Group under the foregoing sub-clause hereof and require the Corporation forthwith to execute the same and if the Corporation shall not within twenty-one days after the service of such Notice commence and proceed diligently with the execution of such repairs then to permit the Landlord to enter upon the demised premises and execute such repairs and the costs thereof shall be a debt due to the Landlord and be forthwith recoverable as rent in arrear
- (g) to insure the buildings on the demised premises against the usual risks with the full reinstatement value thereof together with professional fees in the office of a reputable Insurance Company and to produce to the Landlord on demand for inspection evidence of such insurance
- (h) not to assign under or part with possession of the demised premises or any part thereof
- (i) if required by the Landlord to erect and thereafter to maintain in good condition on the northern boundary of the demised premises a good and substantial fence
- (j) to erect and thereafter to maintain on the eastern side of the demised premises a physical boundary line or other mark on the ground
- (k) at the expiration or sooner determination of the said term peaceably to surrender and yield up to the Landlord the demised premises

5. THE DEMISED premises will as a result of these presents be held by the Corporation in trust for a charity known by the name of the Group which is not an exempt charity and the restrictions on dispositions imposed by Section 36 of the Charities Act 1993 will apply subject to sub-section (9) of that Section

6. THE LANDLORD hereby confirms that this disposition has been sanctioned by order of the Charity Commissioners and the demised premises are held by the Landlord a non-exempt charity but this lease is one falling within paragraph (b) of Section 36(9) of the said Charities Act 1993

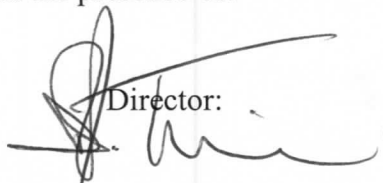
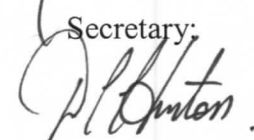
IN WITNESS where as Members of the Parish Council of Old Marston have hereunto executed and the Corporation has caused its Common Seal to be hereunto affixed the day and year first before written

THE SCHEDULE before referred to

1. Full right and liberty for the Group and its servants and licensees in common with the Landlord and all other persons having the like right with or without vehicles and animals at all times and for all purposes connected with the demised premises but not for any other purpose to pass and repass to and from the demised premises or any part thereof over and along the land and road or way leading from the demised premises to Boults Lane aforesaid the approximate position of which is shown hatched blue on the said plan annexed hereto
2. the right to construct use maintain repair and replace over the adjoining land of the Landlord drains watercourses pipes wires and cables and to connect to (so far as the Landlord can grant the same) the sewer water or gas mains and telephone or electric wires or cables laid in or under adjoining land of the Landlord the person or persons from time to time exercising these rights

obtaining all necessary or proper consents for such connections and doing as little damage as possible to any such adjoining land of the Landlord or and making good promptly any damage

THE COMMON SEAL OF THE SCOUT
ASSOCIATION TRUST CORPORATION
was hereunto affixed in the presence of:-

Director:

Secretary:




COUNTERPART LEASE

50p with

THIS LEASE is made the seventeenth day of September

One thousand nine hundred and eighty two BETWEEN THE
PARISH COUNCIL OF MARSTON in the County of Oxford



(hereinafter called "the Landlord" which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the terms hereby created) of

the one part and THE SCOUT ASSOCIATION TRUST

CORPORATION whose registered office is Baden-Powell House Queen's Gate London SW7 5JS as Trustee for the 43rd Oxford (St. Nicholas) Old Marston Scout Group of the Scout Association (hereinafter called respectively "the Corporation" and "the Group") of the other part

WHEREAS:-

(a) The Corporation has been incorporated for the purpose amongst others of accepting and holding as Trustee for the Scout Association of any unit thereof real and personal property of all kinds and has been duly authorised to act as a Trust Corporation in relation to such Trusts

(b) The Group is a body formed by the Scout Association in pursuance of its Royal Charter of Incorporation and is recognised by that Association in accordance with its rules

(c) These presents are intended to be supplemental to a Declaration of Trust made under the seal of the Corporation dated the Twentieth day of March One thousand nine hundred and seventy nine and entitled

^{Scout}
"the Trust Deed of 1969"

WITNESSETH as follows:-

1. IN CONSIDERATION of the rent hereinafter reserved and of the covenants on the part of the

Corporation hereinafter contained the Landlord hereby demises unto the Corporation ALL THAT land at Boults Lane Marston in the County of Oxford as the same is edged red on the plan annexed hereto (hereinafter called "the demised premises") Together with the rights specified in the Schedule hereto TO HOLD the same unto the Corporation upon trust for the general charitable purposes of the Group in accordance with the Declaration of Trust hereinbefore recited for the term of twenty one years from the ^{1st day of January 1981} ~~date hereof~~ paying therefor during the said term the yearly rent of Five pounds per annum by one annual instalment on the ^{1st} day of ^{January} each year the first of such payments to be made on the date hereof

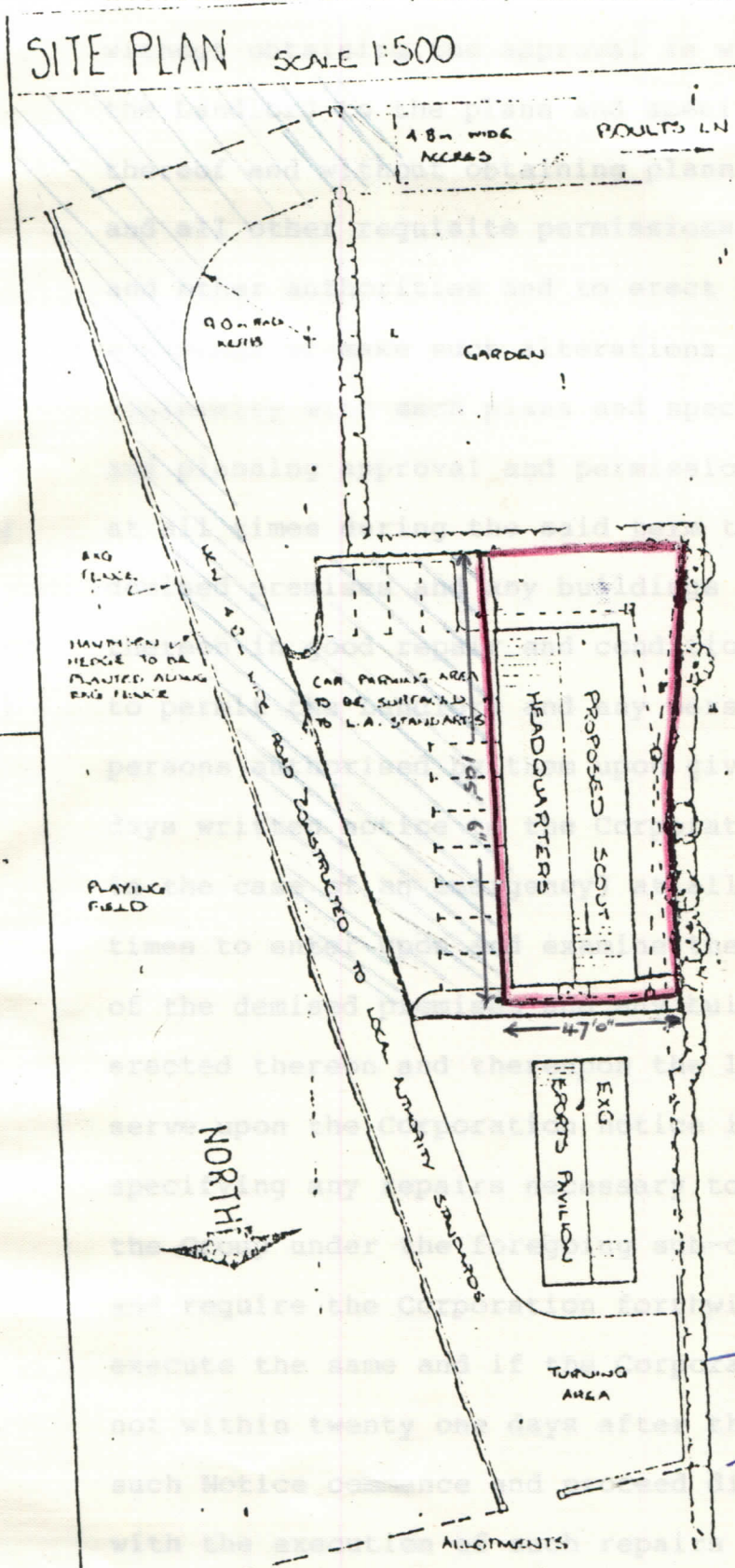
2. THE CORPORATION hereby covenants with the

Landlord as follows:-

- (a) to pay the rent hereby reserved on the days and in the manner aforesaid without any deduction
- (b) to pay and discharge all rates taxes assessments impositions duties charges and outgoings of a periodically recurring and non-capital nature whether parliamentary local or otherwise which now or may hereinafter become payable upon the demised premises either by the owner or occupier thereof
- (c) to use the demised premises and any buildings erected thereon for the normal activities of a local Scout Group organised and run within the bounds of the County of Oxford and purposes ancillary thereto and for no other purpose ~~whatsoever~~
- (d) not to erect any new building on the demised

premises not to make any alterations to
buildings erected thereon hereafter (save for
alterations of a purely internal nature)

SITE PLAN SCALE 1:500



MEMBER OF THE BOARD
OF MANAGEMENT

SECRETARY

thereof shall be a debt due to the Landlord and

premises nor to make any alterations to buildings erected thereon hereafter (save for alterations of a purely internal nature) without obtaining the approval in writing of the Landlord to the plans and specifications thereof and without obtaining planning approval and all other requisite permissions from local and other authorities and to erect such buildings or make such alterations in conformity with such plans and specifications and planning approval and permissions

(e) at all times during the said term to keep the demised premises and any buildings erected thereon in good repair and condition

(f) to permit the Landlord and any person or persons authorised by them upon giving forty days written notice to the Corporation (except in the case of an emergency) at all reasonable times to enter upon and examine the condition of the demised premises and any buildings erected thereon and thereupon the landlord may serve upon the Corporation notice in writing specifying any repairs necessary to be done by the Group under the foregoing sub-clause hereof and require the Corporation forthwith to execute the same and if the Corporation shall not within twenty one days after the service of such Notice commence and proceed diligently with the execution of such repairs then to permit the Landlord to enter upon the demised premises and execute such repairs and the costs thereof shall be a debt due to the Landlord and

- be forthwith recoverable as rent in arrear
- (g) to insure the demised premises and any buildings thereon against the usual risk with the full reinstatement value thereof together with professional fees in the office of a reputable Insurance Company
 - (h) not to assign underlet or part with possession of the demised premises or any part thereof
 - (i) to erect and thereafter to maintain in good condition on the northern boundary of the demised premises a good and substantial fence
 - (j) to erect and thereafter to maintain on the eastern side of the demised premises a physical boundary line
 - (k) at the expiration or sooner determination of the said term peaceably to surrender and yield up to the Landlord the demised premises

3. THE LANDLORD hereby covenants with the

Corporation that the Corporation paying the rent hereby reserved and performing and observing the covenants and conditions hereinbefore contained and on the part of the Corporation to be performed and observed shall peaceably hold and enjoy the demised premises during the term hereby granted without any lawful interruption of disturbance by the Landlord or any person claiming under him

4. PROVIDED ALWAYS and it is hereby agreed and declared as follows:-

- (1) if the rent hereby reserved or any part thereof shall at any time be in arrear or unpaid for ~~twenty one days after the same shall have~~ become due (whether legally demanded or not) or

if the Corporation shall at any time fail or neglect to perform or observe any of the covenants or conditions herein contained and on their part to be performed and observed then and in such case the Landlord may re-enter upon the demised premises or any part thereof in the name of the whole and henceforth hold and enjoy the same as if this Lease had not been granted but without prejudice to any action or remedy for any antecedent breach of covenant by the Corporation

- (2) that the liability of the Corporation under the covenants herein contained and on the part of the Corporation to be performed and observed and the liability under such covenants of its successors in title being trustees or trustee for the time being of the Group shall be limited to the amount of the assets of the Group whether or not in its hands but nothing herein contained shall affect any powers or remedies of the Landlord in respect of any breach non performance or non observance of the said covenants except as regards the corporate liability of the Corporation being such trustee as aforesaid

IN WITNESS where

as Members of the Parish Council of Marston have hereunto set their hands and seals and the Corporation has caused its Common Seal to be hereunto affixed the day and year first before written

THE SCHEDULE before referred to

1. Full right and liberty for the Group and its servants and licensees in common with the Landlord and all other persons having the like right with or without vehicles and animals at all times and for all purposes connected with the demised premises but not for any other purpose to pass and repass to and from the demised premises or any part thereof over and along the land and road or way leading from the demised premises to Boults Lane aforesaid the approximate position of which is shown hatched blue on the said plan annexed hereto

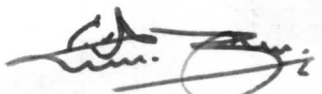
2. the right to construct use maintain repair and replace over the adjoining land of the Vendor drains watercourses pipes wires and cables and to connect to (so far as the Landlord can grant the same) the sewer water or gas mains and telephone or electric wires or cables laid in or under adjoining land of the Landlord the person or persons from time to time exercising these rights obtaining all necessary or proper consents for such connections and doing as little damage as possible to any such adjoining land of the Vendor and making good promptly any damage

SIGNED SEALED AND DELIVERED
by

in the presence of:-

}
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}

THE COMMON SEAL of THE
SCOUT ASSOCIATION TRUST
CORPORATION was hereunto
affixed in the presence of:-


J.N. Skene

}
}
}
}
}
Member of the Board of Management

Secretary



DATED

17th September

1982



THE PARISH COUNCIL OF MARSTON

- to -

THE SCOUT ASSOCIATION TRUST
CORPORATION

L E A S E

relating to land at Boults Lane,
Marston in the County of Oxford.

Sealed 12th November 1980

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80.

County - Oxfordshire.
Parish - Marston.
Charity - Recreation Ground.

L5.
304,330/1.

Scheme.

C H A R I T Y C O M M I S S I O N .

In the matter of the Charity known as the
Recreation Ground, in the Parish of
Marston, in the County of Oxfordshire,
comprised in a conveyance dated the
26th November 1936; and
In the matter of the Charities Act, 1960.

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

S C H E M E .

The Marston Parish Council, the Trustee of the
above-mentioned Charity, may grant a lease to The Scout
Association Trust Corporation of the land specified in
the schedule hereto and belonging to the Charity for a
term of not more than 21 years and otherwise upon such
terms as the Charity Commissioners approve.

1542-10-7-80

SCHEDULE.

Land containing not more than 400 square yards or thereabouts situate at Marston in the County of Oxfordshire being part of and lying within the western boundary of the land comprised in a deed of exchange made on the 31st July 1973 between The Council of the Administrative County of Oxford of the one part and The Parish Council of Marston of the other part.

Sealed by Order of the Commissioners this 12th day
of November 1980.



J. K. Pen
ASSISTANT COMMISSIONER

L.S.

THE CHARITY COMMISSIONERS FOR ENGLAND AND WALES

Under the power given in the Charities Act 1993

Order that from today, the

10 December 2001

the following

SCHEME

will affect the trusts of the charity

known as

RECREATION GROUND (304330)

at

Old Marston, Oxfordshire

Commissioners' References:

Sealing: W186(S)01

Case No:238378




ASSISTANT COMMISSIONER

Lease of land

The trustee of the charity (Marston Parish Council) may grant to the trustees of the charity known as The Scout Association Trust Corporation (306102), an extension of the lease of land identified in the schedule to this scheme, for the purposes of a Scout Hut for a term not exceeding 25 years. The trustee 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.

SCHEDULE

Land at Old Marston, Oxfordshire, with the building thereon known as the Scout Hut. The land is described in a lease of 17th September 1982 which was made between Marston Parish Council and two others of the one part, and a Member of the Board of Management and one other of the other part on behalf of The Scout Association Trust Corporation.

