

John Crossling
County Officer
Warwickshire & West Midlands Association of Local Councils

15 March 2017

Our Reference: Warw 17/323
Your Reference: Nalcleg06-2017

By Email only – johnc@walc.org.uk

Dear John

Client: Ettington Parish Council
Subject Matter: Lease

Thank you for your email of 28 February 2017. Ettington Parish Council (“the Council”) has requested advice concerning land it leases to a community centre, Ettington Community Centre. The Council has asked for a legal opinion on some of the clauses of the lease.

The lease

The copy of the lease of part I have seen is dated 8 April 2002 and concerns land at Rogers Lane, Ettington. The lease is made between the Council as landlord and four named trustees and the Council as the tenant. I am confused as to how the Council is both landlord and tenant. The definitions clause 1 of the lease provides that there is a charity, the Ettington Community Trust. Reference is made in clause 1 (m) to the trustees and a management committee and a trust deed dating from 23 February 2000 which I have not seen. It would appear that this is a charity which is run by a management committee, with a custodian trustee holding the title to the charitable assets only. The situation appears to be an irregular one in that the Council owns land subject to a charitable trust which has then been leased to the Council.

I advise generally as to the specific questions that they should be put to the Council’s solicitors who drafted the lease and would be the appropriate persons to answer them.

The Council’s role in the charity is unclear. I would expect the trust deed to confirm the identities of the custodian trustees and management committee. I advise generally on the basis the land is subject to a charitable trust and there is a committee of management that all decisions about the land would be taken by the managing trustees. However I cannot be more definitive on the basis of the instructions.

I hope this has been of assistance.