

DATED

3<sup>rd</sup> August

1978

CAMBRIDGESHIRE COUNTY COUNCIL

and

THE TRUSTEES OF HARDWICK  
VILLAGE HALL AND SOCIAL CLUB

AGREEMENT

relating to finance and use of  
Hardwick Community Primary School

A. P. Johnson  
County Secretary  
Cambridge.

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THIS AGREEMENT is made the 3<sup>rd</sup> day of August 1978  
BETWEEN CAMBRIDGESHIRE COUNTY COUNCIL (hereinafter called "the  
Council") of the one part and GORDON MAURICE COLES of 99 Cambridge  
Road Hardwick in the County of Cambridgeshire ETHEL FIELDHOUSE of  
Lenton Farm 28 Main Street Hardwick aforesaid and PETER OWEN  
RICHARDSON of 25 Cambridge Road Hardwick aforesaid (hereinafter  
called "the Trustees") of the other part

WHEREAS

- (1) The Trustees are the trustees of the Charity known as Hardwick Village Hall and Social Club (hereinafter called "the Charity")
- (2) The Council is the Local Education Authority for Cambridgeshire and is desirous of erecting the primary school to be known as Hardwick Community Primary School (hereinafter called "the School") in the Parish of Hardwick aforesaid at a cost of One Hundred and Ninety Five Thousand Three Hundred and Fifty Six Pounds (£195,356)
- (3) The School buildings are to be erected in accordance with the plan annexed hereto
- (4) The Trustees are desirous of contributing the sum of Thirty Two Thousand Four Hundred and Thirty Two Pounds (£32,432) towards the above mentioned cost of the erection of the school which represents Sixteen point Six (16.6) per cent of the total cost of the school
- (5) The said sum of Thirty Two Thousand Four Hundred and Thirty Two Pounds (£32,432) to be contributed by the Trustees will enable the erection of the buildings edged red on the said plan (hereinafter called "the Community Facilities")
- (6) Part of the said sum of Thirty Two Thousand Four Hundred and Thirty Two Pounds (£32,432) to be contributed by the Trustees

represents the permanent endowment of the Charity

(7) The Council is the Owner of the land on which the School is to be erected and will be the Owner of all the school buildings erected or to be erected as aforesaid

(8) It is the intention of the Council that the School will be a Community School and as such will pursue a wider role than the education of children in that the community facilities will be available for use by the Trustees or persons or bodies authorised by the Trustees for purposes beneficial to the inhabitants of Hardwick

NOW IT IS HEREBY AGREED as follows:-

1. In consideration of the sum of Two Thousand Seven Hundred and Two Pounds Sixty Six Pence (£2702.66) now paid by the Trustees to the Council (the receipt whereof the Council hereby acknowledges) and the covenant on the part of the Trustees hereinafter contained the Council hereby licences and authorises the Trustees and all other persons or bodies authorised by the Trustees to enter upon the site of the Community Primary School at Hardwick aforesaid and to use the Community facilities in connection with activities arranged for the benefit of the inhabitants of Hardwick
2. The Trustees hereby covenant with the Council that they the Trustees will pay to the Council on the first day of each month following the date of this Agreement the sum of £2702.66 each month for a period of 11 months
3. There shall be a single Managing Body for the School comprising the following representative membership  
The Council 6 members

Hardwick Parish Council 3 members

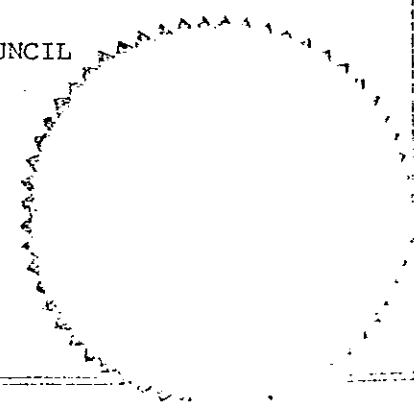
4. The Managing Body will be empowered to determine the charges to be paid by bodies persons or organisations that use the school premises for activities other than those of the Council or of the Trustees for use extraneous to use as a community primary school and any revenue received from such extraneous use, after payment to the Council of its out of pocket expenses including but not restricted to heating lighting and non-teaching staff wages necessitated by such extraneous use, shall be divided between the Trustees and the Council in such proportions as the Managing Body shall determine
5. (a) In the unlikely event of the Council deciding that the school should no longer be a community school the Council will serve not less than twelve months notice of that decision on the Trustees and will either provide the Trustees with reasonably suitable alternative accommodation or will compensate the Trustees for loss of the facilities enjoyed by the Trustees under this Agreement in accordance with the provisions of Clause 6 hereof
- (b) In the event of the Trustees wishing to terminate their interest under this Agreement the Trustees will serve not less than twelve months notice of that intention on the Council and the Council will either provide reasonably suitable alternative accommodation for the Trustees or will compensate the Trustees in accordance with the provisions of Clause 6 hereof

6. Any compensation to be paid under Clause 5 hereof shall be determined by agreement and will be assessed on the basis of the open market value of the buildings only at the date of service of the notice mentioned in Clause 5 hereof on the basis of the assumption that use of the School premises is restricted to that of a school and community use PROVIDED that the Trustees shall not be entitled to receive compensation hereunder which exceeds 16.6 per cent of the open market value aforesaid calculated by reference to the buildings erected or to be erected pursuant to the intention declared in the recitals hereto
7. Any dispute under or arising out of this Agreement shall be referred to a single arbitrator to be agreed upon by the parties hereto or in default of ~~the~~ agreement to be nominated by the President for the time being of the Institute of Chartered Surveyors in accordance with and subject to the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Trustees have hereunto set their hands and seals the day and year first before written


THE COMMON SEAL of CAMBRIDGESHIRE COUNTY COUNCIL was hereunto affixed in the presence of:-

Deputy *A. M. Ditham*  
County Secretary




SIGNED SEALED and DELIVERED by the  
said GORDON MAURICE COLES  
in the presence of:-

*L. E. West,*  
*27, Cambridge Road,*  
*Hardwick, Cambs.,*  
*Retired.*


*G. M. Coles* 

SIGNED SEALED and DELIVERED by the  
said ETHEL FIELDHOUSE  
in the presence of:-

*M. Ann Hay*  
*4, Keston Close*  
*Hardwick*  
*School Teacher*

*Ethel H. Fieldhouse* 

SIGNED SEALED and DELIVERED by the  
said PETER OWEN RICHARDSON  
in the presence of:-

*P. O. Richards*   
*R. J. Lewis Smith*  
*23 Cambridge Road*  
*Hardwick*  
*Cambridge*  
*Research Biologist.*