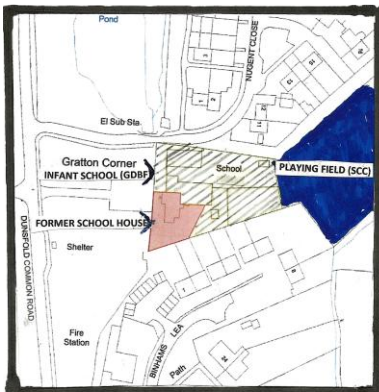


Historical Information

(Kindly supplied by Alan Ground, former chair of Dunsfold Village School Trust)

For all now charged with considering what should, and should not, be done with the school site, all should be fully aware of its history and status from its foundation in 1839, through its closure in July 2004 and the 21 years since then. Despite much activity, effort and expense on the part of the village from 2003 - 2015 and Dunsfold Village School Trust (DVST) from 2013 to 2019, the listed infant school buildings remain empty, boarded up and deteriorating.

The history and trust status of the site up to 2003



The freehold of the infant school (shaded part) is owned by GDBF, the pink former School House was owned by SCC until its recent sale on the open market. The blue playing field is owned by SCC.

The Dunsfold educational trusts broadly follow the Will of the Founder Katharina Woods and the Foundation Plaque which says that “the Schools were built in 1839 for the education of children resident in the Parish of Dunsfold”.

The Godman family of Hascombe supported the school’s foundation and had a major role in managing the school up to 1951. The school was built on their land within their Burgate Estate which was later expanded to the Park Hatch Estate. In 1951 Joseph Godman sold the Park Hatch Estate, including the school site, to the Duke of Westminster.

The Duke died and his Executors in 1957 gave the infant school, dining annexe and play ground to the Guildford Diocesan Board of Finance (GDBF) in 1957 on trust to use the property “for the purpose of a Church of England School for the education of children and adults or children only and for no other purpose”. At the same time the Executors leased the School House (then being used as a residence for the head teacher) to GDBF on a repairing lease at £52 per annum, for which GDBF secured an indemnity from the Dunsfold Parochial Church Council (PCC).

In 1959 the Duke’s Executors transferred the freehold of the School House to Surrey County Council (SCC), subject to GDBF’s yearly tenancy, for a purchase price of £1000, a price possibly related to the yield from the yearly tenancy. PCC were released from the above indemnity to GDBF.

In the 1970’s the adjacent field (the Playing Field) to the east of the school site was conveyed by a villager to SCC to be used as a playing field for the school as long as the school existed.

From 1989 the School House became empty after it ceased to be used as a teacher’s residence. From about 1996 SCC were considering a sale of the School House. A Waverley Councillor with local support put forward proposals to SCC for the use of the school house for Nursery education, though without result.

In 1994 the administration of the infant school was entrusted to the Governors of St Nicolas Church of England Junior School in Cranleigh (The Governors).

2003 - 2019

In **May 2003** the newly elected Dunsfold Parish Council (DPC) of which I was chairman, was soon informed of parents' concerns about the future of the school because some teachers were being moved to the Governors' Cranleigh site and one new teacher was being recruited for Dunsfold School for the year from September 2003. The Governors were contacted by DPC and denied that there was any threat to the continuation of the school.

The concern remained however and DPC set up Dunsfold School Working Party (DSWP), which I was asked to chair, to look into the position resulting from the following known decisions of the Governors:-

- **On 26th June 2003** the Governors informed parents that all three qualified teachers were to be replaced by one new full-time teacher on a one year contract from September 2003 to teach all three year groups.
- **By a letter of 17th July 2003** Governors gave parents notice of a meeting on 22nd July 2003 "to explain the reasons for the current thinking which is to discontinue educational provision at Dunsfold annexe from September 2004 ahead of publication of statutory notices". They stated that the 'run-off' of the existing Dunsfold cohort at Cranleigh would be without any Reception teaching and they intended to publish statutory notices in the August vacation leading to a Decision of the Surrey Schools Organisation Committee (SSOC) in October after SSOC consultation. The Governors in these actions were being advised by the Guildford Diocesan Board of Education (GDBE).
- **19th August 2003** I as chairman of DSWP, with villagers' support obtained an injunction from the High Court to stop the publication of Statutory Notices during the vacation on the grounds that the Governors had not complied with Statutory pre-publication consultation requirements. Costs were awarded against the Governors.
- **1st September 2003** The Governors published a proposal to "transfer KS1" or "the annexe" to the main site at Cranleigh from September 2004 seeking comments from interested parties by 21st September. This proposal was still contrary to the pre-publication requirements.
- **22nd October 2003** A further public notice was issued by Governors proposing to transfer "the annexe" from Dunsfold to Cranleigh with effect from September 2004 thus ending infant education in Dunsfold and seeking comments by 30th November.
- **27th November 2003** DSWP issued a comprehensive submission to the Governors objecting to the above conflicting public announcements, and their failure to justify their proposals. The submission included schedules of children attending and intending to attend in the immediate future, the support of 70 parents of children at, or who wished to go to, the school, and proposals to improve the buildings and add nursery provision, all supported by 220 villagers. No response was received.
- **19th December 2003** The Governors publish a Statutory Notice stating that the Governors propose "to cease education at the Annexe of the School in Dunsfold and transfer the education of Foundation and Key Stage 1 pupils (4-7 year olds), complete with their facilities" to the Cranleigh site from 1st September 2004. It stated: "The proposals will be implemented by the Governors of St Nicolas Primary School and the Guildford Diocesan Board of Education in conjunction with the Surrey Local Education Authority". Objections could be made to the SSOC within six weeks of the Notice.

Commentary:

- (i) It was later discovered in relation to these differing Notices that the Governors on 4th June 2003 had resolved privately (but informed Guildford Diocesan Board of Education (GDBE)) to discontinue education at the Dunsfold site in September 2004 but **not** to transfer infant education to Cranleigh;*
- (ii) On 4th July 2003 the Governors had written to the GDBE to say that their 4th June resolution was to discontinue KS1 and not to transfer infant education to Cranleigh which would be "quite wrong", and that it was not acceptable for the Governors to consult on the basis of becoming an all-through primary school, which they said would be an affront to Cranleigh infants.*
- (iii) If the 19th December proposals were ultimately to be approved they would create statutory obligations for the Governors, GDBE, and SCC/LEA to "implement" the transfer of infant education to the Governors' Cranleigh site, and put GDBE in breach of trust obligations to use the Dunsfold School building for infant education unless some new compliant use of the Dunsfold Buildings was put in place.*

- **27th January 2004** DSWP issued a comprehensive submission to SSOC objecting to the proposals which were untenable and, given the Governors' previous decisions, were not supported by the Governors themselves. Objections were also submitted by parents and villagers and the Chairman of Dunsfold Parochial Church Council (PCC).
- **9th February 2004** The SSOC meeting was held at the SCC HQ in Kingston. For Dunsfold it was attended by DSWP and a large number of parents and villagers. DSWP was supported by 220 people in and around the village including 70 parents and an education lawyer attending on our behalf without charge because of his concern about the matter.

Two of the four SSOC groups (the Schools Group and the Church of England (C of E) Group rejected the proposal, the C of E Group thus voting against the position of GDBE and Governors who both said " that the transfer of Dunsfold education to Cranleigh was the only way forward to improving educational standards at the school".

The Schools Group expressed reservations on the grounds inter alia that the Governors were known to want to revert to Junior only status, and not implement the transfer of infant places. The third Group (the Roman Catholic Group) abstained.

The only Group in favour was the Members group, predominantly Cllrs of SCC which through its LEA role would be guaranteeing implementation of the transfer of education from Dunsfold to Cranleigh, and in its property role had an interest in the Dunsfold site through its ownership of the Dunsfold School House and the Playing Field.

Because the SSOC Groups had voted against but not been unanimous it was open to the Governors and GDBE either to drop the proposals or refer them to the Schools Adjudicator for decision. The Governors and GDBE decided to press on with adjudication.

- **2nd April 2004** The Adjudicator decided in favour of the proposals with a Report that looked like a rejection. He did not think the proposed arrangements were a long term solution and that St Nicholas would still be a 'very unbalanced school with the infants accommodated in buildings that are far from ideal.' He had been told that the Cranleigh site had currently no provision for the Dunsfold children and that expenditure of some £50k would require to be spent to convert a Horsa Block for their accommodation.
- The Adjudicator said he saw nothing to support the claim, made by DSWP and also the Schools Group, that 'the proposals were not supported by the Governors themselves'.

Commentary:-

- (i) *On 13th June 2006 (as was later discovered) the Governors proposed to SSOC a change in the age-range at their school to remove the 60 infant places, and thus have junior only status. The list of consultees on this proposal to the SSOC did not include any person or body in Dunsfold, in spite of the fact that GDBE and the Governors had promoted the original proposals as 'the transfer of Dunsfold education'. The minutes of the SSOC meeting recorded a statement by the Governors that there were no infants being educated at the Cranleigh site and that the 'rather poor Horsa accommodation would be de-commissioned'.*
- (ii) *As a result of the Adjudicator's decision the Governors, GDBE and the SCC/LEA had statutory duties to implement the Transfer Proposals of the 19th December 2003. Failure to carry out such duties can amount to misfeasance in a public office.*
- (iii) *Also as a result of the Adjudicator's decision to approve removal of the infant annexe to Cranleigh GDBE became in breach of the user trusts of the empty Dunsfold school buildings unless and until the breach was rectified.*

SEQUENCE OF EVENTS POST CLOSURE OF THE DUNSFOLD SCHOOL SITE IN JULY 2004

INITIAL NURSERY SCHOOL PROPOSAL REJECTED BY GDBF

Summer 2004 The Rector of Dunsfold, Geoffrey Willis and I, as chairman of DPC and DSWP, asked to meet the GDBF/GDBE about the Dunsfold site. We proposed to them that the empty school could and should initially be used as a Dunsfold C of E Nursery School which we would set up. The reaction was negative. The Rector had previously complained to

to the Adjudicator that in relation to the proposals GDBF had a hidden agenda. He now formed the view that the GDBF were bent on selling the school site

December 2004 DPC set up a Nursery School which became the Chestnut Tree in Foulston Hall at KGV (where a previous nursery school had been set up by Lady Nugent and run by parents) giving two qualified teachers a licence to occupy the Hall for limited hours each day during term time. The express purpose was for the school to succeed and be capable of transferring to the empty school site as a permanent home as soon as possible.

CHARITY COMMISSION ALERTED TO SCHOOL SITE TRUSTS

DPC obtained, and brought to the attention of GDBF, and the Charity Commission (CC), Counsel's opinion that GDBF were in breach of the Trust purposes of the Dunsfold site which required an educational use. It was stressed that these aims should be carried out and the village wanted to take steps to make this happen. Discussions did not make progress. CC noted the existence of the trust purposes.

GDBF APPLY TO SOS FOR A S.554 ORDER TO ENABLE SALE OF THE SCHOOL SITE ON THE OPEN MARKET

2006 GDBF applied to the SoS Education for a section 554 Order under the Education Act 1996 to remove the trusts of the empty Dunsfold buildings and give directions. The GDBF estate officer said that if the Order was made the GDBF would sell the site on the open market.

The SoS invited all parties to comment within deadlines first on the proposal and then on representations made by other parties. The response times were much extended by the failure of the GDBF to comply deadlines imposed on them, the SoS officer stating that the GDBF 'had no timetable'. DWSP and villagers made extensive representations against the application. GDBF's submissions were handled through their Solicitors Lee Bolton Monier-Williams (LBMW).

13th August 2007 On the application of DPC the school Building was listed Grade II as 'a substantially intact and unusually elaborate example of a pre-1840 National School.'

28th July 2008 The SoS informed LBMW that he was minded not to make the s 554 Order. He had sympathy with the many objections and hoped that by working with the Parish Council 'it may still be possible to satisfy the original intention of the endowment and achieve a satisfactory outcome for all parties.' He asked to be kept informed of the progress of the matter by the end of September 2008 so that a final decision can be made'.

12th August 2008 DPC write to the Diocesan Secretary of GDBF (DS GDBF) welcoming the SoS letter and setting out in detail the position of DPC and the way forward, suggesting a freehold purchase, initial use for nursery provision and seeking a meeting. The DS GDBF was unwilling to have any meeting to discuss this.

SOS REFUSES S554 ORDER AND PASSES FILE TO CC

27th January 2009 The SoS wrote to LBMW for GDBF stating that in the absence of any definite local agreement the SoS had decided to confirm his earlier decision that the s.554 Order should not be made. He copied his letter to the CC for them to pick the matter up.

GDBF ASKS CC TO MAKE A SCHEME TO ALLOW DISPOSAL OF THE SCHOOL SITE

11th March 2009 LBMW's letter for GDBF to the CC said that that following the decision of the SoS to refuse the s 554 Order 'we wish now for the Charity Commission to make a scheme to alter the Objects of the Trust and allow for the disposal of the site using your section 16 powers under the Charities Act 1993.'

DPC met the CC to underline the village interest. The Commission undertook to convene a meeting with villagers in due course. They never did so. They produce one draft scheme which was clearly inappropriate and was withdrawn..

31st March 2011 The CC made a Scheme two years after being asked to do so by GDBF. It allows the GDBF as trustee for the Dunsfold School to let the School site on such terms as it thinks fit for use for charitable educational purposes, but the lease

must not exceed 25 years. It is inappropriate and of no use for the village as beneficiary of the trusts: it does not give priority to a Dunsfold educational use, and the limit of the term to 25 years is too short for the financing required to restore the condition of the neglected building.

20th APRIL 2011 Villagers are invited by a circular from the DPC Chairman and Vice Chairman to support formation of a Dunsfold School Trust to acquire the school site for village educational use and in the meantime to seek amendments to the Scheme to make it effective for the village interest. The circular reminds them that these purposes 'have been approved by villagers at meetings over the past six years'.

May 2011 DPC Appellants, the Chairman, Vice Chairman, Clerk of DPC and the Head Teacher of the Chestnut Tree Nursery acting as individuals with the support of villagers, submit objections to the Scheme to the Charity Tribunal with the help of solicitors and Counsel.

CHARITY TRIBUNAL AMENDS COMMISSION SCHEME TO ALLOW 125 YEAR LEASE OF SCHOOL SITE FOR DUNSFOLD EDUCATION

6th December 2011 The Tribunal Decision amends the Scheme essentially approving the submissions of the Appellants after a hearing which involved Counsel for GDBF, CC and the Appellant. CC and GDBF both opposed the proposed amendments. The Tribunal's Decision expressed a wish to assist in establishing a "relationship of trust between the Appellants and the Trustee (DGBF) and we express the hope that they can move forward in a new spirit of cooperation now that the Tribunal has ruled on the appeal."

The Tribunal noted that the appeal concerned the Dunsfold Church of England School Trust, registered charity number 4028530 (the Dunsfold charity) of which the GDBF was trustee, and that GDBF was also itself trustee of the charity registered under number 248245 relating to the Guildford-wide responsibilities of the Diocese of Guildford.

The Appellants inform GDBF of the steps they are proposing to take to implement the Tribunal's Decision, including the proposed formation of DVST, and will discuss these with the GDBF.

DUNSFOLD VILLAGE SCHOOL TRUST (DVST) FORMED AND PROPOSES 125 YEAR LEASE

January 2013 Dunsfold Village School Trust (DVST) is formed by the Appellants and is open to membership from all who support its aims which some 60 villagers did. DVST is registered as a charity and prepares to discuss proposals with the DS GDBF and with SCC. It instructs Tony Jamieson of Clarke Gammon to advise on valuation and negotiate a transaction with the officers of GDBF and SCC.

28th June 2013 DVST submits an Offer to GDBF and SCC for the entire school site by a lease for 125 years as suggested by the Tribunal. No response to the Offer was received. The elements of this were similar to the proposal and Business Plan which had been put by DSWP to GDBF and SCC and the Charity Commission on behalf of DPC in April 2010.

GDBF ASKS FOR A FREEHOLD OFFER

April 2014 the DGBF states that its preference and that of SCC is for DVST to acquire the freehold. To respond to this DVST obtained pre-feasibility funding, commissioned a QS report on the condition of the building, and a professional Valuation Report by Mr Anthony Jamieson, who subsequently was asked to negotiate terms with GDBF and SCC.

FREEHOLD HEADS OF TERMS AGREED

10th March 2015 A letter of agreed Heads of Terms between GDBF, SCC and DVST is sent by DVST to the DS GDBF and SCC. It sets out terms for the acquisition by DVST of the Freehold of the whole school site including the School House and the Playing Field. The DS of GDBF approves the principles and is to put the proposals to the Bishops Council. However he does not do so and he is about to retire. Tony Jamieson DVST's negotiator is informed that the matter cannot go forward until the new DS GDBF is in place.

GDBF ASKS FOR A 125 YEAR LEASE PROPOSAL

29th June 2015 DVST is told that the new DS of GDBF wants the transaction to proceed by a 125 year lease as required by the Tribunal, and not by the freehold route requested by the predecessor DS on year earlier.

HEADS OF TERMS AGREED FOR 125 YEAR LEASE BUT GDBF WILL NOT MEET TO DISCUSS CONTRACTUAL TERMS

29th January 2016 New Heads of Terms for a 125 year Lease are agreed with GDBF officers, and their solicitors are instructed to produce draft documents. They do not do so and the DS GDBF refuses requests for a meeting.

JEREMY HUNT MP OFFERS TO CHAIR A MEETING OF PARTIES TO LEAD TO LAWYERS PRODUCING AND IF POSSIBLE AGREEING DRAFT DOCUMENTS AND REPORTING AT A FOLLOW UP MEETING FIXED FOR 6 WEEKS LATER

2nd December 2016 a meeting of DVST, GDBF and SCC is held under the chairmanship of Jeremy Hunt MP(JH). This meeting arose as follows. JH had been asked by DVST in April 2016 to assist in DVST taking advice from the SoS to help the impasse in resolving the future of the building which the SoS had been concerned about in 2008/9. JH decides instead that he will try to arrange a meeting with the DS GDBF. His office is unable to achieve such a meeting and eventually six months later DVST asks JH's office to stop trying to arrange such a meeting which is taking far too long to achieve, and that DVST has been engaged in discussions with the leader of Waverley BC who are concerned about the listed school building in the Conservation Area at risk and therefore triggering Waverley's policies for such buildings which they want to discuss with GDBF.

JH's office nevertheless carries on seeking to arrange a meeting, and fixes this for 2nd December 2016 with the parties – GDBF/GDBE and SCC with LBMW, DVST with its Chair and Vice chair and Solicitor. The meeting lasts one hour with statements from each side on what is required but so far no meeting of minds. The meeting ends with agreement to meet again on 20th January 2017 to report progress on contacts between the lawyers in the meantime.

The lawyers for DVST and GDBF produce draft documents and exchange amendments and comments on them in the ensuing weeks. The limited proposals of GDBF's lawyers are unworkable, penal contractually and financially and incomplete with no contribution from SCC whose property is part of the proposals. Out of courtesy prior to the 20th January 2017 meeting DVST email JH's office in confidence to warn him in advance of the meeting that serious disagreements on the terms and draft documents exist and remain to be resolved. JH's office copies this email to the DS GDBF who withdraws from the 20th January 2017 meeting which is then cancelled by JH's office.

The attempted imposition of non-negotiable and inappropriate terms by GDBF

6th April 2017 GDBF's solicitors LMBW submit to DVST's Solicitors non-negotiable documents comprising an Agreement for lease and separate leases between DVST and each of GDBF and SCC which are conditional on each other. They require DVST to approve these documents without amendment within 14 days in default of which GDBF and SCC will withdraw from further contact and proceed in a different manner.

LBMW state that the provisions in the documents were "mutually agreed between parties at the meeting with Jeremy Hunt MP on 2nd December 2016". This was of course entirely false. The provisions are not dissimilar to the incomplete drafts which were presented by LBMW to DVST's solicitor after the 2nd December 2016 meeting and rejected as unacceptable and unworkable by DVST and their solicitor in January 2017.

The Agreement for Lease was conditional on a number of matters being achieved by a deadline following which separate leases could be entered into one for the GDBF school and the other for the SCC School House. During the conditional period DVST would inter alia need to commission professional assessments of the condition of the buildings; make grant and other applications to raise in principle the funds estimated to be required to restore the neglected properties to condition; make planning applications for the work required for the listed buildings and to confirm the rights of access over the common for the use of the properties. The grant aiding bodies would need to be satisfied, as would DVST, of the economic viability, reasonableness and security of the transactions described in the Agreement. The non-negotiable Agreement failed on all counts. It proposed:-

1. that DVST would have twelve months during the conditional period of the Agreement:-
 - To conduct and conclude all applications and assessments concerning planning, funding, and access;

- To commence at its own expense proceedings against refusals of planning permission or onerous planning permissions;
 - To pay deposits to each of GDBF and SCC of £7,500 which could be forfeited if the Agreement did not become unconditional and completed for reasons wholly outside DVST's control. A most unusual provision.
2. That after achieving the conditions within 12 months :-
 - DVST could enter into separate 125 year leases with each of GDBF and SCC to each of whom it would be required to pay a premium of £75,000; but neither GDBF nor SCC would be obliged to grant a lease if the other of them had not done so.
 3. That if the Agreement did not become unconditional with no leases entered into (though DVST would have expended considerable sums under 1 above other than the premiums) DVST was to be subject to the following provision, DVST:-

“ shall not and shall take reasonable steps to procure that its trustees or persons connected to them shall not make any objection to an application by the GDBF under section 554 of the Education Act 1996 in respect of the GDBF Land or any application by the GDBF to the Charity Commission or any Court for a scheme or order amending the trusts upon which the GDBF holds the GDBF Land”.

An absurd provision and possibly the basic purpose of the non-negotiable proposals created by LBMW and GDBF.

4. As for the draft leases themselves, making each one conditional on the **other** was a new provision and would make the management and operation of the school site for 125 years with two landlords a cumbersome and potentially inoperable project. Each lease, in addition to charging a £75,000 premium, required DVST to put the properties into condition in spite of the freeholders having by then allowed the properties to deteriorate, their previous valuer stating that the cost of repairs was well in excess of any value of the properties.

Each of the leases restricted the use by DVST to a 2-5 year nursery school only whereas flexibility was required for pre and post school services and (as the trusts for GDBF allowed) to include the education of adults, which would allow 3rd age education. Thus the proposed lease to DVST from SCC, also the LEA, would prevent DVST from providing the Dunsfold infant education which it had been party to transferring to Cranleigh under the statutory proposals which it had undertaken to implement but **had** failed to do so.

The GDBF lease also gave GDBF the power to veto the addition of infant education which was a principal purpose of the trusts it was failing to comply with, and the transfer of which to Cranleigh it had failed to implement. The veto power purported to apply even if the SoS were to approve infant provision.

DVST pointed out to LBMW and the DS of GDBF, in rejecting the non-negotiable documents, their many defects and the fact that it was asking CC to conduct an Inquiry into the non performance by GDBF of the Scheme for which CC had regulatory authority.

DVST asks the Charity Commission to conduct an Inquiry

In May 2017 DVST submitted a request to the Commission as Regulator of the Scheme to inquire into the non-performance of the GDBF as Trustee of the former infant school site and make directions.

The brief summary of this is that towards the end of the Inquiry the Commission came to the view that the unwillingness of the GDBF to negotiate and reach a reasonable agreement with DVST, itself a registered charity, was contrary to the interests of the villagers and children of Dunsfold. To counter this GDBF told the Commission that on the contrary they had agreed with DVST the terms of an agreement at the meeting on 2nd December 2017 chaired by the MP who had invigilated the terms, and that DVST had walked away from it. CC came to realise that this was untrue. JH, asked by DVST what he had said to CC, said that he had told the CC that he had chaired a meeting to get the parties together to try and resolve the stalemate regarding the future of the old Dunsfold Village School. After approximately one hour of discussion he had believed it was clear that we had all agreed an action plan and a way forward and he was sorry to learn that an agreement could not be reached.

DVST then suggested to the Commission that they should act to deal with the situation which they had found to be unsatisfactory for the villagers of Dunsfold. The Commission's final response on 10th July 2019 was to say that their view was that the GDBF would never reach agreement with DVST, and there was nothing they could do about it.

The Position post 2019

The new Parish Councils from 2015 to 2023 had inconclusive contacts with GDBF. The minutes of DPC recorded that GDBF was seeking “to make money” out of the site. In particular the minutes of 14th October 2021 recorded that GDBF was suggesting development of a plan to include 6 houses which would offset the £100,000 which GDBF had spent on DVST. This expenditure obviously referred to the Diocesan funds expended by GDBF’s own efforts in defeating the Dunsfold trusts for which it was responsible. The expended funds included those in the following GDBF actions:-

- Obtaining approval from SSOC and the Adjudicator to transfer Dunsfold infant education, for which it was responsible as trustee, to Cranleigh and undertaking to implement that transfer which it failed to do;
- Unsuccessfully:
 - applying to the SoS for a s 554 order to be free to dispose of the school site;
 - seeking a scheme from CC to be able to dispose of the site;
 - opposing the amendments to the CC scheme proposed by the Charity Tribunal;
- Failing to act in a manner consistent with the expectations of either the SoS or the Charity Tribunal;
- Producing and proposing through its lawyers to DVST a fraudulent non-negotiable agreement designed to entrap DVST into terms which would involve considerable financial losses including lost deposits without any prospect of achieving the use of the site for its trust purposes, whilst attempting to estop DVST and others associated with it from opposing another application for a s554 Order from the SoS;
- Falsely claiming to the CC in its subsequent Inquiry that the terms of that agreement had been agreed by DVST, GDBF and SCC at the meeting in December 2016 as overseen by JH the MP.

Concluding comment

The facts here are that the Charity Sector – CC as regulator and the GDBF as Trustee - has failed both the 2009 wish of the SoS Education that the village should be able to take over the site and conduct it in line with the original endowment purpose, and the wishes of the Charity Tribunal in 2011.

In 2009 the SoS was Ed Balls. The Minister under him who rejected GDBF’s s 554 application was Jim Night. Ed Ball’s wife is now Home Secretary. The Attorney General has a general oversight role over failures of actors in the charity sector including Trustees and the CC.

Consideration needs to be given to setting up a village Community Association to take over the school site, extracting it from the grasp of the non-performing trustee, just as such a Community Association took over the shop. The takeover, if resisted by the Trustee, could be achieved with the assistance of the good offices of the Attorney General and the SoS Education to bring about a change in the Trustee.

The village needs to take a long view. The SoS said we had a lot of children in 2009 who needed the benefit of the original covenant. Since then the village has built 100 houses. The new Govt wants this area to build twice as many houses as the last local plan required. Whilst the former infant school building is neglected it is well built and solid. The majority of the costs of repair in the previous proposals was in the School House, which is no longer part of a school project. There may be funds available from CiL or s 106 money.

We should aim for a Community Association to take over the residual site.

Alan Ground

12th January 2025.