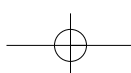
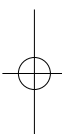
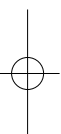


THE LEASEHOLD
REFORM ACT, 1967
SECTION 19

The
Bournville
Village
Trust
Scheme





THE LEASEHOLD REFORM ACT, 1967
SECTION 19

The Bournville Village Trust Scheme

(APPROVED by Order of the Chancery Division of the High Court of Justice (Goulding, J.) (1970-C-9888) on 15th June 1972)
(AMENDED by Order of His Honour Judge Micklem dated 11 December 1991 made in proceedings 1989 No.C 30091 in the Birmingham District Registry of the Chancery Division of the High Court of Justice).
(FURTHER AMENDED by Order of Mr J R Bettinson made in proceedings before the Leasehold Valuation Tribunal under Application Number WM/EM2).

PREAMBLE

- (1) Laurence John Cadbury of The Davids Northfield Birmingham Gentleman George Norman Cadbury of Hidcote House Chipping Campden Gloucestershire Manufacturer Elsie Dorothea Hoyland of Briardale Painswick Gloucestershire Widow Paul Strangman Cadbury of 32 St Mary's Road Harborne Birmingham Gentleman John Cadbury of Wood Farm Chaddesley Corbett Kidderminster Worcestershire Gentleman George Woodall Cadbury c/o Lloyds Bank Limited Eastcheap London EC3 International Official Christopher Beech Taylor of 16 Stocks Wood Bournville Birmingham Gentleman Robin Norman Cadbury of The Leys Alvechurch Worcestershire Manufacturer George Adrian Hayhurst Cadbury of Bournville Birmingham Manufacturer Horace James Gittoes of 7 Weoley Park Road Selly Oak Birmingham Chartered Accountant Veronica Wootten the wife of Richard Aubrey Wootten of 33 Mearse Lane Barnt Green Worcestershire Engineer and Anthony Michael Beaumont Dark of Dormers Beechnut Lane Solihull Warwickshire Stockbroker were at the date of the First Application (as defined below) the Trustees of the Charity known as the Bournville Village Trust (whose office is at the Estate Office Oak Tree Lane Bournville Birmingham) created by a Deed of Foundation dated the 14th Day of December 1900 and made between George Cadbury of the first part the said George Cadbury Elizabeth Mary Cadbury Edward Cadbury and George Cadbury the younger of the second part and Henry Tylor Cadbury the said Laurence John Cadbury the said George Norman Cadbury and Egbert Cadbury of the third part
- (2) The said Deed of Foundation was duly enrolled in the Central Office of the Supreme Court of Judicature under the appropriate statutory provisions
- (3) The Bournville Village Trust is registered with the Charity Commissioners for England and Wales as a charity under the provisions of the Charities Act 1960
- (4) The Bournville Village Trust is a Registered Social Landlord regulated by the Housing Corporation under number L0702.
- (5) On the 1st day of January 1968 the Trustees of the Bournville Village Trust applied to the Minister of Housing and Local Government for a certificate under Section 19 of the Leasehold Reform Act 1967 in respect of land in Birmingham forming part of the estate of the Trust. A Hearing took place on the 25th to the 28th days of March 1969 and subsequently by a letter from the Ministry of Housing and Local Government of the 7th day of November 1969 the Solicitor to the Trustees received a certificate subsequently amended on the 24th April 1972

that the Minister was of the opinion that, in order to maintain adequate standards of appearance and amenity and regulate re-development in the area described as the Bournville Village Estate and delineated in the plan referred to in the amended certificate in the event of tenants acquiring their Landlord's interest in their house and premises under Part I of the Leasehold Reform Act 1967, it was likely to be in the general interest that the Trustees of the Bournville Village Trust should retain powers of management in respect of houses and premises and have rights against houses and premises in respect of the benefits arising from the exercise elsewhere of their powers of management and that the Minister thereby certified accordingly. The powers and rights so certified constitute "the Scheme"

- (6) On the 15th day of June 1972 pursuant to an Application ("the First Application") made in that behalf by the then Trustees of the Bournville Village Trust by an Order of the Honourable Mr Justice Goulding made in proceedings numbered 1970-C-9888 the Chancery Division of the High Court of Justice approved the provisions of the Scheme as they were then drafted
- (7) On the 11th day of December 1991 pursuant to an Application ("the Second Application") made in that behalf by the then Trustees of the Bournville Village Trust the Chancery Division of the High Court of Justice by an Order of His Honour Judge Micklem made in the Birmingham District Registry in proceedings numbered 1989 No. C 30091, approved an amendment to the Scheme, whereby a new Clause 10(c) was substituted for the one originally drafted
- (8) On the 16th day of May 2002 pursuant to an application made in that behalf to the Leasehold Valuation Tribunal ("the Third Application") by an Order of Mr J R Bettinson, President, the Scheme was further amended so that the current provisions of the Scheme as approved pursuant to the First Application and amended pursuant to the Second and Third Applications respectively are those now set out in the First and Second Schedules of this document and Clause 4 of the First Schedule shall be construed accordingly
- (9) The Trustees of the Bournville Village Trust are those persons whose names are set out in the Appendix hereto

Appendix to the Preamble

1. List of Trustees

Appendix 1

List of Trustees

Non-Official Trustees

Adrian Allen	Hill Farm, Leamington Hastings, Warwickshire CV23 8DX
Veronica Wootten	Mill Hall, Porters Mill, Droitwich, Worcestershire WR9 0AN
Thomas William Greeves	8 Middle Park Close, Weoley Hill, Birmingham B29 4BT
William James Beech Taylor	Home Farm, Abberton, Pershore, Worcestershire WR10 2NR
Duncan James Cadbury	285 Lordswood Road, Harborne, Birmingham B17 8PR
Constance Mary Penny	Peak Cottage, Coaley, Dursley, Gloucestershire GL11 5AU
Roger Victor John Cadbury	58 Binswood Avenue, Leamington Spa, Warwickshire CV32 5RX
Annette Mogensen Middleton	16 Stocks Wood, Off Acacia Road, Birmingham B30 2AP
Michael Gavin Lynam Thomas	2 Stephenson Terrace, Worcester WR1 3EA

Official Trustees

Clive Victor Wilkinson	53 Middle Park Road, Birmingham B29 4BH
Janette Denley	9 Ramsden Close, Birmingham B29 4JX
Professor Martin Snaith	Pro-Vice-Chancellors Office, Birmingham University, Edgbaston, Birmingham B15 2TY

THE FIRST SCHEDULE before referred to

Definitions

1. In this Scheme unless the context otherwise requires the following expressions shall have the meanings hereunder assigned to them respectively:-
 - (a) "the Act" means the Leasehold Reform Act 1967 and shall include any statutory re-enactment or amendment thereof
 - (b) "the Scheme Area" means all the land edged orange on the plan attached hereto¹ and marked 'A' being all the property in respect of which the Amended Certificate under Section 19 of the Act was granted as aforesaid and shall include all houses flats shops commercial premises and other buildings or erections thereon whether now erected or hereafter to be erected
 - (c) "the Trust" means the said Bournville Village Trust created under the hereinbefore recited Deed of Foundation
 - (d) "the Trustees" means the Trustees for the time being of the Trust
 - (e) "a Purchaser" shall mean any tenant of a house in the Scheme Area who holds under a long tenancy at a low rent and who acquires the freehold of such house whether under the enfranchisement provisions of the Act or otherwise and the successors in title of such a tenant to the said freehold
 - (f) "the Scheme Committee" shall mean the committee to be constituted under Clause 14
 - (g) "any reference to a Clause or Sub-Clause by number shall be a reference to the Clause or Sub-Clause so numbered in this Scheme"
2.
 - (i) The Trustees shall for the purposes of the Scheme be treated as the Landlord and notwithstanding any disposition of the interest of the Trustees in any part of the Scheme Area or any change in the trusteeship of the Trust the Trustees shall (subject to Sub-Clause (ii) of this Clause) continue to be the Landlord for the purposes of the Scheme
 - (ii) Provided that the Trustees shall after consultation with the Scheme Committee have power to transfer all or any of the powers and rights conferred on them by the Scheme as the Landlord to a body constituted for the purpose or failing such a body to any local authority or other body and where this has been done reference in the provisions of Section 19 of the Act subsequent to sub-section (7) thereof to the Landlord shall have effect in relation to powers and rights transferred to a person or body as aforesaid as references to that person or body
 - (iii) In this Scheme "the Landlord" shall mean the person who is to be treated as the Landlord for the time being in accordance with the Scheme
3. The sub-headings to the Clauses in this Schedule shall not be taken into account in the construction of the Scheme

¹A copy of the plan marked 'A' may be inspected at the Offices of the Bournville Village Trust, Oak Tree Lane, Birmingham B30 1UB

The Objective of the Scheme

4. The objective of the Scheme is to ensure for the benefit of tenants of houses buildings and land in the Scheme Area (whether tenants holding under long tenancies at low rents within the meaning of the Act or not) and of freeholders of such houses buildings and land and of the Scheme Area as a whole that the standards of appearance and amenity (whether existing or future) in the Scheme Area shall be preserved and not deteriorate by reason of any tenant of a house in the Scheme Area acquiring the freehold of the house either under the enfranchisement provisions of the Act or under an arrangement entered into apart from such Act
5. Any tenant of a house in the Scheme Area who holds under a long tenancy at a low rent and who acquires the freehold of the house whether under the enfranchisement provisions of the Act or otherwise and any successors in title of such a tenant shall take the freehold subject to:
 - (i) the provisions of this Scheme and
 - (ii) the restrictive and other covenants and provisions set out in the Second Schedule hereto or such of the said covenants as the Landlord shall deem it proper to include by reference or otherwise in the Conveyance of the freehold of the said house to the tenant Provided always that the Landlord shall be entitled at any time or times to release or modify any of the said covenants
6. For the attainment of that objective the following powers discretions and responsibilities shall be exercised by the Trustees and the Scheme Committee respectively

The Trustees shall	be responsible for discharging the legal obligations imposed upon them by the Trust be responsible for the discharge of the obligations imposed upon them by the Charity Commission the Housing Corporation or other competent authority exercise the powers and discretions given to them by the Trust in particular (and without limitation or prejudice to the generality of the foregoing) the power to raise and spend money in the exercise of those powers and discretions
The Scheme Committee shall	(if in its absolute discretion it thinks fit) make recommendations to the Trustees concerning any question or matter arising under the Scheme
The Scheme Committee shall not	(for the avoidance of doubt) have power to commit the Trustees to any course of action or to any expenditure
The Scheme Committee shall	have the function of considering (and if in its absolute discretion it thinks fit) advising on all questions and matters which arise under the Scheme including (without limitation or prejudice to the generality of the foregoing) the preservation of the standards of appearance and amenity whether existing or future of the Scheme Area or any part thereof

Matters of title and powers of the Landlord arising in consequence of the application of the Scheme

7. In the event of there being any provisions in any lease or tenancy agreement under which the former tenant of a house in the Scheme Area who has acquired the freehold thereof under the enfranchisement provisions of the Act or otherwise was given any rights of user or enjoyment of roads, footpaths, drains, sewers or other easements or service areas or things either in common with other persons or not and under which he was responsible for paying any sum or sums for or in respect of such user or enjoyment for or as a contribution towards defraying the cost of repair, replacement, improvement, cleaning, putting in proper order, or maintenance of such roads, footpaths, drains, sewers and other easements or service areas or things (not being a low rent or rents within the meaning of the Act for the tenancy of the house and premises) the said rights shall (in so far as they are included in or transferred by the Conveyance of the freehold to the tenant whether expressly or by implication) be included in or transferred to or be deemed to have been included in or transferred to the tenant by the Conveyance subject to the said responsibilities to make the said payments and contributions and the tenant shall be deemed to have covenanted with the Landlord in any such Conveyance to make such payments and contributions as and when they become due
8. No development, redevelopment or alteration or change of user of any house or houses in the Scheme Area or the land occupied therewith of which the tenant or tenants has or have acquired the freehold whether under the enfranchisement provisions of the Act or otherwise shall be made or carried out by such tenant or tenants or his or their successors in title without the written consent of the Landlord and without plans of any such proposed development, redevelopment or alteration and details in writing of any proposed change of user having been previously approved in writing by the Landlord who shall be entitled to make a reasonable charge for the approval of such plans and details and shall as a condition of giving consent be entitled to impose such reasonable conditions as the Landlord may think fit and without prejudice to the generality of this Clause such conditions may include conditions as to the purpose for which the land or any building thereon whether then existing or thereafter to be erected shall be used, the number or nature and types of any houses or other buildings and the sizes of their gardens with which a developer might wish to replace existing houses or other buildings and the number of storeys of any such new development, and for the purpose of controlling or restricting occupation of any house otherwise than as a private dwellinghouse only for the sole occupation of the householder and his family and members of his household and that all work must be carried out with good quality materials and in all respects to the satisfaction of the Landlord
9. Any surveyor authorised by the Landlord shall have power for the purposes of the Scheme at any reasonable time and after giving reasonable notice to inspect from time to time the exterior of any house in the Scheme Area of which the tenant has acquired the freehold
10. A tenant who has acquired the freehold of any property in the Scheme Area whether under the enfranchisement provisions of the Act or otherwise and his successors in title to the freehold shall be under an obligation to and be deemed to have covenanted with the Landlord properly to maintain and keep in good repair the exterior of and the internal structural parts of such building to the satisfaction of the Landlord in all respects

11. The Landlord shall have power after giving reasonable notice to a Purchaser to carry out such work at the expense of the Purchaser as may be necessary for the proper external or structural maintenance or repair of any property within the Scheme Area of which a tenant has acquired the freehold under the enfranchisement provisions of the Act or otherwise or after giving such reasonable notice to carry out at the like expense work required to remedy a failure in respect of any such property to comply with the Scheme; the cost of such work shall be a debt due from the Purchaser to the Landlord and shall be recoverable by legal action if not paid by the Purchaser to the Landlord on demand

The Management Charge

12. A Purchaser shall make payments to the Landlord as set out below
- (1) On demand shall pay to the Landlord any sum previously expended by the Landlord in the maintenance and repair of such house or for carrying out work to remedy any failure in respect of such house to comply with the Scheme
 - (2) On demand shall pay to the Landlord a due proportion as certified by the Landlord's Surveyor of any sum previously expended by the Landlord in the maintenance and repair of any property or thing used or enjoyed by the occupier or occupiers of such property in common with others
 - (3) (i) In this Clause 12(3), the following words shall have the meanings set opposite them:

Accounting Year	The year ending on 31 December in each year for which the Management Charge is being raised.
Management Charge	The sum of £67 ("the Base Figure") or such other sum as shall have been substituted for that sum in accordance with the provisions set out below.
Certificate	A certificate under the hand of the Director of Development and Estates or such other officer of the Landlord as the Landlord may appoint for this purpose stating what the Management Charge is for any Accounting Year, and further stating that (1) the Trust has incurred expenditure and/or undertaken liabilities and/or made lawful provisions or estimates in connection with the statutory purposes of the Scheme; (2) the Management Charge has been or will be wholly expended in connection with these purposes; (3) no part of the Management Charge relates to expenditure recoverable from an individual purchaser under Sub-Clauses 12(1), 12(2), 12(4) and 12(5) or any other Clause of this First Schedule. The certificate shall be deemed to be a definitive statement of those facts.

Index The Index of increases in pay negotiated and agreed by the National Joint Council for Local Government Services ("NJC") officially published and notified to the subscribers to the NJC which shall have been relied upon by the Landlord in determining the pay of its own employees or such other index as shall have been substituted for it by any competent and lawful authority or if the NJC should cease to exist, such other index as may be published by HMG and shall be wage-related.

Indexation Date 30 April in each year.

- (ii) The Management Charge shall be payable in arrears for each Accounting Year beginning with the Accounting Year 1 January to 31 December 2001.
 - (iii) With the consent of the Landlord, the Management Charge may be paid by quarterly direct debit on the following dates in each Accounting Year; 1 July, 1 October, 1 January, 1 April; or the next date on which banks are open for business if any should be a public holiday, but otherwise shall be paid in one single instalment.
 - (iv) By 30 June in each year following the Accounting Year for which the Management Charge is being raised, the Landlord shall issue to each Purchaser its Certificate and an invoice requiring payment of the Management Charge.
 - (v) Save for manifest error the Certificate shall be final and conclusive and binding on the Purchaser.
 - (vi) Except where payment is made by direct debit, each Purchaser shall pay the Management Charge within 28 days of the Certificate.
 - (vii) The Landlord shall be entitled to charge interest at 1% over the base rate of its bankers from time to time per annum apportioned on a daily basis to any Purchaser who fails to pay the Management Charge within 28 days of the invoice or on the date specified on the direct debit.
 - (viii) The Base Figure shall for each Accounting Year from and including the Accounting Year ending 31 December 2002, be increased annually by such percentage as the Index shall have increased at the Indexation Date so that the Certificate issued by 30 June 2003 and in respect of each Accounting Year thereafter will show a Management Charge calculated by reference to the Base Figure as so increased.
- (4) On demand any sum due to the Landlord by way of interest pursuant to Sub-Clause 12(3)(vii).
 - (5) If such person has failed on demand to pay any sum due and payable under any of Clauses 12(1) to 12(4) inclusive, on demand an administration charge not exceeding 5% of the sum demanded and not paid.

- (6) On demand any sum due incurred or paid by the Landlord in respect of legal or professional costs in the course of recovering from such person any sum due under any of Clauses 12(1) to 12(5) inclusive.
- 13. A Any payment due to the Landlord under Clause 12 or any other Clause of the Scheme (including this Clause) shall be recoverable by legal action against the Purchaser liable to make such payment
- B The costs of such legal action shall be paid on an indemnity basis by such to the Landlord on demand

The Scheme Committee: Composition

- 14. (1) The Scheme Committee (hereinafter in this Clause referred to as "the Committee") shall be constituted as soon as reasonably practicable after the approval of the Scheme
- (2) The Committee shall consist of 8 Committee Members (as defined in Clause 14(4)) and 2 Officers whose responsibilities are defined in Clause 14(10)
- (3) The numbers of persons eligible to be Members of the Committee attend at its meetings and vote on any business before the Committee ("a Committee Member") shall be at all times 8
- (4) To be eligible for Membership of the Committee, a person must either be a Trustee Member (as defined in Clause 14(5)) or be a Residents' Member (as defined in Clause 14(6))
- (5) To qualify as a Trustee Member a Committee Member must be a person meeting the requirements of either of the following categories:-
 - (i) Being the Chairman of the Trust for the time being who shall be an ex officio member or any other trustee of the Trust nominated by him to attend any Meeting of the Committee in his place
 - (ii) Being one of three other Trustees of the Trust who shall be appointed and may be removed from time to time by a memorandum in writing signed by a majority of the Trustees.
- (6) To qualify as a Residents' Member a Committee Member must be a person meeting the requirements of either of Sub-Clauses 15(6)(i) to 15(6)(ii) and the requirements of all of Sub-Clauses 15(6)(iii) to 15(6)(v):-
 - (i) Being a person representing a Recognised Association (as defined in Clause 16(1)); who shall have been elected in the manner prescribed by Clauses 16(2) to 16(4) inclusive; or
 - (ii) Being a person appointed in accordance with Clause 17(1); and in any event;
 - (iii) Being a resident in the Scheme Area;
 - (iv) Being over 18 years of age;
 - (v) Not being an employee of the Trust.

- (7) A Trustee shall be automatically disqualified from becoming a Residents' Member
- (8) (i) If any Residents' Member ceases to be resident in the Scheme Area or becomes an employee of the Trust or any Trustee Member ceases to be a Trustee of the Trust, such person shall automatically cease to be a Member of the Committee and the provisions of Clause 14 (14) shall apply in respect of the vacancy so arising; or
- (ii) If a Recognised Association ceases to be recognised in accordance with Clause 16(5) the Residents' Member who is the representative of that Association shall not automatically cease to be a Committee Member but shall continue in office subject to the provisions of Clause 14(15).
- (9) At all times, the maximum number of Trustee Members shall be four and the maximum number of Residents' Members shall be four
- (10) The Officers of the Committee shall be two members of the staff of the Trust nominated from time to time by the Chairman for the time being of the Trust to attend meetings of the Committee to assist the Committee but without power to vote thereat, one of whom shall act as a Secretary ("the Secretary") to the Committee
- (11) The Secretary for the time being of the Trust or such other officer of the Trust as the Trustees may appoint for that purpose shall be the Secretary of the Committee
- (12) The Chairman of the Committee or the Officers shall be at liberty to invite professional or other advisers to attend its meetings to assist the Committee provided that no such professional or other adviser shall have power to vote thereat
- (13) (i) A Trustee member shall hold the office of Committee Member for so long as he shall be qualified in accordance with Clause 14 (5).
- (ii) A Residents' Member shall hold the office of Committee Member for a term of four years and shall at the expiration of that term either resign or shall produce to the Secretary of the Committee a letter signed by the Secretary or other proper officer of the Recognised Association of which that Resident's Member is the representative certifying that the Resident Member's mandate to serve on the Committee as that Recognised Association's representative has been renewed for a further four year term in accordance with the rules imposed by the constitution of that Recognised Association.
- (14) (i) If a vacancy on the Committee arises in the circumstances contemplated by Sub-Clause 14(8)(i), then
- (ii) (if the vacancy is that of a Residents' Member) the Recognised Association may exercise the power given by Clause 16(4) and in default, the Trustee Members may do so; or
- (iii) (if the vacancy is that of a Trustee Member), the Trustees shall appoint another Trustee to fill the vacancy.

- (15) (i) If the circumstances contemplated by Sub-Clause 14(8)(ii) arise, then Sub-Clauses 14(15)(ii) to 14(15)(v) inclusive shall take effect.
- (ii) The Residents' Member shall remain in the office until the end of his then current four year term; and
- (iii) If at the end of that term neither a direct election in accordance with Clause 17(1) nor an election conducted in the manner prescribed by this Scheme, by an Association recognised in accordance with Clause 16(6) shall have taken place, the Residents' Member shall continue in office for one further four year term subject to Sub-Clauses 14(15)(iv) and 14(15)(v)
- (iv) The Residents' Member may (but only if the Trustees shall first have passed a resolution in accordance with Clause 17(1)) offer himself for direct election as the representative of his constituency area or the Residents' Member may (but only if a substitute Association shall have been recognised for his constituency area in accordance with Clause 16(6)) stand in any election conducted by that Recognised Association subject only to any rules imposed by that Recognised Association's constitution.
- (v) The Resident's Member shall in any event resign on the expiration of his further four year term.

Conduct of the Committee's Business

15. (1) The Chairman for the time being of the Trust shall be the Chairman of the Committee at all meetings attended by him or in his absence such one or other of the Trust members of the Committee as a majority of the Trust members shall agree and in default of agreement the Trust member nominated by the Chairman to attend the meeting in his place
- (2) Any member of the Committee who is a Trustee of the Trust and who is not able to be present at a particular meeting of the Committee may by a Memorandum in writing appoint another Trustee of the Trust not already a Member of the Committee to attend such meeting in his place and to have and execute at such meeting all the powers (including powers of voting) of a Member of the Committee who is a Trustee of the Trust
- (3) Any Residents' Member who is not able to be present at a particular meeting of the Committee may by a Memorandum in writing appoint any other Member of the appropriate Council, Association or managing body as the case may be to attend such meeting in his place and to have and execute at such meeting all the powers (including powers of voting) of a duly elected or appointed member of the Committee.
- (4) Any such Memorandum as mentioned in Clauses 15(2) and 15(3) shall be handed to the Secretary at the said meeting by the person so nominated to attend such particular meeting of the Committee before such meeting proceeds to business

- (5) Ordinary meetings of the Committee shall be held in any event four times in each calendar year but otherwise at such frequency as the Committee shall appoint. Extra-ordinary meetings of the Committee may be held after notice in writing to the Secretary by the Residents' Members that they desire to raise some question as a matter of urgency PROVIDED that a meeting of the Committee shall not be called on less than fourteen days' notice in writing given by the Secretary to every Committee Member at the address of such member last known to the Secretary and any member intending to raise any question or matter at such meeting shall give due notice thereof in writing to the Secretary not less than seven days before the meeting or on shorter notice with the approval of the Committee
- (6) Every member of the Committee present at a meeting (other than the Officers of the Trust or other advisers who are in attendance) shall have one vote the voting to be taken by a show of hands and in the event of an equality of votes the Chairman of the meeting shall have a second or casting vote. Minutes of the meetings of the Committee shall be kept by the Secretary and entered in the Minute Book

Recognised Associations

16. (1) The Associations specified below ("the Recognised Associations") have been and shall subject to Clause 16(5) of this Scheme continue to be recognised by the Trustees as being Associations of residents in the area of the Scheme ("a constituency area") referred to and set opposite their respective names and such Associations shall have in accordance with Clauses 16(2) to 16(4) inclusive the right to conduct elections for and, the power of appointment (in the event of a vacancy) of a representative to serve as a Resident's Member of the Committee:-

Bournville Village Council	Area situated on the south side of the Bristol Road and edged red on the plan marked 'B' ² and attached hereto and marked "Bournville Village Council"
Weoley Hill Village Council	Area situated on the north side of the Bristol Road and edged green on the said plan marked 'B' ² and marked "Weoley Hill Village Council"
Shenley Court Residents Association	Area situated on the north side of the Bristol Road and edged purple on the said plan marked 'B' ² and marked "Shenley Court Residents Association"
Shenley Manor Residents Association	Area situated on the north side of the Bristol Road and edged blue on the said plan marked 'B' ² and marked "Shenley Manor Residents Association"

²A copy of the plan marked 'B' may be inspected at the Offices of the Bournville Village Trust

- (2) A Recognised Association shall at such frequency as its constitution shall require or otherwise as it shall determine (save that in any event there shall be an election as provided in this Clause at least once in every period of 4 years) conduct an election for the purposes of electing its representative to serve on the Committee as a Residents' Member. The election shall be conducted by means of a ballot open to Members of the Recognised Association who are also 18 years of age or over. The Recognised Association shall be the sole judge of the validity of the election. Without imposing any obligation upon it a Recognised Association will use best endeavours to abide by the Code of Best Practice agreed on 21 August 1970 a copy of which is annexed to this Scheme as Appendix 1
- (3) Notice in writing shall be given to the Secretary forthwith on any election or appointment as a Member of the Committee of any person to represent the residents in any of the areas specified in Clause 16 stating the full name and address of such person and on any such person ceasing to be a Member
- (4)
 - (i) A Recognised Association may subject only to any rules imposed by its own constitution conduct an election of another representative in the place of any person previously elected as a Residents' Member representing its constituency area who has ceased to be a Member of the Committee by reason of death, resignation, ceasing to be a resident in the Scheme Area or appointment as Trustee of the Trust and such person when so elected shall hold office until the end of the period for which his predecessor would have served if he had not ceased to be a Member
 - (ii) If, after having given notice of an election, a Recognised Association received no nominations, the Recognised Association may, subject only to any rules imposed by its own constitution, appoint as its representative any person otherwise qualified to be a Residents' Member and the person so appointed shall hold office either for a full four year term or (if the circumstances contemplated by Sub-Clause 16(4)(i) have arisen) until the end of the period for which his predecessor would have served if he had not ceased to be a Member
- (5) The Trustees may (in their absolute discretion after conducting such consultations as they may think appropriate) notify any Recognised Association that unless by such date as the Trustees may appoint, the Recognised Association shows sufficient cause to the contrary (the Trustees being the sole judges of such sufficiency) the Recognised Association shall on and with effect from such date cease to be recognised for the purpose of Clause 16 and shall on and with effect from such date cease to have the right given by Clause 16(1)

- (6) The Trustees may (in their absolute discretion) after conducting such consultations as they may think appropriate (provided that in any event the Trustees shall comply with Clause 16(8)) recognise any other eligible association as fulfilling the role of a Recognised Association
- (7) An eligible association for the purposes of Clause 16(6) is an association which has the following qualifications
 - (i) It is an association of residents in a constituency area whether as defined by Clause 16(1) or as defined following the exercise by the Trustees of the discretion vested in them by Clause 17(2).
 - (ii) It is an association which has a written constitution and an active executive committee.
- (8) If the Trustees are minded to exercise the discretion vested in them by Clause 16(6), they shall appoint a Boundary Commission and otherwise proceed as required by and comply with Clauses 17(3) to 17(5) inclusive

Direct elections and the Boundary Commission

- 17. (1) The Trustees may (in their absolute discretion) following the exercise of their powers under Clause 16 (5), resolve that in lieu of a representative of a Recognised Association, a constituency area may directly elect a Residents' Member. If such a resolution be passed the Trustees shall also resolve how the election is to be conducted
- (2) The Trustees may (in their absolute discretion) either in conjunction with or independently of the exercises of their discretions under each of Clause 16(5) or 16(6) (which discretions – for the avoidance of doubt – may be exercised together in relation to the same matter or separately) redefine or modify the constituency areas
- (3) If the Trustees are minded to exercise the discretions vested in them by Clauses 17(1) and 17(2), they shall prior to resolving so to do:
 - (i) Appoint a Boundary Commission whose powers and membership shall be those specified in Clause 17(4);
 - (ii) Give notice as required by Clause 17(5);
 - (iii) Consider the recommendations of the Boundary Commission;
 - (iv) Publish any resolution adopting, remitting, for further consideration or not adopting such recommendations;
 - (v) Refrain from resolving to exercise the discretion until the Chairman shall have determined any appeal lodged in accordance with Clause 17(5).
- (4) If Clause 17(3) applies, the Trustees shall delegate to a Boundary Commission which shall be a Sub-Committee ("the Sub-Committee") of the

Committee (the number of whose members shall be decided by the Trustees) the following powers and functions:-

- (i) A review of the Recognised Associations
 - (ii) A review of the question whether the constituency area served by any Recognised Association should be modified in its extent
 - (iii) The making of recommendations as to the redefinition of any such constituency area
 - (iv) The making of recommendations as to whether notice be served under Clause 16(5) or any new association be recognised or any resolution be passed in accordance with Clause 17(1) or 17(2) as the case may be
 - (v) For that purpose the holding of any hearings or public enquiries
- (5) Provided that if a constituency area is to be redefined or modified notice shall be given to any interested party and any representations received shall be taken into account. Subject to that pre-condition the Trustees or any committee of them may exercise their powers under this Clause as they think fit PROVIDED THAT any person aggrieved by any decision taken by the Trustees under this Clause may appeal by notice in writing to the Chairman of the Trustees. Such notice to be served within 14 days of the publication of the decision and to state the ground of the appeal
- (6) The names of each Sub-Committee member shall be recorded in a resolution of the Trustees to that effect
- (7) To be eligible for appointment as a Member of the Sub-Committee a person must either be a Trustee or must have the qualifications set out in Clauses 14(6) and 14(7) but such person need not be a Member of the Committee itself
- (8) Further, the Trustees shall so far as practicable ensure that:
- (i) At least one Member of the Sub-Committee shall be resident in the constituency area under review;
 - (ii) The majority of the Members of the Sub-Committee shall be eligible residents.
- (9) If the Trustees exercise their powers under Clause 17(3) then the Trustees shall by resolution appoint a Chairman of the Sub-Committee who shall have the same privileges in relation to the Sub-Committee as the Chairman of the Committee has in relation to the Committee by virtue of Clauses 14(12) and 15(6). The Sub-Committee's business shall be conducted in such manner as the Chairman in his absolute discretion thinks fit. The Trustees may by resolution appoint officers to the Trust to assist the Sub-Committee in which case Clauses 14(10) and 14(11) shall apply

Power to make application

18. The Trustees shall have power at any time with the approval of the High Court Leasehold Valuation Tribunal to terminate the Scheme or to vary all or any of the provisions thereof or to exclude any part of the Scheme Area from the Scheme if the Trustees consider that a change of circumstances makes it appropriate for this to be done Provided that in the event of the Birmingham Corporation at any time hereafter commencing the development of the land coloured blue on the said Plan 'A' for any educational purpose or purposes the said land shall at the request of the said Corporation be excluded from the Scheme by a resolution of the Trustees to that effect or if no such resolution is passed within two calendar months after the making of such request on an application by the said land if the Court is satisfied that the said land is to be used and developed for any educational purposes or purposes.

THE SECOND SCHEDULE above referred to

Conditions and stipulations to be observed and performed by a person acquiring the freehold of any Property within the Scheme Area and his successors in title

1. A Purchaser shall at all times and to the satisfaction of the Landlord repair and maintain and when necessary replace the walls or fences on and along the boundaries of the property and shall keep the hedges on and along such boundaries properly trimmed and in good condition. Except in a case where there is a wall fence or hedge built erected or planted on or along the front boundary of a property at the date of the Conveyance by the Landlord of the freehold no wall fence or hedge shall be built erected or planted on or along such front boundary and in the case of any wall fence or hedge such wall fence or hedge shall continue to be deemed a party wall fence or hedge on or along a boundary between the property and an adjoining plot in the Scheme Area and which has previously been deemed a party wall fence or hedge and be repairable maintainable and replaceable accordingly. All new boundary walls and fences shall be built and erected only after the written approval of the Landlord has been obtained
2. A Purchaser shall to the satisfaction of the Landlord and as often as need shall require paint repair and at all times keep in good and tenable order and repair the exterior of and internal structural parts of the dwellinghouse and other buildings at any time erected on the land and all additions thereto and all gutters drains pipes and sewers thereon or used in connection therewith
3. A Purchaser shall put and at all times maintain the gardens and grounds of the property in good order and properly planted and shall carefully endeavour to preserve free from disease all the timber trees and all ornamental and fruit trees bushes and shrubs which may at any time be growing on the land and shall remove any fruit trees which may have become so diseased as to be incapable of cure and shall replace any fruit trees that may die or may be removed. A Purchaser or tenant or other person claiming through him shall not lop or maim any timber tree growing on the land and shall not fell any such tree without the previous written consent of the Landlord such consent not to be withheld in the case of a tree that has in the opinion of the Surveyor to the Landlord become dangerous. If the Landlord shall consent to the felling of any timber tree growing on the land the Landlord shall be entitled if the Landlord so desires to enter on the land and replace such tree by a tree of the same or any other kind
4. A Purchaser or any tenant or other person claiming through him shall permit the Landlord or the agent of the Landlord with or without workmen upon giving at any time one week's previous notice in writing to enter upon the property and examine the external state and condition of the dwellinghouse and other buildings at any time erected thereon and the gardens and grounds thereof and thereupon the Landlord may serve upon the Purchaser notice in writing specifying any repairs or other things necessary to be done and require the Purchaser forthwith to execute the same and if the Purchaser shall not within four weeks after the service of such notice proceed diligently and to the satisfaction of the Landlord with the execution of such repairs or other things then he shall permit the Landlord to enter upon the property and execute such repairs or other things and the cost thereof shall be deemed a charge imposed under the Scheme

5. A Purchaser or any tenant or other person claiming through him shall not at any time without first obtaining the written consent of the Landlord erect or place or permit to be erected or placed upon any part of the property any building or other structure or erection whatsoever whether permanent or temporary fixed or moveable or otherwise or anything which may reasonably be regarded by the Landlord as detrimental to the appearance or amenities of the estate nor shall a Purchaser without first obtaining such written consent of the Landlord as aforesaid make or allow to be made any alteration in or addition to the external parts or elevations of any buildings or other erections on the land
6. A Purchaser shall repay to the Landlord on demand the whole or such proportion thereof as may be determined by the Landlord of any costs or expenses which may be incurred by the Landlord in repairing maintaining laying renewing cleansing replacing or removing any sewers channels drains watercourses pipes mains wires and cables and access ways or any other thing whatsoever which may at any time serve whether alone or in common with other properties the property or be used in connection therewith
7. A Purchaser shall insure and keep insured the property at all times against fire in some office to be approved by the Landlord in a sum equal to the full replacement value thereof at the least such value to be approved in writing by the Landlord and shall make all payments necessary for the above purpose within seven days after the same shall respectively become payable and shall produce to the Landlord on demand the policy or policies of such insurance and the current receipt for every such payment
8. As often as the said dwellinghouse or other buildings or erections on the land shall be destroyed or damaged by fire a Purchaser shall forthwith rebuild and reinstate the same in accordance with plans and specifications that have been approved in writing by the Landlord under the direction and to the satisfaction of the Landlord. All monies to be received by virtue of any such insurance as aforesaid shall be applied so far as the same shall extend in so rebuilding and reinstating the said dwellinghouse or other buildings or erections in accordance with the then existing statutory provisions byelaws and regulations affecting the same and in accordance with any planning approval which may be necessary (which it shall be the obligation of the Purchaser to obtain) and in case the same monies shall be insufficient for that purpose then the Purchaser shall make up the deficiency out of the monies of the Purchaser
9. Upon the receipt of any notice order direction or other thing from any competent authority affecting or likely to affect the property whether the same shall be served directly on a Purchaser or the original or a copy thereof be received from any lessee or other person whatsoever the Purchaser will so far as such notice order direction or other thing or the Act regulations or other instrument under or by virtue of which it is issued or the provisions hereof require the Purchaser so to do comply therewith at the expense of the Purchaser and will forthwith deliver to the Landlord a copy of such notice order direction or other thing
10. A Purchaser or any tenant or other person claiming through him shall not carry on or permit to be carried on upon the property or in the dwellinghouse and other buildings or structures at any time erected thereon any trade or business whatsoever or use the same for the purpose of any trade or business but shall keep the same together with any garden forming part of the property as a private residence only

11. A Purchaser or any tenant or other person claiming through him shall not sell or otherwise dispose of any earth clay gravel or sand from the land or permit the same to be removed and shall not make any excavation without the prior written consent of the Landlord
12. A Purchaser or any tenant or other person claiming through him shall not do or permit or suffer to be done in or upon the property or any part thereof anything which may be or become a nuisance annoyance or cause damage or inconvenience to the Landlord the lessees and tenants of the Landlord and others the owners and occupiers of any adjoining or neighbouring properties
13. (A) Within one month of every conveyance or transfer by a Purchaser of the freehold of any house acquired by him or as soon as practicable after the devolution on death of such freehold a Purchaser shall give notice in writing with particulars thereof to the Landlord and shall produce to the Landlord the conveyance or transfer or in the case of a devolution on death the probate of the Will or the letters of administration under which such devolution arises and any assent in respect of such freehold

(B) Any Purchaser who fails so to do, shall, on demand, pay to the Landlord on an indemnity basis all and any costs (including administrative charges and legal costs) incurred by the Landlord in procuring a belated notice or otherwise a remedy for the breach
14. A Purchaser or any tenant or other person claiming through him shall permit the Landlord or the agent of the Landlord or the owners or occupiers of adjoining premises with all necessary workmen and appliances upon giving one week's previous notice in writing at all reasonable times to enter upon the property to execute repairs and other works on any adjoining premises the persons so entering upon the property making good all damage occasioned to the Purchaser by such entry
15. The Landlord and the lessees and tenants of the Landlord and others the owners and occupiers of adjoining and neighbouring properties shall be entitled:-
 - (1) To the free passage and running of water soil gas electricity and other services now or hereafter used and enjoyed from or to other buildings and land of the Landlord and the lessees and tenants of the Landlord and others as aforesaid through the mains pipes sewers drains channels and cables in or under the land
 - (2) To lay construct and maintain (or permit to be laid constructed and maintained) in or under the land such further mains pipes sewers drains channels manholes connections stopcocks inspection chambers and similar apparatus as may in the opinion of the Landlord be necessary
 - (3) With or without the agents and workmen of the Landlord and all other persons lawfully authorised upon giving at any time one week's previous notice in writing (except in any emergency) to enter upon the land or any part thereof for the purpose of laying constructing inspecting maintaining repairing and renewing any main pipe sewer drain channel manhole connection stopcock cable inspection chamber or similar apparatus the Landlord or such other persons as aforesaid making good all damage to the land by reason of the carrying out of any such works

APPENDIX 1

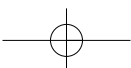
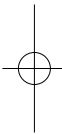
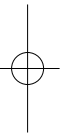
CODE OF BEST PRACTICE

(Terms defined by the Scheme of Management are used in the same sense in this Appendix)

1. The election of Residents' Members of the Committee shall be carried out as follows:

In each Recognised Associations' constituency area, a circular shall be delivered to each household and shall contain the following notices:

 - a) that an election will take place, including date, time and place.
 - b) that the Secretary (address to be given) will now receive nominations for candidates only until (date to be given).
 - c) that three proposers will be necessary for each nominee, that no person may nominate more than one candidate, and that the candidate must have signified his acceptance of nomination.
 - d) the residential/age qualifications required by proposers, candidates and electors.
 - e) that the names of candidates will be posted on notice boards on (date to be given).
 - f) the method of election.
2. The Recognised Association should jointly place an advertisement in the local press immediately before the date of the election giving details.
3. Recognised Associations should not necessarily arrange to nominate candidates, but that it should be their duty to see that at least one nomination is forthcoming.
4. Recognised Associations should amend their constitutions as necessary to incorporate the system of elections, and that the system should only be changed by mutual agreement of all the Recognised Associations.
5. The text of the note is reproduced in full and has been amended only to take account of the fact that the Scheme has been brought into force and to take account of defined terms in the Scheme; or specific Scheme provisions.





SERVING COMMUNITIES SINCE 1900

Bournville Village Trust, Estate Office
Oak Tree Lane, Birmingham B30 1UB