

Chaffcombe Village Hall Trust Deed (Working Copy)

This Conveyance is made the fourth day of September One thousand nine hundred and sixty-one BETWEEN THE BATH AND WELLS DIOCESAN BOARD OF FINANCE whose registered office is at The Deanery Wells in the county of Somerset (hereinafter called “the Vendor”) of the one part and BENJAMIN S BARNES of Avishayes Chard in the county of Somerset and D RICHARDS of Chaffcombe near Chard aforesaid (hereinafter called “the Trustees”) of the other part.

WHEREAS:-

- (1) By virtue of a Scheme framed by the Minister of Education under the Endowed Schools Acts 1869/74 as applied by an Order of the Minister dated the Fifteenth day of July One thousand nine hundred and fifty-three made under Section 86(1) of the Education Act 1944 as amended by the Education Act 1946 which was approved by Her Majesty Queen Elizabeth the Second in Council on the Twenty-eighth day of October One thousand nine hundred and fifty-three the property hereinafter described is vested in the Vendors as the Governing Body under such Scheme upon charitable trusts for educational purposes.
- (2) The Vendor as the Governing Body was by the said Scheme authorised to sell any of the premises of the foundations subject to the approval of the Minister of Education.
- (3) The property hereinafter described is one of the foundations specified in the Schedule to the said Scheme and it was not a property vested in the Official Trustee of Charity lands.
- (4) By a Letter dated the Thirtieth day of May One thousand nine hundred and sixty the Minister of Education approved the sale by the Vendor of the property hereinafter described at the price of Seven hundred pounds and the Vendor has agreed with the Trustees for the sale to them of the said property at such price.

NOW THIS DEED WITNESSETH as follows:-

- (1) IN consideration of the sum of Seven hundred pounds now paid by the Trustees to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as Trustee hereby conveys unto the Purchaser ALL THAT piece or parcel of land know as Chaffcombe School and for the sake of identification only more particularly delineated and edged pink on the plan annexed hereto TO HOLD the same unto the Trustees in fee simple upon the Trusts and

subject to the powers and provisions set out in the First Schedule hereto.

- (2) THE Vendor hereby acknowledges the right of the Trustees to production of the said letter from the Minister of Education dated the Thirtieth day of May One thousand nine hundred and sixty and to delivery of copies thereof.
- (3) IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of Three thousand five hundred pounds

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

THE FIRST SCHEDULE before referred to

Clause 1

VILLAGE HALL

- (1) The property hereby conveyed (hereinafter called “the Trust Property”) shall be held upon trust for the purposes of a Village Hall for the use of the inhabitants of Chaffcombe and the neighbourhood (hereinafter called “the area of benefit”) without distinction of sex or of political religious or other opinions and in particular for use for meetings lectures and classes and for other forms of recreation and leisure-time occupation with the object of improving the conditions of life for the said inhabitants.
- (2) The Charity hereby created (hereinafter called “the Foundation) shall except as in this Deed provided be administered in conformity with the provisions of this Deed under the title of the Chaffcombe Village Hall by the Committee of management hereinafter constituted who shall be the administering trustees thereof
- (3) Until the end of the first Annual General Meeting to be held after the execution of this Deed the Foundation shall be administered by the persons to whom the property is conveyed

Clause 2

VESTING IN THE OFFICIAL CUSTODIAN FOR CHARITIES

The Committee and all persons holding any property on behalf of the Foundation shall unless the Minister of Education in writing otherwise directs take such steps as may be necessary for the purpose of vesting in the Official Custodian for Charities all freehold and leasehold lands and hereditaments at any time belonging to the Foundation

Clause 3

COMMITTEE OF MANAGEMENT

- (1) The Committee of Management (hereinafter called “the Committee”) shall consist of Elected and Representative Members and may include Co-opted Members
- (2) Five Elected Members of the Committee (other than those appointed under Clause 5 to fill casual vacancies) shall be elected at the Annual General Meeting to be held as in this Deed provided for a term of office commencing at the end of the Annual General Meeting at which they are elected and expiring at the end of the Annual General Meeting in the following year.
- (3) Four Representative members of the Committee shall be appointed by such appointing organisations as are set out in the Second Schedule and their names shall be notified by each appointing organisation to the Secretary of Committee. They shall except in the case of such members appointed to fill casual vacancies be appointed before the Annual General Meeting in any year for a term of office commencing at the end of the Annual General Meeting next after their appointment and expiring at the end of the Annual General Meeting in the following year
- (4) The Committee shall have power to co-opt not more than two members to hold office until the end of the Annual General Meeting following their co-option
- (5) Any competent member of the Committee may be re-appointed or re-elected

Clause 4

ADDITIONAL MEMBERS

In the event of any application for representation on the Committee being received from any existing or newly-formed organisation operating in the area of benefit the Committee may upon a resolution supported at a duly constituted meeting of the Committee by the votes of a majority of not less than two-thirds of all members of the Committee allow such organisation to appoint a Representative Member of the Committee in the same manner as if such organisation had been specified in the Second Schedule to this Deed

Provided that no such resolution of the Committee shall be effective until it has been approved in writing by the Minister of Education

Clause 5

CASUAL VACANCIES

Upon the occurrence of a casual vacancy the Committee shall cause a note thereof to be entered in their minute book at their next meeting and if in the office of Representative Member it shall be notified as soon as possible to the proper appointing organisation. A casual vacancy in the office of Elected Member may be filled by the Committee and in the office of Representative Member by the proper appointing organisation

A Member appointed to fill a casual vacancy shall hold office only for the unexpired term of office of the Member in whose place he is appointed

Clause 6

FAILURE TO APPOINT

The proceedings of the Committee shall not be invalidated by any failure to appoint or any defect in the appointment election or qualification of any Member

Clause 7

DECLARATION OF MEMBERS

No person shall be entitled to act as a Member of the Committee whether on a first or on any subsequent entry into office until after signing the minute book of the Committee a declaration of acceptance and or willingness to act in the trusts of this Deed

Clause 8

MEMBERS NOT TO BE PERSONALLY INTERESTED
IN THE FOUNDATION

Except with the approval in writing of the Minister of Education no Member of the Committee or his or her spouse shall take or hold any interest in any property belonging to the Foundation otherwise than as a trustee for the purposes thereof or receive any remuneration or be interested in the supply of work or goods at the cost of the Foundation

Clause 9

DETERMINATION OF MEMBERSHIP

Any Member who is adjudged bankrupt or who makes a composition or arrangement with his creditors or who is incapacitated from acting or who communicates in writing to the Committee a wish to resign shall thereupon cease to be a Member

Clause 10

MEETINGS OF COMMITTEE

The Committee shall hold at least two ordinary meetings in each year and may hold such other ordinary meetings as may be required. A special meeting may be summoned at any time by the Chairman or any two Members upon seven clear days' notice being given to all the other Members of the matters to be discussed

Clause 11

CHAIRMAN AND VICE-CHAIRMAN

The Committee at their first meeting in each year after the Annual General Meeting shall elect one of their number to be Chairman of their meetings and may elect one of their number to be Vice-Chairman. The Chairman and Vice-Chairman shall continue in office until their successors are respectively elected

If the Chairman is absent from any meeting the Vice-Chairman (if any) shall preside; otherwise the Members present shall before any other business is transacted choose one of their number to preside at that meeting

Clause 12

VOTING

Every matter shall (except as in this Deed provided) be determined by the majority of the Members present and voting on the question. In case of equality of votes the Chairman of the meeting shall have a second or casting vote

Clause 13

ANNUAL GENERAL MEETING

- (1) There shall be an Annual General Meeting in connection with the Foundation which shall be held in the month of April each year or as soon as practicable thereafter
- (2) All inhabitants of the area of benefit of eighteen years of age and upwards shall be entitled to attend and vote at the Annual General Meeting
- (3) The first Annual General Meeting after the date of this Deed shall be convened by the persons to whom the property is conveyed and subsequent Annual General Meetings by the Committee. Public notice of every Annual General Meeting shall be given in the area of benefit at least seven days before the date thereof by affixing a notice to some conspicuous part of the rust Property or other

conspicuous place in the area of benefit and by such other means as the Committee shall think fit

- (4) The persons who are present at the first Annual General Meeting after the date of this Deed shall before any other business is transacted appoint a chairman of the meeting. The Chairman of subsequent Annual General Meetings shall be the chairman for the time being of the Committee. In his absence the Vice-Chairman (if any) shall take the chair but if neither is present the persons present shall before any other business is transacted appointed a Chairman of the Meeting
- (5) The Committee shall present to each Annual General Meeting the report and accounts of the Foundation for the preceding year

Clause 14

APPLICATION OF INCOME

After payment of any expenses of administration the net income of the Foundation shall be applied by the Committee in one or other or both of the following ways:-

- (a) In the maintenance upkeep and insurance of the Trust Property and the payment of rates taxes and other expenses in connection therewith and its use for the purposes specified in this Deed
- (b) In otherwise furthering the purposes specified in this Deed

Clause 15

REPAIRS AND INSURANCE

The Committee shall keep in repair and insure against fire burglary public liability and other insurable risks all the buildings of the Foundation not required to be kept in repair and insured by the lessees or tenants thereof

Clause 16

SURPLUS CASH

Any sum of cash at any time belonging to the Foundation and not needed as a balance for working purposes shall (unless otherwise directed by the Minister of Education) be treated as capital and invested

Clause 17

FURTHER ENDOWMENTS

The Committee may receive any additional donations or endowments for the general purposes of the Foundation

Clause 18

MINUTES AND ACCOUNTS

The Committee shall provide and keep a minute book and books of account. All proper accounts in relation to the Foundation shall in each year be prepared and made out and copies sent to the Parish Council of any parish within the area of benefit or to the Chairman of the Parish Meeting of any such parish where there is no Parish Council and (on demand) to the Minister of Education

Clause 19

USE BY OTHER BODIES OR PERSONS

- (1) Subject and without prejudice to any use by the Committee for the purposes specified in this Deed the Trust Property may be used in accordance with any rules made by the Committee under Clause 22 for the said purposes by such bodies or persons as the Committee determine free of rent but subject to a payment in respect of the expenses of and incidental to the maintenance and use of the Hall and otherwise upon such terms as may be agreed
- (2) The Committee may from time to time permit the Trust Property to be used otherwise than for the purposes specified in this Deed subject to a payment sufficient at least to defray the expenses

incidental to the use in each case but so as not substantially to interfere with its use for the said purposes

Clause 20

MORTGAGES AND CHARGES

The Committee may with the consent of the Minister of Education from time to time by mortgage or otherwise obtain such advances on the security of the Trust Property or any part thereof as may be required for maintaining extending or improving the same or any part thereof or erecting any building thereon or for the work carried on therein and may continue or repay in whole or in part and from time to time any existing mortgage or charge on the Trust Property

Clause 21

LIQUIDATION

If the Committee decides at any time that on the ground of expense or otherwise it is necessary or advisable to discontinue the use of the Trust Property in whole or in part for the purposes stated in Clause 1 it shall call a meeting of the inhabitants of the age of Eighteen years or upwards of the area of benefit of which Meeting not less than Fourteen days notice (stating the terms of the Resolution that will be proposed thereat) shall be posted in a conspicuous place or places on the Trust Property and advertised in a newspaper circulating in the area of benefit and if such decision shall be confirmed by a majority of such inhabitants present at such Meeting and voting the Committee may with the consent of the Minister of Education let or sell the Trust Property or any part thereof. All moneys arising from such letting or sale (after satisfaction of any liabilities properly payable thereout) shall with such consent as aforesaid be applied either in the purchase of other property approved by the Committee and to be held upon the trusts for the purposes and subject to the provisions hereinbefore set forth (including this power) or as near thereto as circumstances will permit or towards such other charitable purposes or objects for the benefit of the inhabitants of the area of benefit as may be approved by the Minister of Education and meanwhile such moneys shall be invested in the name of the Official Custodian for Charities and any income arising therefrom shall either be accumulated (for such time as may be allowed by law) by investing the same and the

resulting income thereof in like manner as an addition to and to be applied as the capital of such investments or shall be used for any purpose for which the income of the Trust Property may properly be applied

Clause 22

RULES AND REGULATIONS

Within the limits prescribed by this the Committee from time to time may make and alter rules and regulations for the conduct of their business and for the summoning and conduct of their meetings the deposit of money at a proper bank the custody of documents and in particular with reference to:-

- (a) The terms and conditions upon which the Trust Property may be used in accordance with the provisions of this Deed and the sum (if any) to be paid for such use
- (b) The appointment as Secretary (to hold office at their pleasure) of one of themselves without remuneration or some other fit person at such remuneration as the Committee may determine
- (c) The appointment of an Auditor Treasurer and such other unpaid officers as they may consider necessary and the fixing of their respective terms of office
- (d) The engagement and dismissal of such paid officers and servants as the Committee may consider necessary and
- (e) The number of Members who shall form a quorum at meetings of the Committee Provided that the number of Members who shall form a quorum shall never be less than one-third of the total number of the Members for the time being

Clause 23

QUESTIONS UNDER DEED

Any question as to the construction of this Deed or as to the regularity or the validity of any acts done or about to be done under this Deed shall be determined conclusively by the Minister of Education upon such application made to him for the purpose as he thinks sufficient

Clause 24

INTERPRETATION

The Interpretation Act 1889 applies for the interpretation of this Deed as it applies for the interpretation of an Act of Parliament

THE SECOND SCHEDULE before referred to

Organisations

EXAMPLE:

The Committee of the Women's Institute

The Parochial Church Council

The Parish Meeting

The Chaffcombe Cricket Club

DEED OF VARIATION

This Deed is made on 2011 and is supplemental to the Trust Deed, dated 4th SEPTEMBER 1961 hereinafter called the principle deed.

The Trustees do hereby declare that the following variations be made to the principle deed.

ADDITIONS TO THE SECOND SCHEDULE

**CHAFFCOMBE PARISH COUCIL
THE ART GROUP
THE ART & CRAFT GROUP
CHAFFCOMBE SINGERS
THE EVENING YOGA GROUP
THE COFFEE MORNINGS GROUP
THE WHIST DRIVES GROUP**

REMOVALS FROM THE SECOND SCHEDULE

**THE COMMITTEE OF THE WOMEN'S INSTITUE
THE PARISH MEETING
THE CHAFFCOMBE CRICKET CLUB**

Signed on behalf of the Trustees

**S Robinson
(Chairman)**

Date

**M Miles
(Secretary)**

Date

