

## Village Hall Deeds

This Conveyance is made the 26th day of September 1968 between the Somerset County Council of County Hall Taunton in the County of Somerset (hereinafter called "the Vendor") of the one part and Parish Council of Hardington Mandeville in the County of Somerset (hereinafter called "the Trustees") of the other part Whereas the Vendor is seised in fee simple possession free from incumbrances of the hereditaments hereinafter described and has agreed to sell the same to the Trustees at the price of Three hundred pounds and whereas the Trustees hold the sum of Three hundred pounds which has been raised by voluntary contributions Upon Trust for the provision and maintenance of a Village Hall and the Trustees have requested the Vendor to convey the said hereditaments in manner and upon the trusts hereinafter appearing Now this conveyance witnesseth that in pursuance of the said agreement and in consideration of the sum of Three hundred pounds now paid by the Trustees to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as beneficial owner hereby conveys unto the Trustees all that piece or parcel of land situate at Hardington Mandeville in the County of Somerset together with the school house and buildings erected thereon or on some part thereof known as Hardington Mandeville former County School being for the purpose of identification only delineated and coloured pink on the plan hereto annexed 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 The Vendor hereby acknowledges the right of the Trustees to production of the Conveyance made on the 9th day of May 1921 between the Right Honourable Henry Berkley Viscount Portman of the one part and the Vendor of the other part and to delivery of copies thereof and hereby undertakes for the safe custody thereof 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 exceed five thousand five hundred pounds In witness whereof the Vendor has caused its Common Seal to be hereunto affixed and Will Joseph Allan White and Ernest Richard Sandiford two members of the said Parish Council have on behalf of the Parish Council hereunto set their hands and Seals the day and the year first before written THE FIRST SCHEDULE Clause 1 Village Hall (1) The property hereby conveyed (hereinafter called 'the Trust Property') shall be held in trust for the purposes of a Village Hall for the use of the inhabitants of Hardington Mandeville 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 Hardington Mandeville 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 specified in the Second Schedule hereto

Clause 2 The Custodian Trustee The Hardington Mandeville Parish Council shall be the custodian trustee of the Foundation and the provisions of sub-section (2) of Section 4 of the Public Trustees Act 1906 shall apply to the said Council and to the Committee respectively in like manner as they apply to the Public Trust and managing trustees

Clause 3 Committee of Management

(1) The Committee of Management (hereinafter called "the Committee") shall consist of Elected and Representative members and may include coopted 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) The Committee shall have power to co-opt no more than five members to hold office until the end of the Annual General Meeting following

(4) Any competent member of the Committee may be reappointed 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 the members of the Committee allow such an 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 Secretary of State for Education and Science (hereinafter called the "Secretary of State")

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 subsequent entry into office until after signing in the Minute Book of the Committee a declaration of acceptance of willingness to act in the Trusts of this Deed

Clause 8 Members not to be personally interested in the Foundation

Except with the approval of the Secretary of State 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 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 their 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 Members present 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 specified in the Second Schedule 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 Property or other conspicuous place in the area of benefit and by any 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 that 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 appoint 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 purpose shall (unless otherwise directed by the Secretary of State) 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 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 such Parish Council and (on demand) to the Secretary of State 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 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 Trust Property to be used otherwise than for the purposes specified in the 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 Secretary of State 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 out 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 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 purpose 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 Secretary of State let or sell the Trust Property or any part thereof. All money 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 such purposes and subject to the provisions hereinbefore set forth (including this power) or as near thereto as circumstances will permit towards such other charitable purposes or objects for the benefit of the inhabitants of the area of benefit as may be approved by the Secretary of State and meanwhile such moneys shall be invested in the name of the Official Trustee of Charitable Funds 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 Deed 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 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 of Secretary (to hold office at their pleasure) of one of themselves without 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 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 Members for the time being

Clause 23 Questions Under Deed Any questions as to the construction of this Deed or as to the regularity or validity of any acts done or about to be done under this Deed shall be determined conclusively by the Secretary of State upon such application made to him for the purposes as he thinks sufficient

Clause 24 Interpretation The Interpretation Act 1889 applies to the interpretation of this Deed as it applies to an Act of Parliament