

DATED

1st March

1994

THE PARISH COUNCIL OF
BUCKFASTLEIGH WEST

- and -

COMMITTEE OF MANAGEMENT

TRUST DEED

relating to:

Scoriton Village Hall

Harold Michelmores & Co.

SOLICITORS
Newton Abbot

THIS TRUST DEED is made the *first* day of *March*

One thousand nine hundred and ninety-four BETWEEN THE PARISH COUNCIL OF BUCKFASTLEIGH WEST (hereinafter called "the Council") of the first part and the COMMITTEE OF MANAGEMENT (hereinafter called "the Committee") of the other part



W H E R E A S:

(1) The Council holds the sum of FIFTY-TWO THOUSAND POUNDS (£52,000.00) which has been raised by voluntary contributions upon trust for the provision and maintenance of a Village Hall

(2) The Charity established by this deed shall be called the Scoriton Village Hall Trust

NOW THIS DEED WITNESSETH as follows:

1. THE Council will stand possessed of any lands and hereditaments which may be conveyed or assured to the Council by any deed expressed to be supplemental to these presents (or the proceeds of sale thereof where such lands and hereditaments have been conveyed and assured to the Council upon trust for sale) and any investments funds and other property (other than land) that may be vested in the Council by or in pursuance of any document referred to in these presents (all of which are hereinafter referred to as the trust property) upon trust to pay and apply both the capital and income thereof in furtherance of the objects of the Charity declared in Clause 3

2. WITHOUT prejudice to the generality of the provisions in Clause 1 and any power conferred by Statute or otherwise it is expressly declared that the Council under the direction of the Committee of Management being the person or persons by whom the Charity shall be administered in accordance with the provisions as set out in Clause 5 shall have power at any time and from time

to time to sell mortgage lease exchange or otherwise dispose of the trust property or any part thereof and that every part of the trust property and any income arising therefrom shall be applied in furtherance of the objects of the Charity and no distinction shall in this respect be made between capital and income

VILLAGE HALL TRUSTS

3. (1) The Trust Property shall be held upon trust for the purposes of a Village Hall for the use of the inhabitants of the Parish of Buckfastleigh West in the County of Devon (hereinafter called "the area of benefit") without distinction of political religious or other opinions including 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

ADMINISTRATION BY COMMITTEE

(2) The charity shall be administered in conformity with the provisions of this deed by the Committee who shall be the charity trustees of the charity within the meaning of section 46 of the Charities Act 1960

PROVIDED that until the end of the first annual general meeting to be held after the date of this deed the charity shall be administered in accordance with the provisions of this deed by the following persons:

Mr Jonathan Ashford - Chairman
Mrs Elaine French - Vice Chairman
Miss Alison Webber - Secretary
Mr Anthony Colwill - Buckfastleigh Parish Council
Mrs Tina Ashford - Flower Show
Mr Cyril Pearse - Badminton
Mrs Valerie Hoare - Combe Circle
Mrs Barbara Webb - The Twinning Association

VESTING IN THE OFFICIAL CUSTODIAN FOR CHARITIES

CUSTODIAN TRUSTEE

4. The Parish Council of Buckfastleigh West shall be Custodian Trustee of the charity and the provisions of sub-section (2) of section 4 of the Public Trustee Act 1906 shall apply to the said council and to the committee respectively in like manner as they apply to the Public Trustee and managing trustees

COMMITTEE OF MANAGEMENT

5. (1) Except as hereinafter in this paragraph provided the committee shall consist of 5 elected members and 5 representative members and may include not more than 5 co-opted members

(2) The elected members (other than those appointed under sub-paragraph (8) of this paragraph to fill casual vacancies) shall be elected at the annual general meeting to be held as in this deed provided (3) One representative member shall be appointed by each of the following organisations:

Twinning
Combe Circle
Badminton Club
Flower Show
Parish Council

A representative member shall ordinarily be appointed not more than one month before the annual general meeting: provided that an organisation which fails to appoint a representative member before such a meeting shall make the appointment as soon as practicable thereafter each organisation shall notify to the secretary of the committee the name of its representative

- (4) Co-opted members shall be appointed at a duly

constituted meeting of the committee

(5) Subject to the provisions of sub-paragraphs (6) and (8) of this paragraph the period of office of members shall commence:

(a) In the case of elected members at the end of the annual general meeting at which they were elected;

(b) In the case of representative members appointed before the annual general meeting in any year at the end of that meeting or in the case of a representative member appointed after such annual general meeting or to fill a casual vacancy on the day on which notification of his appointment is received by the secretary;

(c) In the case of co-opted members from the date of their co-option

(6) All members of the committee shall retire from office together at the end of the annual general meeting next after the date on which they came into office but they may be re-elected or re-appointed

(7) 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 organisation to appoint a representative member of the committee in the same manner as if such organisation had been named in sub-paragraph (3) of this paragraph a minute of the relevant resolution

authenticated by the chairman and the secretary should be
(a) placed with the title deeds and (b) kept with the
committee's working papers

(8) 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 in the office of representative member it shall be notified as soon as possible to the property appointed organisation. A casual vacancy in the office of elected member may be filled by the committee and the period of office of an elected member elected to fill a casual vacancy shall commence at the end of the meeting of the committee at which he was so elected

(9) The constitution of the committee as hereinbefore provided may on the application of the committee be altered from time to time by order of the Charity Commissioners

FAILURE TO APPOINT

6. 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

DECLARATION OF MEMBERS

7. 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 in the minute book of the committee a declaration of acceptance and of willingness to act in the trusts of this deed

MEMBERS NOT TO BE PERSONALLY INTERESTED IN THE CHARITY

8. Except in special circumstances with the approval in writing of the Charity Commissioners no member of the committee shall take or hold any interest in any property belonging to the

charity 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 charity

DETERMINATION OF MEMBERSHIP

9. 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

MEMBERS OF THE COMMITTEE

10. The committee shall hold at least two ordinary meetings in each year. 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

CHAIRMAN AND VICE-CHAIRMAN OF THE COMMITTEE

11. 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 respective successors are 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

MEETING IN COMMITTEE

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

ANNUAL GENERAL MEETING

13. (1) There shall be an annual general meeting in connection with the charity which shall be held in the month of May in 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 named in paragraph 1 (2) hereof 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 fourteen days before the date thereof by affixing a notice to some conspicuous part of the trust property or other conspicuous place in the area of benefit and by such other means as the conveners 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 appoint a chairman of the meeting. In case of equality of votes the chairman of the meeting shall have a second or casting vote

(5) The committee shall present to each annual general meeting the report and accounts of the charity for the preceding year

REPAIRS AND INSURANCE

14. The committee shall cause all the buildings and other property of the charity at all times to be kept in repair and sufficiently insured against all insurable risks including fire theft and public liability and shall whenever necessary procure (and act upon) a professional valuation for insurance purposes of the said buildings and property of the charity

APPLICATION OF INCOME

15. After satisfying its obligations under paragraph 12 hereof the committee shall as and when it thinks fit apply the net yearly income for the purposes of the charity

SURPLUS CASH

16. Any sum of cash at any time belonging to the charity and not needed as a balance for working purposes shall (unless otherwise directed by the Charity Commissioners) be invested

FURTHER ENDOWMENTS

17. The committee may receive any additional donations or endowments for the general purposes of the charity and it may also accept donations or endowments for any special objects connected with the charity not inconsistent with the provisions of this deed

MINUTES AND ACCOUNTS

18. The committee shall provide and keep a minute book and books of account. All proper statements of account in relation to the charity shall in each year be prepared as prescribed in Section 32 of the Charities Act 1960 and copies thereof shall be sent to the Parish Council [or chairman of the Parish Meeting] of Buckfastleigh West

MORTGAGES AND CHARGES

19. The committee may with consent of the Charity Commissioners 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 may repay in whole or in part and from time to time any existing mortgage or charge on the trust property

LETTING OR SALE

20. 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 paragraph 1 it shall call a meeting of the inhabitants of the age of eighteen years and 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 three quarters of such inhabitants present and voting at such meeting the committee may with the consent of the Charity Commissioners 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 shall 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 Charity Commissioners and meanwhile such moneys shall be invested 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 in furthering the purposes specified in this deed

RULES

21. Within the limits prescribed by this deed the committee may from time to time make and alter rules for the management of the charity and in particular with reference to:

(a) The terms and conditions upon which the trust property may be used by persons or bodies other than the committee for the purposes specified in this deed and the sum (if any) to be paid for such use;

(b) The deposit of money at a proper bank and the safe custody of documents;

(c) The appointment of an auditor;

(d) The engagement and dismissal of such officers servants and agents as the committee may consider necessary and the payment of such persons (not being members of the committee);

(e) The summoning and conduct of meetings including the number of members who shall form a quorum thereat: PROVIDED that at meetings of the committee the quorum shall not be less than one-third of the total number of the members for the time being

IN WITNESS whereof MICHAEL ERNEST FRENCH of Ingletts Farm

Michelcombe Holne Devon the Chairman presiding at a Meeting of the Council and ANTHONY COLIN COLWILL of Scoriton Farm Scoriton Buckfastleigh Devon the Vice-Chairman of the Council and MARTIN IVAN FOLEY of Burchetts Lodge Buckfastleigh aforesaid another Member of the Council have at the said Meeting for and on behalf of the Council executed this deed the day and year first before written and JONATHAN GEORGE ASHFORD of 16 Jordan Street Buckfastleigh aforesaid the Chairman of the Committee VALERIE HOARE of Moor-Cott Coombe Buckfastleigh aforesaid the Treasurer of the Committee and ALISON ANN WEBBER of 7 Marl Park Scoriton Buckfastleigh aforesaid another member of the Committee have hereunto executed this deed the day and year first before written

SIGNED as a deed by the said)
MICHAEL ERNEST FRENCH the said)
ANTHONY COLIN COLWILL and the)
said MARTIN IVAN FOLEY in the)
presence of:)

Handwritten signature
HF BAPTY

Handwritten text:
Dunham Cottage, Hayford, Scoriton Buckfastleigh
Leisure Development officer

Handwritten signatures:
M. French
A.C. Colwill
M.I. Foley

SIGNED as a deed by the said)
JONATHAN GEORGE ASHFORD the)
said VALERIE HOARE and the)
said ALISON ANN WEBBER in the)
presence of:)

Handwritten signature

ROBERT WILLIAM HAYDON
23 MARKET CLOSE, BUCKFASTLEIGH.
ELECTRICIAN.

Handwritten signatures:
J.G. Ashford
V. Hoare
A.A. Webber