

S.J. Collins, Esq. and Others.

TRUST DEED

Re: Marksbury Village Hall

Charity Number 304580

16 Apr 1963 (as amended by resolution under section 280
of the Charities Act 2011 on 26 February 2019)

This TRUST DEED is made the twentieth day of February one thousand nine hundred and sixty three BY SIDNEY JOHN COLLINS of Church Farm Marksbury in the County of Somerset; CLIFFIRD JAMES SANDS of The Mount Marksbury aforesaid; MARY GRANT GILES of Court Farm Marksbury aforesaid and DOROTHY BRIDGET BULLER LEYBORNE POPHAM formerly of Hunstrete House Pensford in the County of Somerset but now of Robin Hood House Little Gaddesden in the County of Hertford (hereinafter collectively referred to as the Trustees).

W H E R E A S

1. By a Conveyance made the Fifteenth day of April One thousand and fifty-seven between Eric Tremayne Buller Leyborne Popham of the first part Broadland Properties Limited of the second part and the Trustee of third part certain freehold land situate at Marksbury in the County of Somerset and more particularly described In the First Schedule hereto was conveyed to the Trustees in fee simple subject as therein mentioned and it was thereby declared that the Trustee should hold the said land upon trust for sale with power to postpone the sale thereof and to hold the net proceeds of sale and other money applicable as capital and the net rents and profits thereof until sale upon trust for themselves as joint tenants.
2. The said land was in fact purchased by the Trustees out of moneys provided by the Committee who form the Committee for the time being of the Marksbury Village Hall.

NOW IN CONSIDERATION of the premises THIS DEED WITNESSES that the Trustees hereby declare that they hold the said land together with any buildings erected or to be erected thereon Upon the trusts end subject to the powers and provisions set out in the Second Schedule hereto.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written.

THE FIRST SCHEDULE hereinbefore referred to

ALL THAT piece of land situate on the North West side of the road through the village of Marksbury in the County of Somerset which said piece of land contains 0.184 of an acre and

comprises part of No.84 on the Ordnance Survey Map for the Parish of Marksbury aforesaid and is for the purposes of identification only more particularly delineated and coloured pink in the plan annexed to the said Conveyance dated the Fifteenth day of April one thousand nine hundred and fifty seven subject to the exceptions and reservations and the covenants agreements and conditions contained or referred to in the said Conveyance.

THE SECOND SCHEDULE

1. VILLAGE HALL

- i. The property hereby conveyed (hereinafter called "the Trust Property") shall be held upon trust for the purposes of a Village Hall for the use the inhabitants of the Parish of Marksbury and the neighbourhood (herein 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 occupations with the object of improving the conditions of life for the said inhabitants.
- ii. The Charity hereby created (hereinafter called "the Foundation") except as in this Deed provided be administered in conformity with the provisions of this Deed under the title of the Marksbury Village Hall by Committee of Management hereinafter constituted who shall be the administer trustees thereof.
- iii. Until the end of the first Annual General Meeting to be held after execution of this Deed the foundation shall be administered by the Trustees.

2. VESTING IN THE OFFICIAL CUSTODIAN FOR CHARITIES

The Committee and all persons holding any property on behalf of 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.

3. COMMITTEE OF MANAGEMENT

- i. The Committee of Management (hereinafter called the "Committee") shall consist of Elected and Representative Members and may include Co-opted Members.

- ii. (Four) 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.
- iii. (Eight) Representative Members of the Committee shall be appointed by such appointing organisations as are set out in the Third Schedule and their names shall be notified by each appointing organisation to the Secretary of the Committee. They shall except in the case of such member 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 Annual General Meeting in the following year.
- iv. The Committee shall have power to co-opt not more than four members to hold office until the end of the Annual General Meeting following the co-optation.
- v. Any competent member of the Committee may be re-appointed or re-elected.

4. ADDITIONAL MEMBERS

In the event of any application for representation on the being received from any existing or newly formed organisation operating 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 more than two-thirds of all the members of the Committee allow such 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 until it has been approved in writing by the Minister of Education.

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 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 appointed.

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.

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 in the minute book of the Committee a declaration of acceptance and of willingness to act in the trust of this Deed.

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.

9. DETERMINATION OF MEMBERSHIP

A person shall cease to be a charity trustee Member if he or she:

- i. is disqualified for acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011 or any statutory re-enactment or modification of that provision;
- ii. in the written opinion, given to the charity, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a trustee and may remain so for more than three months;
- iii. is absent without the permission of the Committee from all their meetings held within a period of six months and the Committee resolve that his or her office be vacated;

- iv. notifies in writing to the Committee a wish to resign (but only if enough Members will remain in office when the notice of resignation takes effect to form a quorum for meetings); or
- v. has three-quarters of the Members decide at a meeting of the Management Committee that it is in the best interests of the Charity that the Member in question should be removed as a Member, and pass a resolution to that effect. A resolution to remove a Member in accordance with this clause shall not take effect unless the individual concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making oral and/or written representations to the Members.

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.

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.

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.

13. ANNUAL GENERAL MEETING

- i. There shall be an Annual General Meeting in connection with the Foundation which shall be held in the month of October each year or as soon as practicable thereafter.
- ii. 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.
- iii. The first Annual General Meeting after the date of this Deed shall be convened by the Trustees 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 Trust Property or other conspicuous place in the area of benefit and by such other means as the Committee shall think fit.
- iv. 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.
- v. The Committee shall present to each Annual General Meeting the report and accounts of the Foundation for the preceding year.

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.

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.

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.

17. FURTHER ENDOWMENTS

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

18. MINUTES AND ACCOUNTS

The Committee must keep minutes, in books kept for the purpose or by such other means as the Committee decide, of the proceedings at their meetings. In the minutes the Committee must record their decisions and, where appropriate, the reasons for those decisions. The Committee must approve the minutes in accordance with the procedures, laid down in regulations made under clause 22 of this Deed. The trustees must comply with their obligations under the Charities Act 2011 with regard to:

- i. The keeping of accounting records for the Foundation;
 - ii. The preparation of annual statements of account for the Foundation;
 - iii. The auditing or independent examination of the statements of account of the Foundation;
 - iv. The transmission of the statements of account of the Foundation to the Commission;
 - v. The preparation of an Annual Report and its transmission to the Commission;
- and
- vi. The preparation of an Annual Return and its transmission to the Commission.

19. USE BY OTHER BODIES OR PERSONS

- i. 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.
- ii. 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 purpose.

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 tending or improving the sgame or any part thereof or erecting any building hereon 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..

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 18 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 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 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 purposes for which the Income of the Trust property may properly be applied.

22. RULES AND REGULATIONS

The Committee may from time to time make and alter rules and regulations for the management of the Foundation and the conduct of their business, including:

- i. The summoning and conduct of meetings;
- ii. Methods of making decisions in order to deal with cases or urgency when a meeting is impractical;
- iii. The deposit of money at a bank;
- iv. The custody of documents;
- v. The code of conduct;
- vi. The keeping and authenticating of records (if regulations made under this clause permit records of the Foundation to be kept in electronic form and requires a trustee to sign the record, the regulations must specify a method of recording the signature that enables it to be properly authenticated);
- vii. 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;
- viii. 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;
- ix. 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;

- x. The engagement and dismissal of such paid officers and servants as the Committee may consider necessary; and
- xi. 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.

The Members must not make regulations which are inconsistent with anything in this Deed.

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.

24. INTERPRETATION

The Interpretation Act, 1889, applies to the interpretation of this Deed as it applies to an Act of Parliament.

25. DELEGATION

In addition to their statutory powers, the Members may delegate any of their powers or functions to a sub-committee of two or more Members. A sub-committee must act in accordance with any directions given by the Committee. It must report its decisions and activities fully and promptly to the Members. It must not incur expenditure on behalf of the Charity except in accordance with a budget previously agreed by the Committee.

The Members must exercise their powers jointly at properly convened meetings except where they have:

- i. Delegated the exercise of the powers (either under this provision or under any statutory provision), or
- ii. made some other arrangements, by regulations under clause 22.

The Members must consider from time to time whether the powers or functions which they have delegated should continue to be delegated.

26. AMENDMENT OF TRUST DEED

The Members may amend the provisions of this Deed, provided that:

- i. No amendment may be made to clause 3 (Objects), clause 8 (Duty of care and extent of liability), clause 27 (Application of income and property) and clause 28 (Benefits and payments to charity trustees and connected persons), clause 32 (Dissolution) or this clause without the prior consent in writing of the Commission; and
- ii. No amendment may be made that would have the effect of making the Charity cease to be a charity at law.
- iii. No amendment may be made to alter the objects if the change would undermine or work against the previous objects of the Charity.

Any amendment of this deed must be made by deed following a decision of the Members made at a special meeting.

The Members must send to the Commission a copy of the Deed effecting any amendment made under this clause within three months of it being made.

THE THIRD SCHEDULE

Organisations

The Committee of the Women's Institute

The Parochial Church Council

Marksbury Parish Council

Marksbury Billiards and Snooker club

[original signed]