

DATED

1st August

1994

In the Estate of
Thomas George Noel Bates deceased

N.F.TEBBUTT ESQ and OTHERS

- to -

THE PARISH COUNCIL OF STAPLOE
in the County of Bedford

CONVEYANCE AND TRUST DEED
relating to Staploe Village Hall

Mills & Reeve
Cambridge (CJ)
bjn9268.xdoc



THIS CONVEYANCE AND TRUST DEED is made the *first* day of *August* 1994 BETWEEN NORMAN FREDERICK TEBBUTT of Hollow Farm Road Winwick Huntingdon Cambridgeshire JOHN HENRY BASS of The Butts 60 Duloe Huntingdon aforesaid (hereinafter called "the Executors") of the first part DAVID GRAHAM BATES of The Manor Wyboston Bedford JANET MUST of Church Farm Roxton Bedford and ELLEN MARY NOEL BATES of Falls Farm House Duloe Bedfordshire (hereinafter called "the beneficiaries") of the second part and THE PARISH COUNCIL of Staploe in the County of Bedford (hereinafter called "the Council") which expression shall where the context so admits include the Council's successor in title of the third part

SEISIN OF GRANTOR

WHEREAS :-

- (1) Thomas George Noel Bates ("the deceased") died on the Ninth day of April One Thousand nine hundred and eighty nine having by his Will dated the twenty-ninth day of June One thousand nine hundred and eighty eight with one Codicil dated the twenty seventh day of October One thousand nine hundred and eighty eight (together "the Will") appointed the Executors as executors thereof
- (2) The Will was proved by the Executors on the Nineteenth day of June One thousand nine hundred and ninety in the Ipswich District Probate Registry
- (3) By virtue of the Will (as varied by a Deed of Variation dated the thirty first day of December One thousand nine hundred and ninety and made between the Executors of the one part and the Beneficiaries of the other part) the deceased gave his residuary estate (subject to the legacies therein contained) to the Executors upon trust to sell it and after payment of all his debts funeral and testamentary expenses to hold the net proceeds of sale upon trust for the Beneficiaries in equal shares absolutely
- (4) The property hereinafter described ("the property") forms part of the deceased's residuary estate
- (5) At the request of the Beneficiaries the Executors wish to convey the property to the Council upon the trusts hereinafter described

POWER OF PARISH COUNCIL

AND WHEREAS the Council is authorised by Section 139 of the Local Government Act 1972 to accept hold and administer any gift of property for the benefit of the inhabitants of the Parish or any part thereof

NOW THIS DEED WITNESSETH as follows :

1. Declaration of Trust
The Council is the Trustee of the Staploe Village Hall (hereinafter called "the Charity")
2. The land conveyed will as a result of this Conveyance be held by or in trust for the Charity and the Charity is not an exempt charity and the

restrictions on disposition imposed by Section 36 of the Charities Act 1993 will apply to the land (subject to sub-section (9) of the section)

3. Conveyance

In consideration of the premises the Executors as trustees HEREBY CONVEY unto the Council ALL THAT piece or parcel of land being part of College Farm situate at Duloe in the Parish of Staploe in the County of Bedford being part of Ordnance Number 6674 on the Ordnance Survey map for the said Parish of Staploe and having a frontage to the road leading from Duloe to Woodhouse Lane of 96 feet or thereabouts and a depth on the east side of 58 feet or thereabouts as the same is for the purposes of identification only drawn on the plan annexed hereto and thereon coloured red together with the building erected thereon TO HOLD the same unto the Council in fee simple upon the Trusts and subject to the powers and provisions set out in the First Schedule hereto

4. Acknowledgement for production of documents.

The Executors hereby acknowledge the right of the Council to production of the deeds and documents specified in the Second Schedule hereto and to delivery of copies thereof and hereby undertake for the safe custody thereof

5. Certificate of Value.

It is hereby certified that this instrument falls within category L in the Schedule to the Stamp Duty (Exempt Instrument) Regulations 1987 .

IN WITNESS WHEREOF the Executors and Beneficiaries have hereunto set their hand and seal and M. C. SHEARD and W. J. CUTTS two members of the Council have pursuant to a resolution of the Council passed on the 22nd day of MARCH 1994 hereunto set their hands and seals the day and year first before written

FIRST SCHEDULE

1. Village Hall Trusts and Administration by Committee

- (A) 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 the Civil Parish of Staploe in the County of Bedford (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
- (B) The Charity shall be administered in conformity with the provisions of this Deed by the Committee of Management hereinafter constituted (and hereinafter called "the Committee") who shall be the Charity Trustees of the Charity within the meaning of Section 47 of the Charities Act 1993

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

Roland Daniels
Kathleen Daniels
Eric Morley

Peter Mitchell
Joan Mitchell
Edith Gray

College farm

Duloe

Orchard Cottage

Duloe Butte

6441
3 551/2
5 3'

5451
7271/2
55

5451
6171/2
1-59

B 21 25 45m

35 7m

7347
124-1
52

Pamela Morley
Moira Davies

Ethel Cooper

2. Vesting in the Custodian Trustee

The Parish Council of Staploe shall be the custodian trustee of the charity and the provisions of the 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.

3. Committee of Management

- (1) Except as hereinafter in the clause provided the Committee shall consist of four elected members and five representative members and may include not more than two co-opted members
- (2) All elected members of the Committee must reside in the Parish of Staploe. Any elected member of the Committee ceasing to reside in the Parish of Staploe shall continue to hold office until the next Annual General Meeting when he or she must resign and shall not be eligible for re-election for so long as he or she shall reside outside the Parish.
- (3) The elected members (other than those appointed under Sub-Paragraph (9) of this paragraph to fill casual vacancies) shall be elected at the Annual General Meeting to be held as in this Deed provided.
- (4) Representative members shall be ~~appointed~~ ^{acquainted} by each of the following organisations who shall each appoint the number of representative members shown opposite their names without regard to residential qualification :-

M&R

<u>Name of Organisation</u>	<u>Number of Members</u>
Staploe Parish Council	2
3 Hamlets Club	1
Duloe and Staploe Cricket Club	1
Staploe Parish Social Club	1

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 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

- (5) Co-opted members shall be appointed at a duly constituted meeting of the Committee in any year in which following the election and appointment of members of the Committee there shall be for that year no elected or appointed member resident in any one or more of the three hamlets of Staploe Duloe and Honeydon then the Committee shall use all reasonable endeavours to co-opt to the Committee one member resident in each or any of the said hamlets that has or have no Committee member resident in it or them
- (6) Subject to the provision of Sub-paragraphs (7) and (9) of this paragraph the period of office of member 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 the Annual General Meeting, or to fill a casual vacancy, on the day on which notification of his or her appointment is received by the Secretary
- (c) In the case of a co-opted members from the date of their co-option

M&R (7) 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 (subject to the provision of sub - paragraph (2) of this paragraph) they may be re-elected or re-appointed

- (8) 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 the 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 the sub-paragraph (4) of this paragraph

A minute of the relevant resolution, authenticated by the Chairman and the Secretary shall be

- (a) Placed with the title deeds and
- (b) Kept with the Committee's working papers

- (9) 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 a 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

- (10) 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

4. 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

5. Declaration of Members

No person shall be entitled to act as a member of the Committee, whether on a first or 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.

6. Members not to be personally interested in the Charity
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
7. 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 a Committee a wish to resign shall thereupon cease to be a member
8. Meetings of the Committee
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.
9. The Chairman and Vice-Chairman of the Committee
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 meeting and may elect one of their member 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.
10. Voting in Committee
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 second or casting vote.
11. Annual General Meeting
 - (1) There shall be an Annual General Meeting in connection with the Charity which will be held in the month of October 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 (b) hereof and subsequent Annual General Meetings by the Committee. Public notice of every Annual General shall be given in the area of benefit at least 14 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.

12. Repairs and Insurance

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

13. Application of Income

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.

14. Surplus Cash

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

15. Further Endowments

The Committee may receive any additional donation 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.

16. Minutes and Accounts

- (1) The Committee shall keep Minutes in books kept for the purpose of the proceedings at their meetings
- (2) The Committee shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to
- (a) The keeping of accounting reports of the Charity;
 - (b) The preparation of Annual Statements of Account of the Charity;
 - (c) The auditing or independent examination of the statements of account of the Charity;
 - (d) The transmission of the statements of account of the Charity to the Commissioners

17. Annual Report and Annual Return

- (1) The Committee shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the Commissioners.
- (2) The Committee shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Commissioners.

18. Receipts and Expenditure

The funds of the Charity, including all donations, contributions and bequests, shall be paid into an account operated by the Committee in the name of the Charity at such bank as the Committee shall from time to time decide. All cheques drawn on the account must be signed by two members of the Committee.

19. Mortgages and Charges

The Committee shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to any sale lease mortgage or other disposal of its land or buildings

20. Letting or Sale

If the Committee decides at any time that on the grounds 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 upward of the area of benefit of which meeting not less than fourteen days notice (stating the terms of the resolution that would be proposed thereat) shall be posted in a conspicuous place or placed 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 and insofar as the Trustees shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) in this regard may let or sell the Trust Property or any part thereof. All monies arising from such letting or sale (after satisfaction of any liabilities properly payable thereout) shall 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 benefits of the inhabitants of the area of benefit as may be approved by the Charity Commissioners and meanwhile such monies 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 investment or shall be used if furthering the purposes specified in this deed

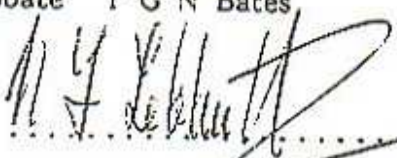
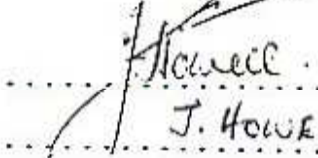
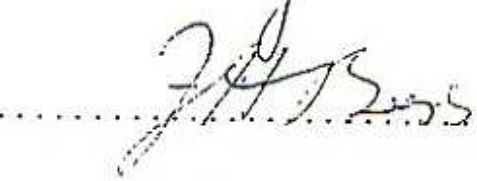
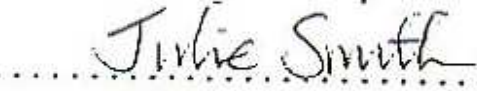
21. Rules

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 :

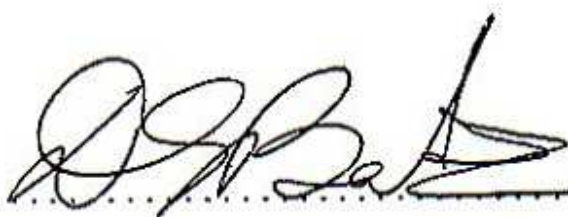
- (1) The terms and conditions upon which the Trust Property may be used by persons or bodies within the Committee for the purposes specified in this deed and the sum (if any) to be paid for such use
- (2) The deposit of money at a proper bank and the safe custody of documents
- (3) The appointment of an Auditor

- (4) 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)
- (5) The summoning and conduct of meetings including the number of members who shall form the quorum thereat: provided that at meetings of the Committee the quorum shall not be less than one-third of the total numbers of the members for the time being

SECOND SCHEDULE

<u>Date</u>	<u>Document</u>	<u>Parties</u>
10th April 1946	Conveyance	H B Squire Esq (1) T G N Bates Esq (2)
19th June 1990	Grant of Probate	T G N Bates
Signed as a deed by the said Norman Frederick Tebbutt in the presence of:		
Witness' signature:		
Witness' name:		J. HOWELL
Witness' address:		7, SUNNYBANK, ST. NECTS CAMBS
Witness' occupation:		Secretary
Signed by as a deed by the said John Henry Bass in the presence of:		
Witness' signature:		
Witness' name:		JULIE SMITH
Witness' address:		7 ROWLEY ROAD ST. NECTS CAMBS
Witness' occupation:		SECRETARY

Signed as a deed by David
Graham Bates in the presence of:

..... 

Witness' signature:

..... M. J. SCOTCHER

Witness' name:

..... M. J. SCOTCHER

Witness' address:

..... H. STAPHOE

..... ST. NEOTS

..... CAMBS.

Witness' occupation:

..... HOUSEWIFE

Signed as a deed by Janet Must in
the presence of:

..... Janet Must.

Witness' signature:

..... Sheila P. Mousley

Witness' name:

..... SHEILA P. MOUSLEY

Witness' address:

..... LEA ... COITAGE

..... DLO. HARROLDEN ROAD

..... BENFORD:

Witness' occupation:

..... SECRETARY: