

DATED

21st April

198~~4~~⁶

THE GLOUCESTER DIOCESAN TRUST LIMITED
at the request and at the direction of
THE VICAR AND CHURCHWARDENS OF THE
ECCLESIASTICAL PARISH OF FALFIELD

- to -

THE TRUSTEES OF FALFIELD VILLAGE HALL

LEASE AND TRUST DEED

- relating to -

Falfield Village Hall, Falfield, Avon

OSBORNE CLARKE,
30 Queen Charlotte Street,
Bristol,
BS99 7QQ.

2-501
Laf

PRESENTED
- 6 JUN 1986
No. 1552 Int

T H I S L E A S E A N D T R U S T D E E D made 15th day of April 1986 B E T W E E N THE GLOUCESTER

DIOCESAN TRUST LIMITED whose registered office is situate at Church House College Green Gloucester GL1 2LY (hereinafter called "the Lessor" which expression where the context admits includes the persons for the time being entitled in reversion expectant on the term hereby granted) of the first part and THE REVEREND RAYMOND ARTHUR WATERSON of Falfield Vicarage Wotton-under-Edge in the County of Gloucester JOHN ANGELL-JAMES of Sundayshill House Falfield in the County of Avon and EDGAR GADSBY of Horseshoe Farm Falfield aforesaid being the Vicar and Churchwardens for the time being of the Ecclesiastical Parish of Falfield aforesaid (hereinafter called "the Managing Trustees") of the second part and The Parish Council of Falfield in the County of Avon (hereinafter called "the Lessees" which expression where the context so admits includes the person or persons deriving title under them) of the third part

C



W I T N E S S E T H as follows:-

1. The property described in the First Schedule hereto (hereinafter called "the said property") belongs to the Charity founded by a Conveyance dated the 27th day of October 1903 made between Sir George Banks Jenkinson of the one part and the Gloucester Diocesan Trustees of the other part and is vested in the Lessor as Custodian Trustee of the said Charity and by virtue of a Scheme made by the Charity Commissioners for England and Wales (hereinafter called "the Charity Commissioners") on the 14th day of October 1985 the Managing Trustees are the Managing Trustees thereof
2. The Lessees are the Trustees of the Falfield Village Hall being a Charity intended to be founded by this Lease and Trust Deed (hereinafter called "the Charity")

3. By the aforesaid Scheme of the Charity Commissioners the Lessor and the Managing Trustees were authorised to grant the Lease hereby made

4. The Lessor at the request and by the direction of the Managing Trustees hereby demises and the Managing Trustees hereby demise and confirm unto the Lessees ALL THAT the said property TO HOLD the same unto the Lessees from the date hereof for the term of 52 years upon the trusts and in manner and subject to the powers and provisions set out in the Second Schedule hereto PAYING therefor during the said term unto the Managing Trustees the yearly rent of Ten pounds by annual payments in arrear on each anniversary of the date hereof during the said term without any deduction the first of such payments to be made on the first anniversary of the date hereof

5. The Lessees hereby jointly and severally covenant with the Lessor and by way of separate covenant with the Managing Trustees (but not so as to impose any personal liability on the Official Custodian for Charities if the said term shall become vested in him) as follows:-

- (1) To pay the said rent at the times and in manner aforesaid without any deduction
- (2) To pay all existing and future rates taxes and assessments and outgoings payable by law in respect of the said property whether by the owner or the occupier
- (3) To keep the said property and all fixtures and fittings and appurtenances belonging thereto in good and substantial repair and condition and in good decorative repair and condition both inside and out and to re-decorate the same as often as may be necessary or required and in particular in the last year of the said term or at any sooner determination thereof
- (4) At the end or sooner determination of the said term to yield up the said property in a state conformable with the repairing and decorating covenant aforesaid and in a clean and tidy condition

- (5) The Lessor and the Managing Trustees and their authorised agents may once in every year during the said term at reasonable times in the daytime enter the said property to examine the state and condition thereof and all defects which shall be found to give or leave notice in writing to the Lessees or upon the said property for the Lessees to repair and make good the same
- (6) Within three months from the giving or leaving of such notice to repair and decorate the said property accordingly
- (7) (a) To insure and keep insured all buildings for the time being on the said property from loss or damage by perils usually insured against in a comprehensive policy in some Insurance Office to be approved in writing by the Lessor and the Managing Trustees in the names of the Lessor the Managing Trustees and the Lessees to the full current cost of the replacement thereof and also Architects and Surveyors fees and also against such public liability and third party and other risks and to such extent as the Lessor or the Managing Trustees shall deem necessary or expedient and to pay all premiums necessary for the purposes aforesaid within ten days of the same becoming due
- (b) To produce the Policy and the receipt for the current year's premium on such insurance when required so to do by the Lessor or the Managing Trustees
- (c) In case the said property or any part thereof shall be destroyed or damaged by any peril insured against with all convenient speed to pay out and expend the insurance monies in re-building repairing and reinstating the same to the satisfaction of the Lessor and the Managing Trustees and in case such money shall be insufficient for the purpose to make good every such deficiency

- 8) To keep use and occupy the said property only for the Village Hall purposes set out in the Second Schedule hereto and to permit the Managing Trustees to have the use of the said property and the fixtures and fittings and furniture therein without payment on one day or part thereof in each month or on twelve days in each year for the purposes in connection with the furthering of the religious educational work of the Church of England in the said Parish
- (9) At all times to take all proper precautions to prevent damage or injury to any person or persons at any time in or upon the said property and to any property belonging to any third party and to make good any such damage or injury which may occur and save harmless and keep indemnified the Lessor and the Managing Trustees from and against all losses costs claims damages and liability in respect thereof
- (10) Not to make any alteration or addition to the said property without the previous consent in writing of the Managing Trustees
- (11) Not to assign the said property or any part thereof except to assign the whole of the same to a new Trustee or new Trustees for the Village Hall purposes set out in the said Second Schedule hereto and not to underlet the same or any part thereof
- (12) At the Lessees own cost to obtain all requisite planning and other consents to use the said property in manner aforesaid and also at the like cost to do all such acts and things and execute all such work as may from time to time during the said term be necessary for the purpose of complying with any Statute for the time being in force or any bye-laws or orders made or to be made by any local or other authority or otherwise in respect of the said property or the user thereof and whether affecting the owner or occupier of the same and to keep the Lessor and the Managing Trustees indemnified against all claims demands and liability in respect thereof

(13) Not to use or suffer the said property to be used for any illegal or immoral purpose and not to do or suffer on the said property any act or thing which shall or may be a nuisance damage or annoyance to the Managing Trustees or the neighbourhood and not to hold or permit any religious service to be held thereon without the consent of the Incumbent or other the Church of England Officiating Minister for the time being of the said Parish

(14) To pay the Lessor's and the Managing Trustees Solicitors' costs and disbursements of an incidental to this Lease (together with the Value Added Tax thereon) and the stamp duty on the Lease and Counterpart

6. Provided that if the rent hereby reserved or any part thereof shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the Lessees' part herein contained shall not be performed or observed then and in either of such cases it shall be lawful for the Lessor and the Managing Trustees at any time thereafter to re-enter upon the said property or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any other remedies of the Lessor or the Managing Trustees

7. The Lessor and the Managing Trustees hereby covenant with the Lessees that the Lessees paying the rent hereby reserved and observing and performing the covenants and conditions herein contained and on the part of the Lessees to be observed and performed shall peaceably and quietly enjoy the said property during the said term without any interruption by the Lessor or the Managing Trustees or any person rightly claiming under it but so that nothing in this covenant or in this Lease contained or implied shall extend to the acts of any person or persons claiming by title paramount

8. The Managing Trustees hereby covenant with the Lessor that the Managing Trustees will keep the Lessor fully and effectually indemnified from and against all matters of liability arising out of or incidental to this Lease and Trust Deed and all costs charges and expenses in connection therewith.

I N W I T N E S S whereof the Lessor has caused its Common Seal to be hereunto affixed and the Managing Trustees have and Arthur Henry Hook and Bernard Issac two members of the lessee have on behalf of the Lessee hereunto set their respective hands and seals the day and year first above written

THE FIRST SCHEDULE above referred to

ALL THAT piece or parcel of land situate in the Parish of Falfield in the County of Avon with the buildings erected thereon or on part thereof comprising the site and premises of the former Falfield Church School

THE SECOND SCHEDULE above referred to

1. (1) The said property shall be held upon trust for the purposes of a village hall for the inhabitants of the said Parish of Falfield (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

(2) 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 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:-

The said the Reverend Raymond Arthur Waterson of Falfield Vicarage aforesaid

William Hugh Armstrong of Stone Court (North) Stone Near Berkeley in the County of Gloucester

Kenneth Sheppard of "Timaru" Sundays Hill Lane Falfield aforesaid

2. The Lessees and all persons holding any property of the Charity shall take such steps as may be necessary for the purpose of vesting in the Official Custodian for Charities all freehold and leasehold property lands and other property at any time belonging to the Charity

3. (1) Except as hereinafter in this clause provided the committee shall consist of six elected members and eight representative members and may include not more than four co-opted members

(2) The elected members (other than those appointed under sub-clause (8) of this clause 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:-

The Parish Council of the Parish of Falfield

The Parochial Church Council of the Ecclesiastical Parish of Falfield

The Womens Institute

The "Happy Circle"

The Falfield Youth Club

The Falfield Scout Group

The Woodford Band

The Falfield Sewing Circle

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

(4) Co-opted members shall be appointed at a duly constituted meeting of the committee

(5) Subject to the provisions of sub-clause (6) and (8) of this clause 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) At the first Annual General Meeting of the Charity of the six elected members three shall be elected to hold office for a period of one year and three shall be elected to hold office for a period of two years. Thereafter at all subsequent Annual General Meetings one half of the elected members of the committee shall retire from office in each year that is to say at the end of the Annual General Meeting in the second year after the date on which they were elected into office but they may be re-elected or reappointed

(7) In the event of any application 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 in the same manner as if such organisation had been named in sub-clause (3)

of this clause. A minute of the relevant resolutions authenticated by the Chairman and the Secretary should be

- (a) placed with the title deeds or
- (b) kept with the Committees' 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, 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 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 and terminate on the next Annual General Meeting of the Charity at which he shall be eligible to stand as candidate for re-election to the committee

(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

4. 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. 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

6. 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. 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

8. 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 days' notice being given to all the other members of the matters to be discussed

9. 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

10. 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

11. (1) There shall be an annual general meeting in connection with the charity which shall be held in the month of April 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 clause 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

12. The committee shall at all times keep the said property and the fixtures and additions thereto in good and substantial repair and condition and shall save harmless and keep indemnified the Lessees against the rent and against all rates taxes and outgoings whatsoever including the cost of repairs and insurance which are or at any time may become payable in respect of the said property under the covenants contained in this Deed and on the part of the Lessees to be observed and performed and from and against all proceedings damages costs claims and expenses on account of any breach of any of the said covenants and shall cause the said property and other property of the charity insofar as they same shall not be otherwise insured at all times to be 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 property and the other property of the Charity

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

14. 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

15. 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

16. 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 by Section 32 of the Charities Act 1960 and copies thereof shall be sent to the Parish Council of Falfield including the insurance policy all endorsements and the receipt for the current annual premium

17. At the request of the committee the Lessees may with the consent of the Charity Commissioners (and any necessary consent of the Lessor and the Managing Trustees) from time to time by mortgage or otherwise obtain such advances on the security of the said 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 said property

18. 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 said 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 said 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 Lessees may at the request of the committee and with the consent of the Charity Commissioners surrender their leasehold interest in the said property for such consideration and upon such terms as may be approved by the Charity Commissioners. All moneys belonging to the charity including the proceeds of sale of any fixtures and fittings (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 herein before 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 the Deed

19. 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 said 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 five of the total number of the members for the time being

THE COMMON SEAL of THE
GLOUCESTER DIOCESAN TRUST
LIMITED was hereto affixed
in the presence of:-

R. A. Waterson
Secretary 1200

SIGNED SEALED and DELIVERED
by the said THE REVEREND
RAYMOND ARTHUR WATERSON
in the presence of:-

R. A. Waterson

M. V. Bryant
10 Eastwood Park
Falfield

Occupant House Wife
SIGNED SEALED and DELIVERED
by the said JOHN
ANGELL-JAMES in the presence
of:-

John Angell-James

John Angell-James
Honorary Church
Falfield

Occupant Retiree
SIGNED SEALED and DELIVERED
by the said EDGAR
GADSBY in the presence
of:-

Edgar Gadsby

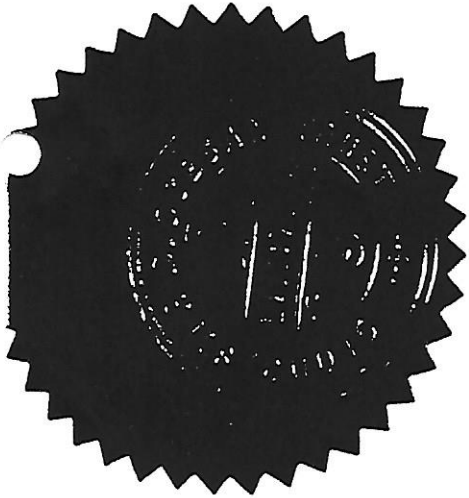
W. H. New
Address "Whitegates"
SUNDAYSKILL LANE
FALFIELD
KOTTON-U-LOGE GLOS
Occupant
CIVIL SERVANT

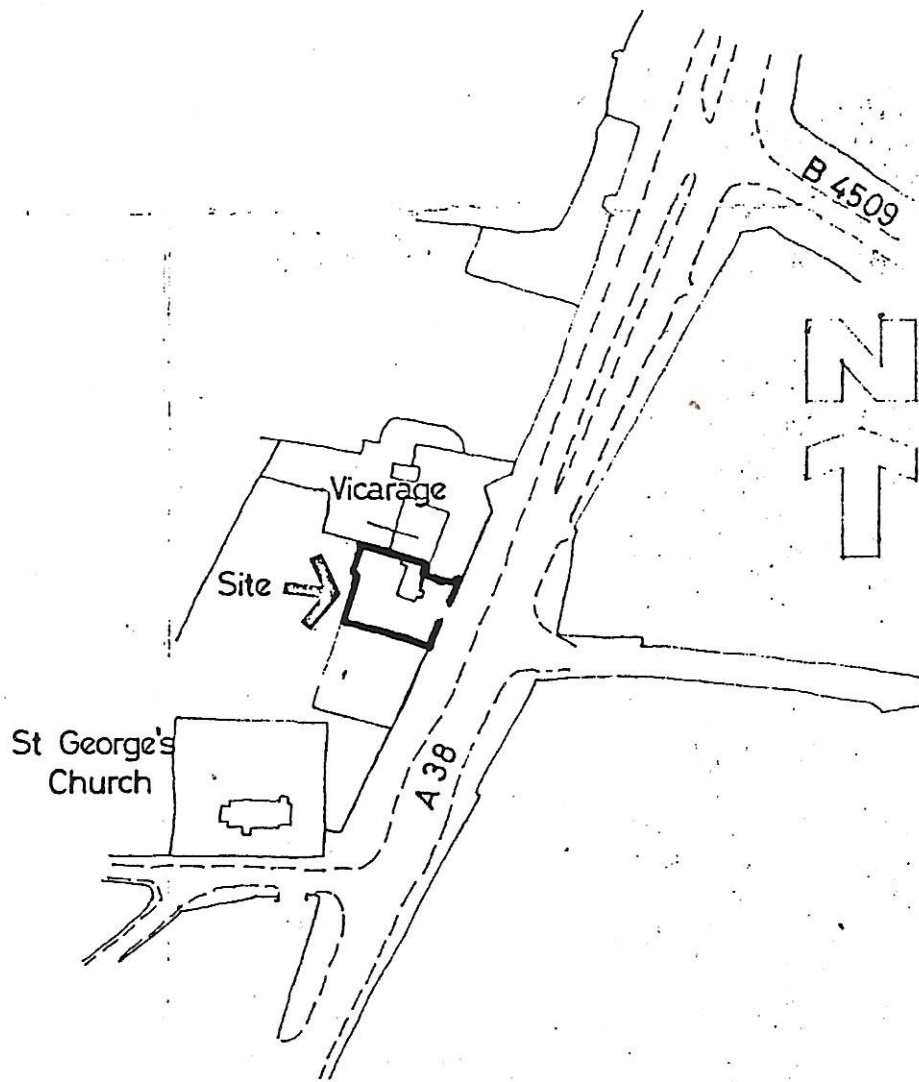
SIGNED SEALED and DELIVERED)
by the said ARTHUR HENRY)
HOOK and BERNARD ISSAC)
being two members of the)
Lessee duly authorised to sign)
on its behalf in the)
presence of:-)

Witness *D R Hildesley*
Address "Starlings Den"
Oldbury Nails
Thorburny.
District Surveyor.

A. H. Hook

B. R. Isaac





location plan

1:2500

Project	Falfield Church Hall extension
---------	--------------------------------