

THE CONSTITUTION

The demised property (hereinafter called “ the Trust Property “) shall be held upon trust for the purposes of the Village Hall for the use of the inhabitants of East Worlington and the neighbourhood (hereinafter called “the area of benefit “) without distinction of sex or of political, religious or other opinions, and in particular for the 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.

As Quoted From:

LEASE AND TRUST DEED OF EAST WORLINGTON
PARISH HALL
6 MARCH 1962

DATED

19th February

1999

THE PARISH COUNCIL OF THE
PARISH OF EAST WORLINGTON (1)
LADY FRANCES ANNE STEVENS and
LT. COL. PETER ERRINGTON TOWNSEND (Rtd) (2)

LEASE AND TRUST DEED

- relating to -

Land situate in the Parish
of East Worlington Devon

Crosse Wyatt Verney & Ayre
Solicitors
7 East Street South Molton Devon EX36 3BX

EAST WORLINGTON
PARISH HALL



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EAST WORLINGTON PARISH HALL

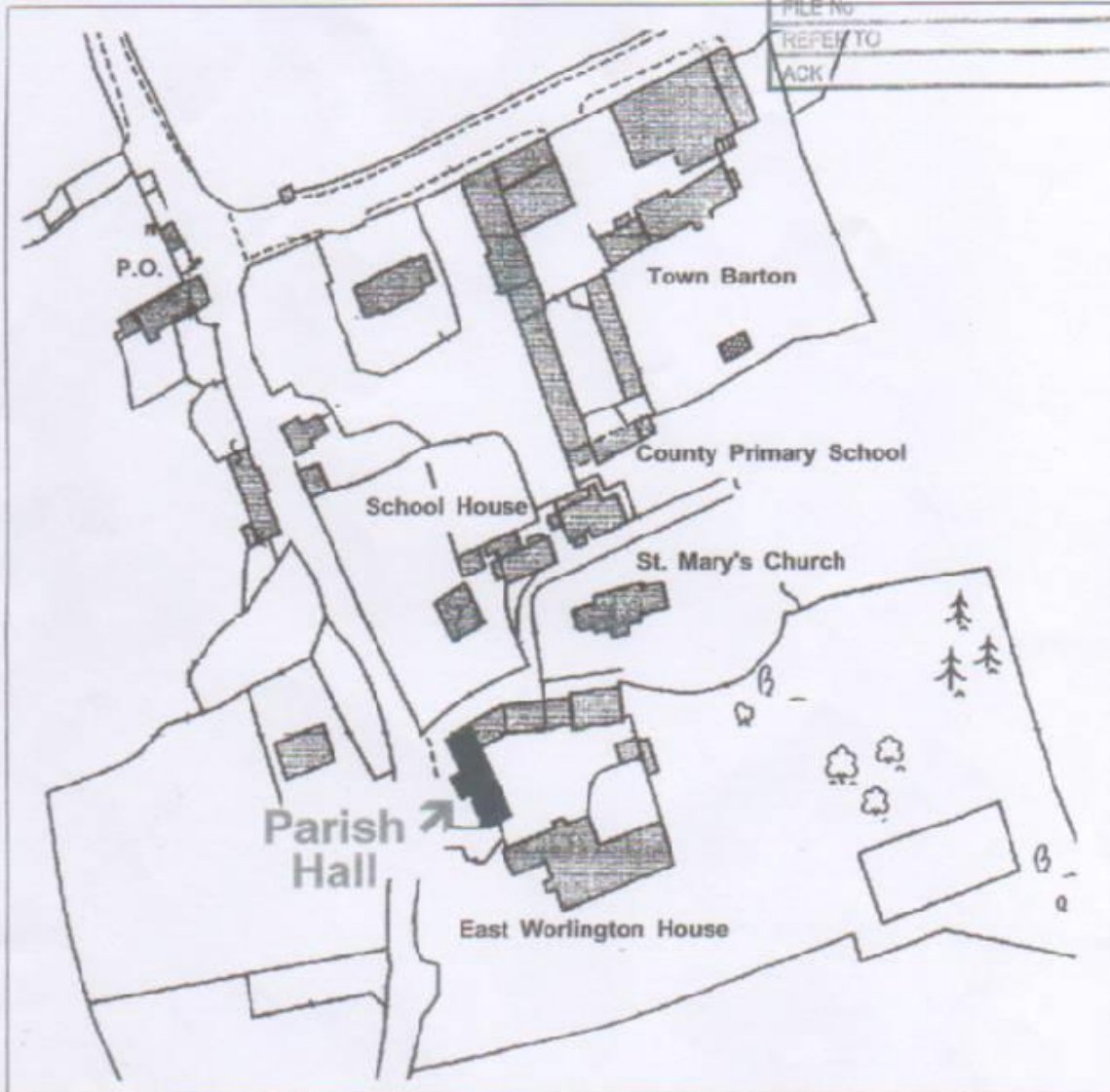
NORTH DEVON
DISTRICT COUNCIL
PLANNING DEPT.

16 FEB 2005

FILE NO

REFER TO

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THIS L E A S E AND T R U S T D E E D made the
19th day of February One thousand nine hundred
and ninety- nine BETWEEN THE PARISH COUNCIL OF THE
PARISH OF EAST WORLINGTON DEVON (hereinafter called "the
Lessor" which expression shall where the context so admits
include the person or persons for the time being entitled to the
reversion immediately expectant on the determination of the term
hereby created) of the one part and LADY FRANCES ANNE STEVENS
of East Worlington House East Worlington Crediton Devon and
LT. COL. PETER ERRINGTON TOWNSEND (Rtd) of Waterside
Cottage West Worlington Crediton Devon (hereinafter called
"the Lessees" which expression shall where the context so admits
include their successors in title) of the other part.

WITNESSETH as follows:

1. (i) The Lessees hereby declare themselves holding trustees of the East Worlington Parish Hall (hereinafter called "the Charity") and will accordingly hold the land hereby assured in trust for the charity.

(ii) The charity is not an exempt charity within the meaning of The Charities Act 1993.

(iii) The restrictions on disposition imposed by section 36 of The Charities Act 1993 will apply to such land (subject to sub section (9) of that section).

2. In consideration of the rent covenants and conditions hereinafter reserved and contained and on the part of the Lessees to be paid observed and performed the Lessor hereby demises unto the Lessees ALL that piece of land situate at East Worlington in the County of Devon more particularly described in the First Schedule hereto (hereinafter called the demised premises) TO HOLD the same unto the Lessees in manner and upon the trusts and subject to the powers and provisions set out in the Second Schedule hereto from the 19th day of February 1999 for the term of thirty-five years paying therefore during the said term the yearly rent of tenpence per annum in advance without any deduction the first of such payments to be made on the signing hereof.

3. The Lessees covenant with the Lessor (but not so as to impose any personal liability on the Official Custodian for Charities if the said term should become vested in him) as follows:

(1) To pay the rent hereby reserved in manner aforesaid without any deduction;

(2) To pay all existing and future rates taxes assessments and outgoings payable by law in respect of the demised premises by either the owner or the occupier thereof;

(3) To keep the demised premises and all fixtures and additions to the said premises in good and substantial repair and condition throughout the term and without any alteration except such as shall be previously sanctioned in writing by the Lessor such sanction not to be unreasonably withheld and to yield up the same in such repair and condition (except as aforesaid) at the determination of the tenancy;

(4) Not to assign the demised premises except to a new trustee or new trustees for the purposes set out in the said schedule without the prior written consent of the Lessor such consent not to be unreasonably withheld or delayed

(5) To keep insured at all times throughout the tenancy in the joint names of the Lessor and the Lessees the demised premises from loss or damage by fire in some insurance office of repute in a sum at least equivalent to the full reinstatement value for the time being of the demised premises and to make all payments necessary for the above purposes within seven days after the same shall respectively become due and to produce to the Lessor or his agent on demand the several policies of such insurance and the receipt for each such payment and to cause all moneys received by virtue of any such insurance to be forthwith laid out in rebuilding and reinstating the demised premises PROVIDED ALWAYS that if the Lessees shall at any time fail to keep the demised premises insured as aforesaid the Lessor may do all things necessary to effect or maintain such insurance and any moneys expended by him for that purpose shall be repayable by the Lessees on demand and be recoverable forthwith.

4. The Lessor covenants with the Lessees that the Lessees paying the rent hereby reserved and observing and performing the covenants and provisions herein contained shall and may peaceably and quietly possess and enjoy the demised premises during the term hereby granted without any interruption from or by the Lessor or any person or persons rightfully claiming through under or in trust for him.

5. If the rent hereby reserved or any part thereof shall

THE SECOND SCHEDULE

1. **Objects**

The property hereby demised together with such other property as may be acquired by the trustees (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 Parish of East Worlington in the County of Devon and the neighbourhood (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. **Administration**

The Charity shall be administered in conformity with the provisions of this deed by the Committee of Management hereinafter constituted (hereinafter called "the Committee") who shall be the charity trustees of the charity within the meaning of Section 97(1) 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:

DIANA STONE of Stoneleigh Drayford Crediton Devon
DEREK RICHARD WEBBER of Hensley Farm East Worlington Devon
LADY FRANCES ANNE STEVENS
LT. COL. PETER ERRINGTON TOWNSEND

3. **Vesting in the Official Custodian For Charities**

The Trustees 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 lands belonging to the charity

4. **Indemnity**

The charity trustees, the holding trustees or their successors in title, the custodian trustees or the Official Custodian for Charities shall be entitled to an indemnity out of the assets of the Charity against all liabilities properly incurred by them in the management of the affairs of the Charity

5. **Investments**

If a corporation entitled to act as custodian trustee has not been appointed to hold the property of the charity, the executive committee may permit any investments held by or in trust for the charity to be held in the name of a clearing bank, trust corporation or any stockbroking company which is a member of the International Stock Exchange (or any subsidiary of any such stockbroking company) as nominee for the executive committee, and may pay such a nominee reasonable and proper remuneration for acting as such

6. **Powers of Committee**

In furtherance of the objects but not otherwise the committee may exercise any of the following powers:

- (i) to raise funds and invite and receive contributions PROVIDED that in raising funds the committee shall not undertake any substantial permanent trading activity and shall conform to any relevant requirements of the law;
- (ii) to deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert);
- (iii) subject to any consents required by law, to sell, lease or otherwise dispose of all or any part of the trust property;
- (iv) subject to any consents required by law, to borrow money by mortgage or otherwise as may be required for maintaining extending or improving the trust property or any part thereof or erecting any building thereon or for any work carried on therein and to charge the whole or any part of the trust property with repayment of the money so borrowed.
- (v) to employ such staff (who shall not be members of the committee) as are necessary for the proper pursuit of the objects and to make all reasonable and necessary provision for the payment of pensions and superannuation for staff and their dependents;
- (vi) to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects or of similar charitable purposes and to exchange information and advice with them;
- (vii) to appoint and constitute such advisory committees as the committee may think fit: provided that all acts and proceedings of any such committees shall be fully and promptly reported to the committee;

(viii) to do all such other lawful acts as are necessary for the achievement of the objects

7. **Committee of Management**

(1) Except as hereinafter in this paragraph provided the Committee shall consist of:

Seven elected members and
Four appointed members

and may include not more than Three co-opted members.

(2) The elected members (other than those elected under subparagraph (8) of the section) shall be elected at the annual general meeting to be held as in this Deed provided.

(3) One member shall be appointed by each of the following organisations:

East Worlington Womans' Institute
East Worlington Parish Council
East Worlington Parochial Church Council
East Worlington Primary School

(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 appointed members appointed before the annual general meeting in any year at the end of that meeting or in the case of an appointed 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 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 if in the office of appointed 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.

(9) The members of the committee shall be entitled to an indemnity out of the assets of the charity for all expenses and other liabilities properly incurred by them in the management of the affairs of the charity

8. 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 members

9. Eligibility of Membership of the Committee

(1) no person shall be appointed as a member of the committee:

- (a) unless he or she has attained the age of 18 years or
- (b) in circumstances such that, had he or she already been a member of the committee, he or she should have been disqualified from office under the provisions of the following clause

(2) 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 willingness to act in the trusts of the charity

10. Determination of Membership

A person shall cease to be a member of the committee if he or

she:

- (a) is disqualified from acting as a member of the committee by virtue of Section 72 of the Charities Act 1993 or any statutory re-enactment or modification of that provision;
- (b) becomes incapable by reason of a mental disorder illness or injury of managing and administering his or her own affairs;
- (c) 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; PROVIDED that where a member disqualified under this clause is an appointed member of an organisation the committee shall advise the appointing organisation of the disqualification and the organisation shall have the right within one month to appoint an alternative member to represent them on the committee; or
- (d) notifies the committee in writing of his or her wish to resign.

11. Members not to be Personally Interested

No member of the committee shall, without the express permission in writing of the Charity Commissioners acquire any interest in property belonging to the charity (otherwise than as a trustee for the charity) or receive remuneration or be interested (otherwise than as a trustee) in any contract entered into by the committee.

12. Meetings

- (a) The Committee shall hold at least two ordinary meetings in each year.
- (b) A special meeting may be called at any time by the Chairman or any two members upon not less than seven clear days' notice being given to all the other members of the matters to be discussed.

13. Annual General Meeting

- (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 practical 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 2 of the

Schedule 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 at 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.

(6) The secretary or other person appointed by the committee shall keep a full record of proceedings at every annual general meeting

14. Chairman and Vice-Chairman of the Committee

The Committee at their first ordinary 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 to be Vice-Chairman. The Chairman and Vice-Chairman shall remain 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 be Chairman of the meeting.

15. Voting

Every matter shall (except as in this deed provided) be determined by a majority of votes of the members of the committee present and voting on the question. In the case of an equality of votes the Chairman of the meeting shall have a second or casting vote but no member in other circumstances shall have more than one vote.

16. Minutes

The Committee shall provide and keep a minute book which shall be

available for inspection upon reasonable request by any member of the committee.

17. Accounts

The committee shall comply with their obligations under Part VI of the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to:

- (a) the keeping of accounting records for the charity,
- (b) the preparation of annual statements of account for the charity,
- (c) the auditing or independent examination of the statements of account of the charity and
- (d) the transmission of the statements of account of the charity to the Charity Commissioners

18. Annual Report

The committee shall comply with their obligations under part VI of 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 Charity Commissioner

19. Annual Return

The committee shall comply with their obligations under the section 48 of The Charities Act 1993 (or any statutory re-enactment of that Act) with regard to the preparation of an annual return and its transmission to the Charity Commissioners

20. 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 and orders for payment of money from such accounts shall be signed by at least two members of the committee

21. Application of Income

After satisfying its obligations under paragraph 19 of the schedule hereof the Committee shall as and when it thinks fit apply the net yearly income for the purposes of the charity.

22. Additional Donations and Acquisitions

The Committee may receive any additional donations or endowments for the general purpose of the Charity and may also accept donations or endowments for any special objects connected with the charity not inconsistent with the provisions of this deed. The committee may also acquire additional property including land

and buildings for the general purposes of charity

23. Disposal of Lease and Dissolution

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 of the schedule 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. If such decision shall be confirmed by three-quarters of such inhabitants present and voting at such meeting the holding Trustees [or the Council or Official Custodian for Charities] may at the request of the Committee surrender or otherwise dispose of their leasehold interest in the trust property and of any other assets for such consideration and upon such terms as may be approved by the Committee in accordance with the provisions of Section 36 of Charities Act 1993. 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 be applied either in the purchase or lease 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. 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. In the event of the Charity being dissolved a copy of the statement of accounts or account or/an statement for the final accounting period of the charity must be sent to the Commissioners.

24. 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:

- (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 or an independent examiner.
- (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.

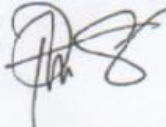
SIGNED as a deed by a member)
of THE EAST WORLINGTON PARISH)
COUNCIL in the presence of:)

S. Jean Smyth.

 PAULA TOWNSEND
WATERSIDE COTTAGE
WEST WORLINGTON
DEVON EX17 4H
HOUSEWIFE

SIGNED as a deed by a member)
of THE EAST WORLINGTON PARISH)
COUNCIL in the presence of:)

Justy Wall

 PAULA TOWNSEND
WATERSIDE COTTAGE
WEST WORLINGTON
DEVON EX17 4H
HOUSEWIFE

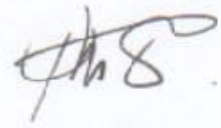
SIGNED as a deed by)
LADY FRANCES ANNE STEVENS)
in the presence of:)

SIGNED as a deed by
PETER ERRINGTON TOWNSEND
in the presence of:

)
)
)



PAULA TOWNSEND
WATERSIDE COTTAGE
WEST NORLINGTON
DEVON EX17 4TT



REGISTRY	TITLE NUMBER	
	[Faint Title Number]	
ONSHIRE XLIII·4	SECTION	Scale 1:1250 Enlarged from 1:2500
DISTRICT NORTH DEVON		© Crown copyright 1966

EAST WORLINGTON PARISH

The boundary shown by
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