

WVIT
Sealed 28th December 1978

Governing Document

Constitution of legal doc.

2365A
78.



Stamp 50p

County - Suffolk.
Parish - Woolpit.
Charity - Woolpit Village Hall.

L5.
275,859 A/1.

Order for vesting in Official
Custodian for Charities.

CHARITY COMMISSION.

In the matter of the Charity known as Woolpit Village Hall, in the Parish of Woolpit, in the County of Suffolk, comprised in a conveyance and trust deed dated the 3rd March 1978; and
In the matter of the Charities Act, 1960.

THE CHARITY COMMISSIONERS FOR ENGLAND AND WALES HEREBY ORDER that the land specified in the schedule hereto shall vest forthwith in the Official Custodian for Charities for all the estate and interest therein belonging to or held in trust for the Charity.

SCHEDULE.

Land containing 720 square yards or thereabouts situate at Woolpit in the County of Suffolk being the land comprised in the above-mentioned conveyance and trust deed dated the 3rd March 1978 and made between the Parish Council of Woolpit of the first part and John Grant Christie and another of the other part.

Sealed by Order of the Commissioners this 28th day
of December 1978.

M. G. Sayer

ASSISTANT COMMISSIONER



L.S.

Dated

3^d March

1978

1055/28

WOOLPIT PARISH COUNCIL

TO

THE TRUSTEES OF WOOLPIT VILLAGE HALL

CONVEYANCE

of land forming part of the Recreation field
at Woolpit Suffolk.

We certify this to be
a true copy of the
original

Banks Ashton & Co
Bury St Edmunds
6.6.78

BANKES ASHTON & CO.,

SOLICITORS,

BURY ST. EDMUNDS,

SUFFOLK.

RGCF/VT



Woolpit Village Hall Charity Constitution

Charity 275859

RECEIVED
14 JUN 1978

3/3/78

INLAND REVENUE
OFFICE OF
10 MAR 1978
FINANCE ACT 1931
No of the age

THIS CONVEYANCE AND TRUST DEED is made the third
March 1978 BETWEEN THE PARISH COUNCIL OF WOOLPIT

the County of Suffolk (hereinafter called "the Vendor")
part and JOHN GRANT CHRISTIE of The Hollies Green Road Woolpit
Suffolk and RAMON MILLIGAN MELVIN of The White House Woolpit
aforesaid (hereinafter called "the Trustees" which expression shall
where the context so admits include their successors in title) of
the other part

WHEREAS the Vendor is seized in fee simple in possession free from
incumbrances of the property hereinafter described and has agreed
to sell the same to the Trustees at the price of £1.00 and WHEREAS
the Trustees have requested the Vendor to convey the said property
in manner and upon the trusts hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

1. THE Interpretation Act 1889 applies for the interpretation of this deed and it applies for the interpretation of an Act of Parliament
2. THE Trustees are the trustees of the Woolpit Village Hall (hereinafter called "the Charity")
3. IN pursuance of the said agreement and in consideration of the sum of £1.00 now paid by the Trustees to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as beneficial owner hereby conveys unto the Trustees ALL THAT piece or parcel of land situate at Woolpit in the County of Suffolk which is with the dimensions and abutments thereof more particularly delineated and described in the plan annexed hereto and thereon edged red TOGETHER WITH the building to be erected thereon and TOGETHER WITH the following rights for the Trustees and all persons authorised by them:
 - (a) To pass and re-pass at all times for all purposes and with or without vehicles of every description over the land hatched black on the said plan between the property hereby conveyed and the Public Highway known as Mill Lane Woolpit aforesaid

(b) At all times to park motor vehicles on all or any part of the said land hatched black on the said plan

(c) At any time within 21 years from the date hereof to enter upon the said land hatched black on the said plan for the purpose of constructing:

- (i) A foul sewer or drain in the approximate position indicated by a green line on the said plan
 - (ii) A water supply pipe in the approximate position indicated by a blue line on the said plan and
 - (iii) An over head electricity cable in the approximate position indicated by the broken red line on the said plan and thereafter for the purpose of inspecting maintaining repairing and renewing the said sewer or drain water pipe and cable the persons exercising such rights doing as little damage as possible to the said land hatched black on the said plan and making good all damage done
- (d) Upon construction of the said sewer or drain water pipe and cable for ever thereafter to discharge water and soil and draw a supply of water and electricity through the same respectively

TO HOLD the same unto the Trustees in fee simple upon the trusts and subject to the powers and provisions set out in the Schedule hereto

4. THE Vendor hereby acknowledges the right of the

Trustees to production of a Conveyance dated the 21st day of September 1938 and made between Thedwastre Rural District Council of the one part and the Vendor of the other part and to delivery of copies thereof and hereby undertakes for the safe custody thereof

5. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or

value of the consideration exceeds Fifteen thousand pounds
IN WITNESS whereof two members of the Vendor Council have pursuant
to a Resolution passed on the *seventh day of December 1977*
hereunto set their hands and seals and the Trustees have hereunto
set their hands and seals the day and year first before written

THE SCHEDULE

VILLAGE HALL TRUSTS

1. (1) 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 Parish of Woolpit in the County of Suffolk (hereinafter called "the area of benefit") without distinction of political religious or other opinions including use for meetings lectures and classes and for other forms of recreation and leisure-time occupation with the object of improving the conditions of life for the said inhabitants

ADMINISTRATION BY COMMITTEE

- (2) The Charity shall be administered in conformity with the provisions of this deed by the Committee 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:-

Grant
John Gordon Christie *h. 26*

Ramon Milligan Melvin

VESTING IN THE OFFICIAL CUSTODIAN FOR CHARITIES

2. 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 and other property at any time belonging to the Charity

COMMITTEE OF MANAGEMENT

3. (1) Except as hereinafter in this clause provided the Committee shall consist of seven elected members and eight representative members and may include not more than six 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 Woolpit Parish Council
- X The Woolpit Youth Club
- ~~—~~ The Woolpit Playgroup
- X The Woolpit Playing Field Committee
- X The Woolpit Mill House Singers
- X The Woolpit Parochial Church Council
- X The Woolpit Women's Institute
- X The Woolpit Over 60's Club

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-clauses (6) and (8) of

7 Elected Members
8 Representatives
6 Not more co-opted

Members

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 a 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 in the area of benefit the Committee may upon a Resolution supported at a duly constituted meeting of the Committee by the votes of a majority of not less than two-thirds of all the members of the Committee allow such organisation to appoint a representative member of the Committee in the same manner as if such organisation had been named in sub-clause (3) of this clause
- (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

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

FAILURE TO APPOINT

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

DECLARATION OF MEMBERS

5. 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

MEMBERS NOT TO BE PERSONALLY INTERESTED IN THE CHARITY

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

DETERMINATION OF MEMBERSHIP

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

MEETINGS OF THE COMMITTEE

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 clear day's notice being given to all the other members of the matters to be discussed

CHAIRMAN AND VICE-CHAIRMAN OF THE COMMITTEE

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

VOTING IN COMMITTEE

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

ANNUAL GENERAL MEETING

11. (1) There shall be an annual general meeting in connection with the Charity which shall be held in the month of March 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 person present shall before any other business is transacted appoint a Chairman of the meeting. In case of equality of votes the Chairman of the meeting shall have a second or casting vote
- (5) The Committee shall present to each annual general meeting the report and accounts of the Charity for the preceding year

REPAIRS AND INSURANCE

12. 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 fire theft public liability and other insurable risks

APPLICATION OF INCOME

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

SURPLUS CASH

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

FURTHER ENDOWMENTS

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

MINUTES AND ACCOUNTS

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 Woolpit

MORTGAGES AND CHARGES

17. The Committee may with the consent of the Charity Commissioners from time to time by mortgage or otherwise obtain such advances on the security of the trust property or any part thereof as may be required for maintaining extending or improving the same or any part thereof or erecting any building thereon or for the work carried on therein and may continue or may repay in whole or in part and from time to time any existing mortgage or charge on the trust property

LETTING OR SALE

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 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 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 trust property and advertised in a newspaper

circulating in the area of benefit and if such decision shall be confirmed by three-quarters of such inhabitants present and voting at such meeting the Committee may with the consent of the Charity Commissioners let or sell the trust property or any part thereof. All monies arising from such letting or sale (after satisfaction of any liabilities properly payable thereout) shall with such consent as aforesaid be applied either in the purchase of other property approved by the Committee and to be held upon the trusts for the purposes and subject to the provisions hereinbefore set forth (including this power) or as near thereto as circumstances shall permit or towards such other charitable purposes or objects for the benefit of the inhabitants of the area of benefit as may be approved by the Charity Commissioners and meanwhile such 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 end to be applied as the capital of such investments or shall be used in furthering the purposes specified in this deed

RULES

18. Within the limits prescribed by this deed the Committee may from time to time make and alter the rules for the management of the Charity and in particular with reference to
- (a) The terms and conditions upon which the trust property may be used by persons or bodies other than the Committee for the purposes specified in this deed and the sum (if any) to be paid for such use
 - (b) The deposit of money at a proper bank and the safe custody of documents
 - (c) The appointment of an auditor

- (d) The engagement and dismissal of such officers servants and agents as the Committee may consider necessary and the payment of such persons (not being members of the Committee)
- (e) The summoning and conduct of meetings including the number of members who shall form a quorum thereof PROVIDED that at meetings of the Committee the quorum shall not be less than one-third of the total number of members for the time being

SIGNED SEALED and DELIVERED by)
the said)

in the presence of:-)

D. J. P. Hoj
Street Farm
Woolpit
Farmers

SIGNED SEALED and DELIVERED by)
the said)

in the presence of:-)

[Signature]
GREEN FARM
WOOLPIT
Dorset.

R. Howard
Wood Rd.
Woolpit

SIGNED SEALED and DELIVERED by)
the said JOHN GRANT CHRISTIE in)
the presence of:-)

John P. Christie

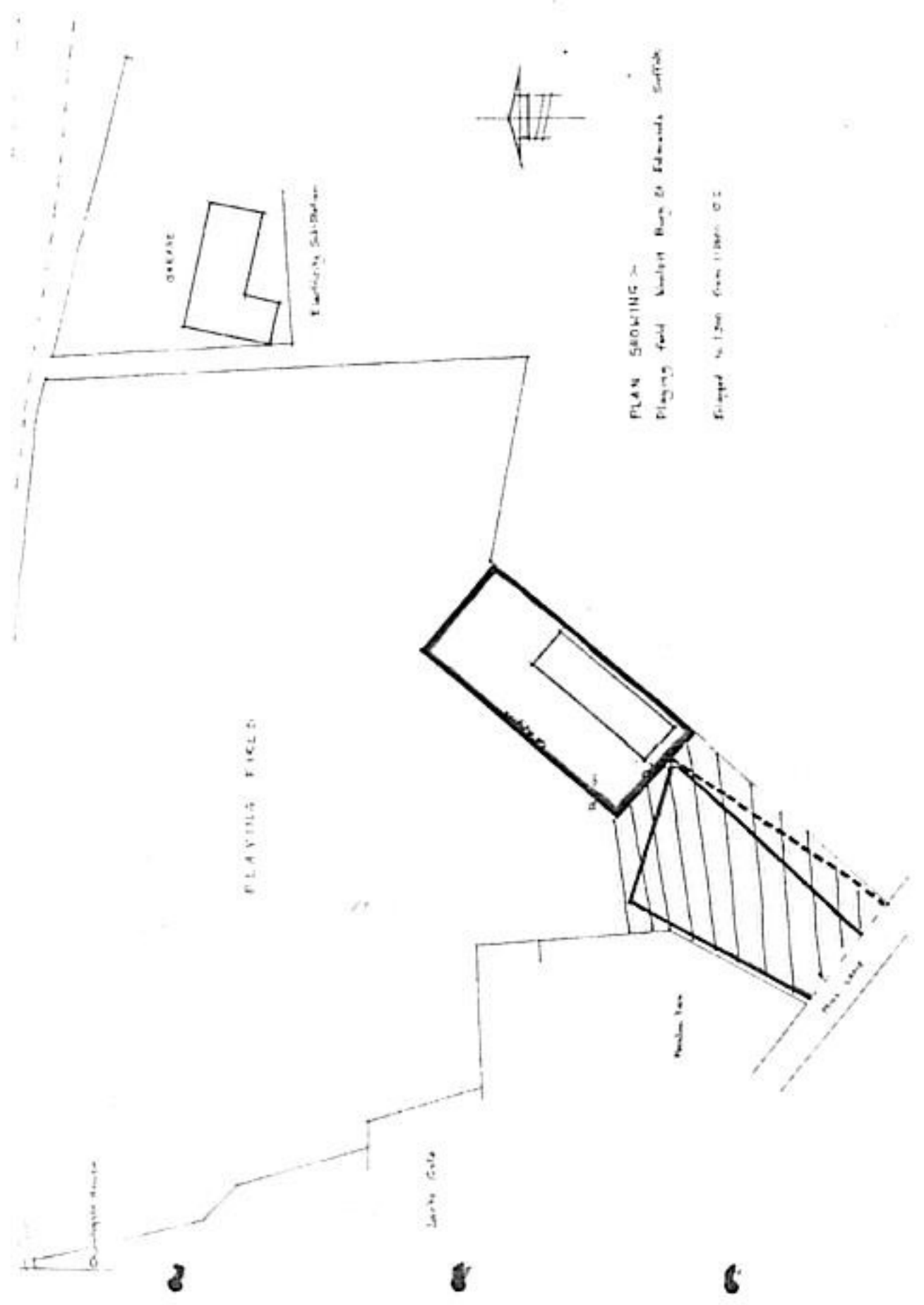
[Signature]

SIGNED SEALED and DELIVERED by)
the said RAMON MILLIGAN MELVIN)
in the presence of:-)

Ramon Milligan Melvin

[Signature]

'PIPER'S'
GREEN RD
WOOLPIT
ENGINEER.



PLAN SHOWING
 Playing field Market Burg St Edmunds Suffolk
 Enlarged to 1/200 from 1/1000 O.S.