



Mulbarton Village Hall Charity

Registered Charity Number 274041

Charity Trust Deed & Charity Trust Property Assets, Liabilities & Roles of Trustees

February 2022

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Charity Conveyance and Trust Deed, including Public Trustee Act 1906

DATED 20th October 1976

THE NORFOLK COUNTY COUNCIL - to - THE PARISH COUNCIL OF MULBARTON

CONVEYANCE AND TRUST DEED

Re: Mulbarton Village Hall

Mills & Reeve Norwich (JM)

THIS CONVEYANCE AND TRUST DEED

is made the twentieth day of October One thousand nine hundred and seventy six BETWEEN THE NORFOLK COUNTY COUNCIL of County Hall Martineau Lane Norwich Norfolk (hereinafter called "the Vendor") of the one part and THE PARISH COUNCIL OF MULBARTON in the County of Norfolk (hereinafter called "the Council" which expression shall where the context so admits include the Council's successors in title) of the other part

WHEREAS the Vendor is seised in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances of the property hereinafter described and has agreed to sell the same to the Council at the price of Seven thousand five hundred pounds and

WHEREAS the Council has 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 as it applies for the interpretation of an Act of Parliament

2. THE Council is the trustee of the Mulbarton Village Hall (hereinafter called "the Charity")

3. IN pursuance of the said agreement and in consideration of the sum of Seven thousand five hundred pounds now paid by the Council to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as beneficial owner HEREBY CONVEYS unto the Council ALL THAT piece or parcel of land situate in the Parish of Mulbarton in the County of Norfolk TOGETHER WITH the buildings being formerly the Mulbarton County Primary School erected thereon as the same is for the purpose of identification only delineated and edged red on the plans numbered 1 and 2 annexed hereto TOGETHER WITH a right to pass foul water and soil through the sewer pipes situate on the adjoining land in the approximate position. shown with a green line on the said plan numbered 2 upon payment of the whole of the cost of maintenance of the said sewer pipes between the points marked C and D on the said plan numbered 2 and of half the cost of maintenance thereof between the points marked D and E causing as little damage. as possible to the said adjoining land in maintaining the said sewer pipes and making good any damage so caused EXCEPT AND RESERVED unto the Vendor and its successors in title the owners and occupiers for the time being of the adjoining property edged blue on the said plan numbered 1 the following rights: (a) to draw a supply of water through the water pipes situate under the property hereby conveyed in the approximate position shown by a blue line on the said plan numbered 2 and to enter upon the property hereby conveyed for the purpose of maintaining the said water pipes and to repair the said water pipes

causing as little damage as possible in so doing and making good any damage so caused and (b) of way at all times and for all purposes over and across the property hereby conveyed between the points marked A and B on the said plan numbered 2 until such time as the Vendor has obtained an easement over the adjoining land to the North and has made up the surface of the said adjoining land TO HOLD the same unto the Council in fee simple upon the trusts and subject to the powers and provisions set out in the Schedule hereto

4. THE Purchaser hereby covenants with the Vendor and its successors in title the owners and occupiers for the time being of the property edged blue on the said plan numbered 1 that the Purchaser will within three months of the granting of the easement above referred to or of the completion of the making up of the surface of the said adjoining land to the north of the property hereby conveyed (which adjoining land is hatched yellow on the said plan numbered 2) whichever event shall last occur close up the gateway at point A on the said plan numbered 2 and erect and forever thereafter maintain a chain link fence along such part of the boundary between the points A and D on the said plan numbered 2 as is not fenced

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 the Vendor has caused its Common Seal to be hereunto affixed and PETER LOCKHART and JOHN KENNETH WHEELER - two Members of the Council have pursuant to a Resolution of the Council passed on MONDAY / the -TWENTIETH day of SEPTEMBER 1976 hereunto set their hands and seals the day and year first before written

THE SCHEDULE above referred to

1. VILLAGE HALL TRUSTS

(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 Mulbarton in the County of Norfolk (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 recreation and leisure-time occupation with the object of improving the conditions of life for the said inhabitants

2. 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:

Peter Lockhart
Harold George Walsh
Janet Lorna Margaret Huggins
Susan Carol Aldis

John Kenneth Wheeler
Linda Anne Barker
Violet May Gladwell
Joyce Walsh

Edith Mary Christie
Phyllis Hilda Lofty
Albert Charles Brighton
Ellen Mary Howe
Bryan Charles Tungate
Flora Alice Swindells

Annette Dorothy Evans
Jessie Winifred March
Kathleen Margaret Smith
Janice Margaret Morter
Anthony George Smith

2. CUSTODIAN TRUSTEE

2. The Parish Council of Mulbarton shall be the custodian trustee of the Charity and the provisions of 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:

.....
Relevant sections of the Public Trustee Act 1906 (not included in original 1976 trust deed, but referenced here and included here in full for convenience):

Section 1 of Public Trustee Act 1906: Office of public trustee.

(1) There shall be established the office of public trustee.

(2) The public trustee shall be a corporation sole under that name, with perpetual succession and an official seal, and may sue and be sued under the above name like any other corporation sole, but any instruments sealed by him shall not, by reason of his using a seal, be rendered liable to a higher stamp duty than if he were an individual.

Section 2 of Public Trustee Act 1906: General powers and duties of public trustee.

(1) Subject to and in accordance with the provisions of this Act and rules made thereunder, the public trustee may, if he thinks fit—

- (a) act in the administration of estates of small value;
- (b) act as custodian trustee;
- (c) act as an ordinary trustee;
- (d) be appointed to be a judicial trustee

(2) Subject to the provisions of this Act, and to the rules made thereunder, the public trustee may act either alone or jointly with any person or body of persons in any capacity to which he may be appointed in pursuance of this Act, and shall have all the same powers, duties, and liabilities, and be entitled to the same rights and immunities and be subject to the control and orders of the court, as a private trustee acting in the same capacity.

(3) The public trustee may decline, either absolutely or except on the prescribed conditions, to accept any trust, but he shall not decline to accept any trust on the ground only of the small value of the trust property.

(4) The public trustee shall not accept any trust which involves the management or carrying on of any business, except in the cases in which he may be authorised to do so by rules made under this Act, nor the administration of any estate known or believed by him to be insolvent.

(5) The public trustee shall not accept any trust exclusively for religious or charitable purposes, and nothing in this Act contained, or in the rules to be made under the powers in this Act contained, shall abridge or affect the powers or duties of the official trustee of charity lands or official trustees of charitable funds.

Section 4 of Public Trustee Act 1906: Custodian trustee

(2) Where the public trustee is appointed to be custodian trustee of any trust—

(a) The trust property shall be transferred to the custodian trustee as if he were sole trustee, and for that purpose vesting orders may, where necessary, be made under the Trustee Act 1925

(b) The management of the trust property and the exercise of any power or discretion exercisable by the trustees under the trust shall remain vested in the trustees other than the custodian trustee (which trustees are herein-after referred to as the managing trustees):

(c) As between the custodian trustee and the managing trustees, and subject and without prejudice to the rights of any other persons, the custodian trustee shall have the custody of all securities and documents of title relating to the trust property, but the managing trustee shall have free access thereto and be entitled to take copies thereof or extracts therefrom:

(d) The custodian trustee shall concur in and perform all acts necessary to enable the managing trustees to exercise their powers of management or any other power or discretion vested in them (including the power to pay money or securities into court), unless the matter in which he is requested to concur is a breach of trust, or involves a personal liability upon him in respect of calls or otherwise, but, unless he so concurs, the custodian trustee shall not be liable for any act or default on the part of the managing trustees or any of them:

(e) All sums payable to or out of the income or capital of the trust property shall be paid to or by the custodian trustee: Provided that the custodian trustee may allow the dividends and other income derived from the trust property to be paid to the managing trustees or to such person as they direct, or into such bank to the credit of such person as they may direct, and in such case shall be exonerated from seeing to the application thereof and shall not be answerable for any loss or misapplication thereof:

(f) The power of appointing new trustees, when exercisable by the trustees, shall be exercisable by the managing trustees alone, but the custodian trustee shall have the same power of applying to the court for the appointment of a new trustee as any other trustee:

(g) In determining the number of trustees for the purposes of the Trustee Act 1925, the custodian trustee shall not be reckoned as a trustee.

(h) The custodian trustee, if he acts in good faith, shall not be liable for accepting as correct and acting upon the faith of any written statement by the managing trustees as to any birth, death, marriage, or other matter of pedigree or relationship, or other matter of fact, upon which the title to the trust property or any part thereof may depend, nor for acting upon any legal advice obtained by the managing trustees independently of the custodian trustee:

(i) The court may, on the application of either the custodian trustee, or any of the managing trustees, or of any beneficiary, and on proof to their satisfaction that it is the general wish of the beneficiaries, or that on other grounds it is expedient, to terminate the custodian trusteeship, make an order for that purpose, and the court may thereupon make such vesting orders and give such directions as under the circumstances may seem to the court to be necessary or expedient.

.....

3. COMMITTEE OF MANAGEMENT

(1) Except, as hereinafter in this Clause provided *the Committee shall consist of* six (6) elected members and fourteen (14) representative members and may include not more than four (4) 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:*

1. The Mulbarton Parish Council
2. The Mulbarton Parochial Church Council
3. The Mulbarton Church Fellowship
4. Mulbarton County Primary School Parent Teacher Association
5. Mulbarton Playgroup
6. The Mulbarton Thursday Group
7. Mulbarton Youth Club
8. The First Mulbarton Cubs
9. Mulbarton and District Women's Institute
10. The Mulbarton Keep Fit Group
11. The Mulbarton Girl Guide Movement
12. The Mulbarton Good Companions Club
13. Mulbarton Football Club
14. Mulbarton and District Angling Association

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 this Clause* the period of office of members shall commence:

- (a) *in the case of elected members* at the end of 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 vacancy or to fill a casual 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 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 representative member if in the office of 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

4. 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

5. DECLARATION OF MEMBERS

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. MEMBERS NOT TO BE PERSONALLY INTERESTED IN THE CHARITY

6. Except in special circumstances with the approval in writing of the Charity Commissioners or the Secretary of State 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

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

9. 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

10 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

11. ANNUAL GENERAL MEETING

(1) There shall be an Annual General Meeting in connection with the Charity which shall be held in the month of June 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. 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 and other insurable risks

13. 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 purpose of the Charity

14. 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

15. 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

16. 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 Mulbarton Norfolk

17. 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

18. 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 moneys 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 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

19. RULES

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 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 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.

THE COMMON SEAL of THE NORFOLK COUNTY COUNCIL

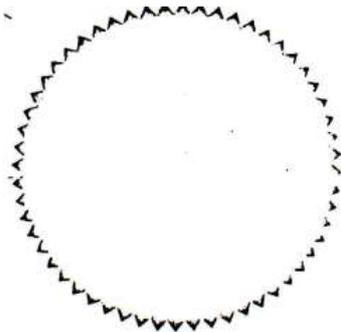
was hereunto affixed in the presence of: Deputy County Secretary

SIGNED SEALED and DELIVERED by the said PETER LOCKHART and JOHN KENNETH WHEELER

two Members of the Council in the presence of : Parish Clerk

THE COMMON SEAL of THE NORFOLK)
COUNTY COUNCIL was hereunto)
affixed in the presence of:-)

Peter Lockhart
Deputy County Secretary



SIGNED SEALED and DELIVERED)
by the said PETER LOCKHART)
and JOHN KENNETH WHEELER)
two Members of the Council in)
the presence of:-)

John Kenneth Wheeler

Parish Clerk

P. Lockhart
J. K. Wheeler

