

Mulbarton Village Hall Charity

Trust Property Report

Consolidating Source Documents
Under Professional Advice

March 2026

An impartial and complete record for whomever it may concern.

All quotations are taken directly from original documents and are presented for the purpose of accurate historical record. Where documents contain personal data, this has been redacted where appropriate.

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01. Village Hall Trust Property

- 1 Three Halls, Two Charities, One Hundred Years
- 2 Recent History
- 3 In Short
- 4 Key Area of Uncertainty

This document presents key documents and refers to specialist legal advice received. It aims to preserve an impartial and complete record for whomever it may concern.

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Three Halls, Two Charities, One Hundred Years

A “Mulbarton Village Hall” has been provided for the benefit of Mulbarton residents for more than 100 years, operating through two successive charities and three different sites. The development of the hall buildings and charities over this period reflects significant volunteer effort by local residents.



Wingfield Hall, aka Reading Room: 1921-1974

The first Charity was founded in 1921. The Reading Room, as it was then, next-door to the Methodist Chapel, was put into trusts, to be used as a Village Hall (Wingfield Hall), with a Social Club as the main user.

The Social Club was open to men, over 16 years of age, “of good character”.

The VH Trustees consisted of the Rector, who was obliged to take the Chair, and a handful of other local volunteers. For 55 years, this charity ran the hall, before the building fell into disrepair in the 1970s, and was sold, the charity being wrapped up, and all its assets invested into a new VH Charity, fit for a new era. After due process, the Charity Commission issued the necessary Court Order to vest assets and powers from the old VH charity into the new.



Old School Hall: 1976-1989

Wingfield sale proceeds contributed about 10% of funds to buy the old school in 1976, the other 90% coming from tremendous fundraising activity by Mulbarton residents, with festivals on the Common and huge effort over several years. The School had been built by the church in the 19th century and run by the church until the Local Authority took it over in 1946. With a growing population, a new school opened in 1969 south of the Common, and the old school made redundant, presenting villagers with an opportunity. As well as the incredible community effort raising funds, there was careful consideration given to the governing structure. The current charity was born, which ran the Village Hall on that "Old School" site for 13 years, before moving to the current site in 1989.



New Hall: 1989-present

The move from the Old School to the current site in 1989 was a massive achievement for the community. Residents worked together to fund and build the current village hall. The move involved complex legal and financial arrangements relating to the charity and the land. We have all benefited from the hard work of those pioneers. However, documentation

from the period suggests that uncertainty remained regarding property boundaries and the relationship between the charity and the parish council.

Sealed 10th November 1976

528(S)
76.

County - Norfolk.
Parish - Mulbarton.
Charity - Reading and Recreation
Room.

L5.
220,338 A/1.

Scheme.

C H A R I T Y C O M M I S S I O N .

In the matter of the Charity known as The Reading and Recreation Room, in the Parish of Mulbarton, in the County of Norfolk, regulated by a Scheme of the Charity Commissioners of the 7th October 1921; and
In the matter of the Charities Act, 1960.

THE CHARITY COMMISSIONERS FOR ENGLAND AND WALES
HEREBY ORDER that the following Scheme be approved and established:-

S C H E M E .

The property of the above-mentioned Charity specified in the schedule hereto and all other the property (if any) of the Charity shall be added to and form part henceforth of the property of the Charity called Mulbarton Village Hall Trust, at Mulbarton, in the County of Norfolk.

S C H E D U L E .

£1,815.70 cash on deposit account at the St. Stephen's, Norwich Branch of Barclays Bank Limited being the clear proceeds of sale of real property (Order of the Commissioners of the 21st November 1974).

- 2 -

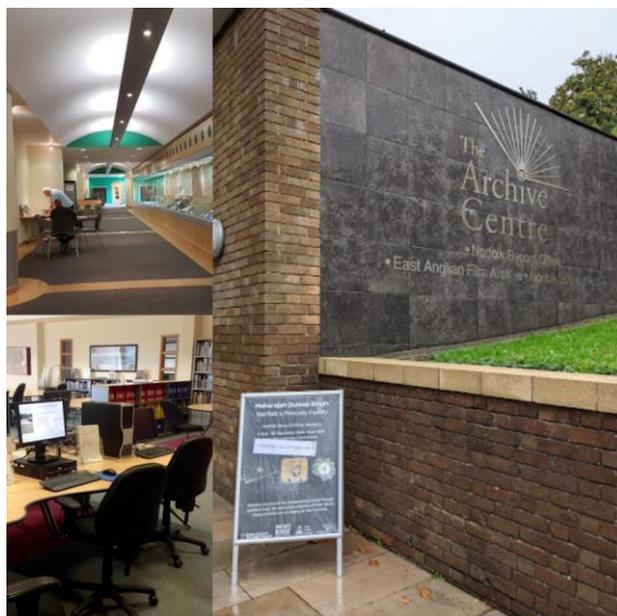
£85.04 cash on current account being accumulations of income.

This schedule is made up to the 4th November 1976.

Sealed by Order of the Commissioners this 10th day
of November 1976.

Recent History

Trustees are volunteers, trusted by residents to manage residents' village hall. The Parish Council acts as custodian trustee, holding legal title to the property on behalf of the charity. At the start of 2022, the recovery of previously missing documents clarified some aspects of the history and highlighted areas where interpretation had differed.



Managing trustees found a signed declaration from 1989, by the Parish Council as the legal title holder, that the property upon which the new centre was to be constructed, would be held on trust, as legally required for the sale of the Old School to go ahead. This declaration was addressed to the Charity Commission, without whose approval the necessary court orders could not be issued to allow the new hall to be built. The correspondence records the Parish Council, as legal title holder, confirming to the Charity Commission that the new hall would be built on "land belonging to the charity", as part of the process required for the Charity Commission to authorise the scheme.

When trustees found this correspondence in 2022, they considered that the documents clarified aspects of the charity's property position and shared their findings. The Parish Council and the Charity Trustees obtained separate independent legal advice.

The Charity Commission is unable to determine disputes about property ownership. It advises trustees of property charities to take appropriate professional advice when managing charity property, and to ensure clarity about what their charity holds on trust.



In Short

Missing documents had led to uncertainties. Some things had been unclear since moving to the current VH site in 1989. In 2022, trustees recovered a full set of documents, and received expert legal advice, which highlighted unresolved issues, and provided direction for how to resolve them.

This site is provided as a documentary record of the material referenced. Readers may draw their own conclusions.

Key Area of Uncertainty

One issue came to stand out, namely the precise boundary of the protected charity property. It had not been exactly specified what property was held on trust. The documentation records that “the land on which the hall was built” would be held on trust, but did not make clear whether that referred to:

1. only the property required to deliver VH facilities (main buildings, gardens, car park)
2. the whole 2.56 acre property conveyed to Parish Council in 1985, on which VH was constructed (including play park, scout HQ land, tennis court), i.e. the property defined on the title deed for the land on which the VH was constructed.
3. the property on which VH charity pay business rates, registered with SNDC, and which receives 80% mandatory Charity rate relief (1985 property excl. Scout HQ)
4. all property in which Charity funds were invested (excl. Scout HQ, skate park; incl. tennis court, Mulberry Park)
5. property which the Charity had been formally requested to manage in trusts (incl. Orchard Park)
6. the full 10 acre site, including the two plots purchased to extend the site (1985 land, plus Mulberry and Orchard)

At an EGM in April 2023, residents voted by a majority of over 75% in support of option 2. No other options were considered at that time, since trustees then believed that there was consensus locally about that trajectory.

Extraordinary General Meeting – 18 April 2023 – Draft Minutes

A seventh option would be to take the property out of trusts altogether. To accomplish that is more of a process. It would require closing the Charity, with a sensible succession plan, authorised by the Charity Commission, and vesting assets and powers via a court order in a third party, the same as happened for the Reading Room Charity in 1976. This process has not happened, and might require defining existing boundaries first anyway.

There are different financial, management, maintenance and insurance implications, and different processes involved with regularising different boundaries; but with boundaries unclear, and without a formal declaration

of trust defining boundaries, there remains potential for confusion or disagreement, and no legal documentation to tell trustees precisely what property is held on trust for them to manage.

02. The Trusts 1976

- [1 Managing Trustees](#)
- [2 Custodian Trustee](#)
- [3 Further Guidance](#)
 - [3.1 Charity Commission](#)
 - [3.2 Community Action for Norfolk](#)
 - [3.2.1 So the Custodian Trustee owns the property?](#)
 - [3.2.2 Is the Custodian Trustee in charge then?](#)
- [4 In Short](#)
- [5 The Complicating Factor](#)

In 1976 the charity was established. The Parish Council purchased the Old School to be used as a village hall, to be held on the trusts set out in the conveyance. The conveyance included a Schedule which has since functioned as the charity's governing document.

The governing document established a village hall charity for the benefit of Mulbarton residents and set out how the property was to be held and managed. All inhabitants of Mulbarton aged 18 and over are entitled to attend and vote at General Meetings of the charity. Here we summarise the rules and roles of that document.

Managing Trustees

The "Trusts" in the Schedule tell managing trustees how they must manage their property to provide the charitable service of a village hall to the village.

The governing document provides that managing trustees (up to 6 elected, up to 4 co-opted and a variable number appointed by hiring groups) are responsible for the following functions:

1. Singularly and collectively liable and responsible for the charity and its assets, and for ensuring compliance with charity and trustee law
2. To maintain a list of village organisations who may appoint representative trustees
3. To co-opt up to four trustees

4. To convene at least two ordinary meetings per year and one annual general meeting
5. To keep accounts and present them annually to the Charity Commission
6. To maintain/repair the property that is protected by law to accomplish the charity object, and to insure against risks
7. To manage receipt of income for the charity, in donations or bookings and to make arrangements for and monitor a bookings process
8. To apply the Charity income for the purposes of a Village Hall for residents and invest as needed to support that object
9. To keep minutes of all meetings
10. To manage any mortgages or charges
11. To manage any process of letting/selling all or part of the Property
12. To instruct the custodian trustee of any lawful action required of them
13. **NOT** to let, sell or mortgage any part of the protected Property unless:
 - the Charity would still have sufficient property (including buildings and car park) to fulfil its charity object;
 - a minimum 75% of inhabitants at a General Meeting support it;
 - the Charity Commission consent;
 - trustees judge it in the best interests of the Charity.

Custodian Trustee

Because the charity owns property and requires property to do its thing, in order to avoid the troubling situation of having to convey property afresh every time a trustee comes or goes, the charity needs a silent corporate partner that never changes. "Corporate" means a group of people who have their own legal identity as an organisation. This corporate body holds the legal title to property on behalf of the charity and executes legal documents as required to give effect to the decisions of the managing trustees.

The trusts (or governing document) also tells the custodian trustee how to assist the managing trustees. This role is often subject to misunderstanding.

The corporate custodian trustee (Mulbarton Parish Council) is:

1. To have custody of the property title and trust property documents, and to give free access to the management committee
2. To have power to appoint a representative trustee to the management committee.
3. To receive income from selling or letting, in whole or part, the Trust Property; provided that it may pass the income onto the management committee, or apply it for the purposes of the Charity, as the management committee direct
4. To enable the managing trustees to fulfil their duties by carrying out any other lawful instructions
5. **NOT** to manage or carry on any business on behalf of the charity
6. **NOT** to manage any part of the trust property, land or buildings (unless by special arrangement as a "Parish Council" tenant – a Custodian Trustee cannot be a tenant, but a Parish Council can, so the distinction becomes important)
7. **NOT** to exercise any power or discretion exercisable by the managing trustees
8. **NOT** to act as a managing trustee

Further Guidance

More guidance can be found about the roles of managing trustees and custodian trustees in Charity Commission guidance papers, and on the Community Action for Norfolk website.

Charity Commission

[Charity Commission Operating Guidance: Corporate Trustees \(OG38\)](#)

This contains a summary of the Charity Commission's position on Parish Councils being managing trustees, and running Village Halls as charities:

"While we would not refuse registration to a charity with a local authority as trustee, there are a number of reasons why we would prefer that local authorities are not trustees of charities."

OG38, s.2.2

[Charity Commission Operating Guidance: Custodian Trustee \(OG39\)](#)

This lays out the Charity Commission's position on Parish Councils being custodian trustees:

"Local charities such as village halls or community associations may wish to appoint the local authority as a custodian trustee. This has the distinct advantage of not having to execute a deed every time a holding trustee changes, as the local authority has perpetual succession.

It also avoids most of the potential pitfalls associated with appointing the local authority as managing trustee of the charity (see OG 38 Corporate Trustees and also OG 56 Local authorities and trustees), as the members of the management committee of the hall or association remain charity trustees and retain control of the charity. The custodian trustee can only act on the lawful instruction of the charity trustees. **Even then, there have in the past been problems with local authorities misunderstanding their role as custodian trustees, so our general policy is strongly to suggest that the land be vested in the Official Custodian instead."**

OG39, s.6

Community Action for Norfolk

[CAN: Know your trustees.](#)

[Community Action for Norfolk \(CAN\)](#), the regional branch of [Action with Community in Rural England \(ACRE\)](#), who support over 10,000 rural English village halls, has helpful advice to clarify the roles of the different sorts of trustees.

This includes the following guidance, intended to correct common misunderstandings:

Unincorporated charities do not have their own legal identity. They 'borrow' the legal identities of their trustees to enter into contracts and to own assets. When an unincorporated charity owns property or land it might appoint a Custodian Trustee to hold the title deeds on their behalf in perpetuity. The Custodian Trustee is a corporate body, such as a Parish Council or the Official Custodian of Charities. Whilst the Custodian Trustee holds the title to all property on behalf of the charity, it does not take part in the day-to-day management and operation of the charity.

So the Custodian Trustee owns the property?

No. The property is owned by the charity. The Custodian Trustee functions as a sort of long-term 'safety box'. It means the charity's Managing Trustees can change over time without having to worry about changing the title deeds.

Is the Custodian Trustee in charge then?

Again no. The Managing Trustees are responsible and liable for the running of the charity and decision-making. The Custodian Trustee has no part in this; their one role is to hold on to those title documents for the life of the charity, and provide them if requested.

[Community Action Norfolk: Know Your Trustees](#)

In Short

Managing trustees are individuals who are trusted to manage all decision-making for every use of the charity property and to deliver Village Hall facilities to residents. They are responsible for maintaining, repairing and insuring only the parts of the property used directly for the Village Hall facility. Other parts of the property may be occupied by others to derive income for the Charity.

A custodian trustee is a corporate body that holds the legal title to property on behalf of the charity, without getting otherwise involved.

These were the roles established for Mulbarton Village Hall Charity in 1976, when the Charity was formed.

[1976 Trust Deed \(Easier Reading, w. 1906 Public Trustee Act\)](#)

The Complicating Factor

What makes Mulbarton's situation more complex than many others is the site move from the Old School in 1989. The documentation highlights where uncertainty arose about what precise property these roles were to

apply to, following the transition. The roles apply to the property held in trust, but it became less clear what exactly that was.

Following legal advice, and advice from Charity Commission, managing trustees drafted a new declaration of trust for their custodian trustee to sign, with the aim of providing a stronger and clearer legal foundation:

Proposed New Declaration of Trust

03. Key Clauses

- [1 Charity Object](#)
- [2 Custodian Trustee](#)
 - [2.1 Section 4 of Public Trustee Act 1906:](#)
- [3 Mortgages & Charges](#)
- [4 Sale & Letting](#)
- [5 In Short](#)
- [6 Clause 4.2\(e\) in Practice – September 2022](#)

The following are key clauses, relevant to ownership, precisely quoted from The Schedule in the 1976 Conveyance. The Schedule forms part of the governing document and has been treated as the instrument defining how the property is to be held on trust. The interpretations set out below reflect professional advice received in 2022.



Charity Object

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

Relevant interpretation (based on professional advice received in 2022): This clause determines that the charity must hold property on trust, and must fulfil its object of improving conditions of life, by using that property and its income to provide Village Hall facilities. Conversely, all property used by the Charity to fulfil its object (including car park) must be held on trust.

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 interpretation (based on professional advice received in 2022): This clause establishes the Parish Council as custodian trustee in accordance with the Public Trustee Act 1906.

Section 4 of Public Trustee Act 1906:

4(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 hereinafter referred to as the managing trustees):

Relevant interpretation (based on professional advice received in 2022): Trustees need to know what their property is, and precise boundaries thereof. Trustees are responsible for maintenance, repair, insurance and day-to-day management for whatever property is held on

trust and used directly for Village Hall purposes, as specified in other sections of the Schedule. They are also responsible for managing leases where third parties are in occupation, and for applying income to Village Hall purposes.

(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:

Relevant interpretation (based on professional advice received in 2022): This clause provides for custody of title documents by the custodian trustee, with access for managing trustees, which ensures clarity about what property is held on trust.

(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:

Relevant interpretation (based on professional advice received in 2022): This clause provides that the management of trust property rests with the managing trustees. The custodian trustee must concur with the directions of managing trustees, unless to do so would be a breach of trust. If managing trustees do something (or fail to do something) that amounts to a breach of trust, the custodian trustee is not liable for that, unless they actively concur with it.

(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:

Relevant interpretation (based on professional advice received in

2022): The clause provides that income arising from trust property may be received by the custodian trustee but applied as directed by the managing trustees. If there are portions of property deriving income streams, there is material significance to determining trust property boundaries.

See below for details of the one instance when managing trustees exercised the power to direct spending in this way.

(f) The power of appointing new trustees, when exerciseable by the trustees, shall be exerciseable 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.

Mortgages & 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.

Relevant interpretation (based on professional advice received in

2022): Any mortgage on Charity Property must have Charity Commission consent and be used for the charity to fund improvement/extension/replacement of Charity property.

The Charity did secure a mortgage and charge after rigorous process in 1989, when the Charity needed to pay builders for the new hall construction, using a loan from Barclays, secured on the old hall. A sealed court order provided this power, based on assurances recorded in the court documentation relating to the new hall, that it would be constructed "on land belonging to the charity". This meant the loan could be secured against the old hall. The bank required two trustees and two Councillors to take the court order to the Wymondham branch and all sign the loan agreement in person with the court order on the table. Both Charity and Parish Council minutes record this event, as does correspondence addressed to the Parish Council.

Sale & Letting

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.

Relevant interpretation (based on professional advice received in 2022): Any sale/letting of protected Charity property must have 75% residents' support, Charity Commission consent, and majority trustee support. Disposition income must be used to purchase other property for the Charity; or given to another body approved by the Charity Commission, who would carry on the charity's purpose, after which the Charity itself would cease to exist. If a sale happens, the Charity must continue to have sufficient property to carry on its charitable activity.

The Charity did sell the Old School in 1989, and spent the proceeds of sale in full on the new hall. As with the mortgage, this required a sealed court order, which was issued on the basis of assurances made to the Charity Commission by the Parish Council, about the new property being held on trust, in the same way as the old. In addition, trustees constructed a complete audit trail of every penny spent, with reference to records from the period, which document in full the processes followed and the expenditure incurred.

In Short

There are four key clauses regarding property ownership and holding of title, where the governing document acts as a binding property instrument, relating to any title deed for land on which the charity operates.

Understanding the nature and implications of these key clauses is crucial to providing clarity about charity property.

Clause 4.2(e) in Practice – September 2022

Managing trustees have only once exercised their discretion under this clause to direct spending of some of this charity money held by their custodian trustee. This was £1,380 for a survey of the site which the Charity required in summer 2022. Based on the requirement to have a charity report from an independent surveyor before charity property can be leased, the survey was conducted to provide an independent professional valuation

of the different leases on site, as well as regular hire fees and occupation licenses for social club and two nurseries. These valuations gave important independent assessments of appropriate hire, lease and license terms for users of the site, and provided trustees with a fair and defensible pricing structure, with the aim of preserving the interests of the charity, and maintaining impartiality.

As custodian trustee, the Parish Council complied with this instruction and paid that invoice. At the time of the payment to Watsons, some uncertainty remained about charity boundaries, and therefore about what income had been derived from charity property. Nevertheless, all agreed that the amount of charity money held by the Parish Council was at least equal to this invoice, and on that basis the payment was made, from funds held by the Parish Council for the Charity, as recorded in Parish Council minutes from the time:

Watsons****	Survey of vilage hall site	1,500.00	-	Cheque
Ribbonsdale	Grounds maintenance	1,390.28	231.71	Cheque
Total		3,451.53	311.34	

* due 1 Oct

** due 16 Oct

*** due 10 Oct

**** £120 to be funded by PC, balance from MVHMC

Full minutes of MPC meeting – 2 October 2022

The public minutes in October 2022 recorded that this invoice was paid. The minutes from September 2022, the month before, explained the rationale. The minutes record the view of the Parish Council at that time, that the phone mast was on charity property, even though precise final agreement had not been reached. By that stage, the Parish Council had derived £104,378 from MBNL in rental, sufficient to cover the Watsons invoice.

The council **AGREED** that they must let the phone mast company know that the land is owned by Village Hall. They also **AGREED** to seek further legal advice as required.

Item 24, MPC meeting – 5 September 2022

04. Conveyance 1985

- 1 Purchase of New Site
- 2 Funding the New Hall
- 3 Early Planning and Governance Discussions
- 4 Funding Structure and VAT
- 5 The Position in 1985
- 6 In Short

Purchase of New Site

In December 1985, Mulbarton Parish Council purchased the 2.56-acre site on which the present village hall was later built. The contract of sale and conveyance name the Parish Council as purchaser and legal title holder.

1985 Conveyance Document

N O W THIS DEED W I T N E S S E S as follows:-

1. IN consideration of SEVEN THOUSAND SIX HUNDRED AND EIGHTY *ea.*
POUNDS paid by the Purchaser to the Vendors (the receipt
whereof is hereby acknowledged) the Vendors as Personal
Representatives of the Deceased and in exercise of their
statutory power HEREBY CONVEY unto the Purchaser ALL THAT
piece or parcel of land in the Parish of Mulbarton in the County
of Norfolk being part of Ordnance Survey Number 6000 on the
Ordnance Survey Map Metric Edition (and being part Ordnance
Survey Number 109 on the earlier Ordnance Survey Map) formerly
part of The Old Hall Farm and comprising 2.56 acres or
thereabouts and shown for identification purposes

1985 Contract of Sale

The interest sold is the Freehold/Leasehold

ALL THAT land in the Parish of Mulbarton in the County of Norfolk being part O.S. 6000 O.S. map metric edition (and being part O.S. 109 old O.S. EDITION) formerly part of Old Hall Farm and comprising 2.56 acres or thereabouts and shown for identification purposes only edged red on the attached plan - See Rider 1

District Land Registry		
Title Number		
Agreed Purchase Price	£ 7,680	p 00
Less Deposit	3,840	00
Balance	3,840	00
Add Price agreed for Chattels		
Balance payable on completion	3,840	00

At the time of this purchase, the Village Hall charity was still operating from the Old School site, and the process of planning a replacement hall was ongoing.

Funding the New Hall

In 1983, residents were asked to vote in a parish referendum on whether to significantly increase the parish precept to fund a new village hall.

The proposal was to increase the precept from approximately 2p per household per day to around 5p per household per day — an increase of around 250%.

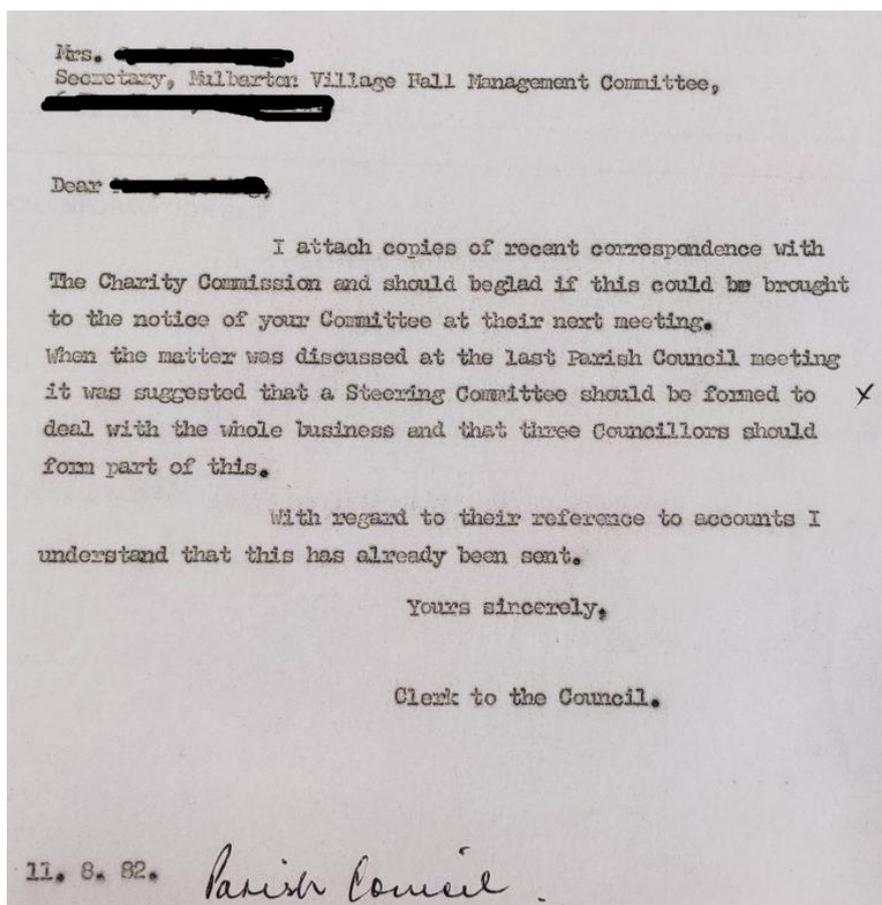
Approximately a quarter of residents participated in the vote, with over 97% voting in favour. This provided a substantial and ongoing funding stream, raised specifically for the purpose of delivering a new village hall for the parish. These funds were then used by the Parish Council in the years that followed, including to purchase the 1985 site.

When construction was complete, the Charity had been so successful at self-funding the £350,000 build, there was £30,000 of precept-generated income left over. The Parish Council re-directed this to other projects.

Early Planning and Governance Discussions

By 1982, discussions were already underway about the future of the existing hall and the possibility of building a new facility.

In correspondence from that year, the parish clerk provided the Village Hall management committee with copies of communication with the Charity Commission and noted that a steering committee was to be formed, including parish councillors.



Mrs. [REDACTED]
Secretary, Milborton Village Hall Management Committee,
[REDACTED]

Dear [REDACTED]

I attach copies of recent correspondence with
The Charity Commission and should be glad if this could be brought
to the notice of your Committee at their next meeting.
When the matter was discussed at the last Parish Council meeting
it was suggested that a Steering Committee should be formed to
deal with the whole business and that three Councillors should
form part of this.

With regard to their reference to accounts I
understand that this has already been sent.

Yours sincerely,

Clerk to the Council.

11. 8. 82. Parish Council

Steering group records from 1986 show that key questions about governance and ownership were being actively considered during the planning phase.

Minutes from February 1986 record:

“The proposed new centre must have charitable status, and the Charity Commissioners to be contacted about the sale of the existing Village Hall.”

A memorandum from the same period raises the need for clarity about roles and ownership:

“It is most important to be clear on the relative status of the Village Hall and the Parish Council... one must be clear that the titular owners of the Community Centre would be the Trustees of the Village Hall.”

Another memorandum warns the Parish Council of potential legal difficulty, regarding the plan to invest the proceeds of sale from the existing charity property:

“...you may be relying on a sum of money to which you have no legal right.”

1986 Steering Group Memos

These records show that charitable status, ownership, and the relationship between the Parish Council and the Village Hall charity were recognised as important issues before the new hall was built.

Funding Structure and VAT

Correspondence from 1980 onwards shows that Parish Council funding and VAT recovery were part of the developing approach to village hall provision.

Letters from 1980 record that:

- the Village Hall would receive financial support from the parish precept; and
- VAT-bearing expenditure could be routed through the Parish Council's accounts so that VAT could be reclaimed.

VAT Strategy Correspondence – MVH/MPC

A later advisory letter confirms that, provided the relevant conditions were met, the Parish Council would be able to reclaim VAT on expenditure connected with the project.

To recover VAT, the conditions mentioned in the correspondence stipulate that the Parish Council had to receive “nothing in return”, in exercise of their power from s.133 of the Local Government Act 1972, to give financial assistance to a Village Hall Charity. This is because VAT is a tax on value added, so is only recoverable if no value is added.

The National Association of Local Councils

(Representing Parish, Town and Community Councils in England and Wales)

Telephone: 01 637 1865

Secretary: John Clark, M.A., B.C.L.

108 Great Russell Street
LONDON WC1B 3LD

Our Ref PC/KR/NORFOLK
Your Ref

20th November, 1988

The Secretary,
Norfolk Association of Local Councils.

Dear Joan,

MULBARTON PARISH COUNCIL - LICENSED PREMISES IN VILLAGE HALL

Thankyou for your letter of 7th November.

I confirm that , provided that it complies with the conditions described in Legal Topic Note 36 and VAT Notice 749, it will be able to reclaim the VAT on its expenditure.

Whether or not to contribute in the way suggested is essentially a policy decision for the council alone to take. I think that, if I was the council, I would want to see the accounts of the social club for the last three or four years and I would not agree to make any grant until the question of charitable status has been settled. I know nothing of the composition of the club, but if its membership is very restrictive then it would probably be inappropriate for the council to contribute since the benefit to the community generally would be slight.

I enclose a copy of this letter.

Yours sincerely,



Deputy Secretary.

These arrangements formed part of the financial structure supporting the development of the new village hall, which relied on the new property being held in trust, in the same way as the Old School site, and the Parish Council receiving no interest in the property – “nothing in return”. Altogether, almost £12,000 VAT was recovered from the construction costs of the Village Hall in 1989.

The Position in 1985

The 1985 conveyance documents show the Parish Council acquiring legal title to the new site.

At the same time:

- residents had approved, through referendum, the raising of funds specifically for a new village hall;
- the existing Village Hall charity continued to operate;
- planning for a replacement hall was underway; and
- contemporaneous records show that charitable status and governance arrangements were being actively considered.

The 1985 documents therefore form part of a wider sequence of events, rather than a complete statement of how the new site was to be held or managed.

In Short

The Parish Council purchased the current village hall site in 1985 and holds legal title to that land.

The purchase followed a parish-wide referendum in 1983, in which residents overwhelmingly supported raising funds through the precept to provide a new village hall.

Records from the period show that charitable status, governance, and the relationship between the Parish Council and the Village Hall charity were under active consideration as the project developed.

Subsequent documents (covered in later pages) address how the transition from the Old School hall to the present site was carried out.

05. Site Move 1987-90

There is very little room for guesswork or supposition. The documents that exist from the time the current Village Hall was constructed are plentiful and provide a detailed record of events. These include:

- Extensive correspondence between the charity, parish council, district council, Charity Commission and Barclays Bank
- Full minutes of the Village Hall Charity
- Full minutes of the Parish Council
- Full minutes of the Steering Group
- Full minutes of the Sports and Social Club
- Official forms, together with memoranda and reports
- Both court orders in full, allowing the Charity to build and relocate to a new hall:
 - one granting the Charity power to raise funds by mortgaging the old hall
 - one granting the Charity power to sell the old hall and relocate to a new hall, subject to the same trusts
- Public reports published in Mulbarton Parish News
- Subsequent leases

The only item from the time that appears to be missing is the Surveyor's report, produced on behalf of the Charity regarding the transition from the Old School to the current site. This report was intended to assess whether, after the transition, the Charity would retain sufficient property (including a building and car park), to fulfil its charitable objects. It is a legally required part of the process of disposition/acquisition of charity property.

The report is referenced in the records, which indicate that the Charity Commission had sight of it. The fact that the court orders were subsequently issued indicates that the statutory requirements for the transition were considered to have been met at the time. Nevertheless, the report itself appears to be lost.

Taken together, the available records provide a comprehensive account of the period. Because the full set of paperwork is extensive and contains personal data, it is not all published on this site. The documents included

here are those most relevant to understanding the sequence of events, with personal data redacted where appropriate.

For an overview of how the project progressed at the time, the public statements published in Mulbarton Parish News chart events from the Parish Council's perspective, in their own words, from the purchase of the land in 1985 through to the Charity Commission's involvement in 1989.

Winter
85/6

MULBARTON PARISH COUNCIL On behalf of the Parish we are purchasing 2.56 acres of land behind the Village Hall for a Sports and Social Centre, proving once again that Local Government achieves things only slowly, after nearly 18 months we have at last received the Conveyance to sign. In that time disputes about a right of way across the Common granted by the Lord of the Manor have held up the sale. Nevertheless the Steering Committee has had numerous meetings, and after the latest one with South Norfolk Planning Department are almost ready to submit plans for a Centre to be built in two phases. As part of the conditions of sale a chain link fence has to be erected within 3 months of signing the conveyance, on the Northern boundary of the land.

Remember that your Parish Councillors are here to serve

Spring
86

MULBARTON PARISH COUNCIL After a great deal of discussion and some careful calculations the Council has regretfully come to the conclusion that the Sports and Social Centre will have to be a core Community Centre with a much reduced floor area. We have now asked our architect to draw up plans for a centre twice the size of the present village hall, with as many facilities as he can fit in. We would have liked to have built a hall to meet the majority of sporting needs in the village, but realise this was beyond the rate revenue which we could expect to charge the residents of Mulbarton. The revised plans and costings will be on display at the Annual Parish Meeting on Monday 28th April 1986 at 8pm at the village hall. We hope to hear your views at that meeting.

Is there anyone who could become the village...

Winter
86/7

MULBARTON PARISH COUNCIL was delighted to hear that the Community Centre Steering Committee had submitted a plan to the South Norfolk District Council and that it should be considered at this month's meeting. Once we have planning permission we can go ahead and apply for a grant. In the not too distant future work may start on the new Centre. I would like to thank all those who have attended numerous meetings and helped get things to this stage. It has often been frustrating and tedious, but without these meetings we would not have been able to get this far.

The council is very happy to encourage Mr Lacy and his band of fellow footpathwalkers to take an active interest in

Xmas 86
New Year
87

MULBARTON PARISH COUNCIL After applying in August we have now had the good news that we have been granted planning permission for our Community Centre. Now the real work will begin, drawing up detailed plans and specifications, working out finances, applying for grants and inviting builders' tenders. I have every reason to hope that all this will be carried out as soon as possible, and that the building will start in the coming year.

The Council discussed...

Autumn
~~Summer~~
1987

Summer
1988

Autumn
88

Winter
88/89



MULBARTON PARISH COUNCIL The plans for the new community centre have now been passed and Building Regulation approval has been received. The Council is now able to approach several building contractors for tenders for the construction, and we hope to make a decision by our November meeting. We are still relying on the District Council for a grant, and have to apply for this by the January meeting. As soon as the result of this is known we can go ahead, hopefully, with the building.

Some pedestrians in the village would not be able to

MULBARTON PARISH COUNCIL As I am sure many people have noticed there is activity on our Community Centre site by the Village Hall; the builders are starting to build. The total area of the new centre will be one and a half times bigger than the present Village Hall buildings. As well as a hall, with a removable stage, there will be a function room with a bar, a committee room, also changing and toilet facilities. We are hopeful that as soon as the building is completed we will be able to sell the present Village Hall which would clear any loans we may have to make. We would have a facility, if well used, that can start to raise money for the village straight away. A second stage could be built with sports facilities and/or an all weather surface with flood lighting, or any other facility that the village might like to have. We hope that the new centre will be just a beginning and will lead to more and more activities being catered for in Mulbarton.

Going from something new and exciting I have now to go

MULBARTON PARISH COUNCIL The new Village Hall continues to grow and the building steering committee has now been superseded by a steering social committee. It is very important that this committee is well organised and succeeds as it will be a real asset in ensuring that the building is well used and viable financially. The Parish Council is very grateful for the hard work and enthusiasm that people on the steering committee are bringing to the New Village Hall project. Shortly they will be sending details of the Social Club to all parishioners, so look out for a news-sheet coming through the letter box. Some parishioners may not know that

MULBARTON PARISH COUNCIL I am sure everyone is very pleased to see the new silhouette taking shape on the east side of the common as the exterior of the New Village Hall is being finished. Unfortunately, through various factors beyond the builder's control, the finishing date will be 6-8 weeks later than anticipated. As the majority of the parishioners at our last public meeting wished to retain the outline of the present village hall we have put in for outline planning permission for conversion to residential use of the present building. Also on a building plot at the north end of the site in anticipation of when we wish to sell the hall. It will be considered shortly.

06. Declaration of Trust 1988

- 1 Custodian Trustee Declaration
- 2 Declaration of Trust (1988–1989)
- 3 Status of the Declaration
- 4 In Summary

Custodian Trustee Declaration

This page brings together key correspondence with the Charity Commission from 1987–1989, which sets out the requirements for the sale of the Old School and the construction of a new village hall.

The Charity Commission made clear that:

- the Parish Council, as custodian trustee, held the legal title to the property but had no role in the administration of the charity
- decisions about the sale of charity property were matters for the Committee of Management (the managing trustees)
- the proposed sale required both:
 - approval by a meeting of inhabitants (as required by the 1976 governing document)
 - a formal Order of the Charity Commission
- before granting such an Order, the Commission would require a report from a surveyor acting exclusively in the interests of the charity

The Commission also requested confirmation that:

“the new hall will be held on the trusts contained in the conveyance of 20 October 1976”

Declaration of Trust (1988–1989)

In response to these requirements, correspondence from 1988 confirms that:

- the inhabitants of Mulbarton had approved the proposed sale
- the managing trustees were in agreement

- a loan was being arranged to fund construction
- and that the new hall:

“will be held on the trusts contained in the conveyance”

A further statement to the same effect appears in subsequent correspondence, confirming that:

“the new Village Hall... will be administered by the management committee and held on the trusts as before”

These written confirmations formed part of the material relied upon by the Charity Commission in issuing the court orders required to:

- authorise the sale of the existing hall
- enable borrowing for construction of the new hall

Status of the Declaration

The 1988–1989 correspondence demonstrates that:

- the intention was clearly recorded that the new hall would be held on the same trusts as the 1976 conveyance
- this intention was communicated to, and accepted by, the Charity Commission as part of the approval process

However, the documents do not define the precise physical extent of the land to which those trusts applied. The correspondence refers to the “new hall” or “new community centre”, without setting out detailed boundaries.

In Summary

The documentary record shows that:

- the Charity Commission required clear confirmation that the new hall would be held on existing charitable trusts
- that confirmation was given in writing by those involved at the time
- and the necessary court orders were issued on that basis

At the same time, the surviving documents do not specify the exact boundaries of the land held on trust, which has contributed to later uncertainty.

Charity Commission Correspondence in Context

07. Charity Commission Form 14 (1988)

- 1 Managing Trustees Declaration
- 2 Declared Income Sources
- 3 VAT Treatment of Parish Council Contributions
- 4 Charitable Status Requirement for District Council Grant
- 5 Reading the Documents Together

Managing Trustees Declaration

As part of the process for constructing the new village hall, the Charity Commission required the managing trustees to complete Form 14 in support of an application to borrow.

Charity Commission Form 14

The purpose of the form was to provide the Commission with detailed information about the charity's financial position, including:

- how the project would be funded
- what income the charity expected to receive
- how the charity would remain viable after the transition

Declared Income Sources

Within the form, the trustees set out the sources of funding available to the charity for the project. These are recorded as:

- proceeds from the sale of the existing hall
- Parish Council rates and funds
- South Norfolk District Council grant

The form presents these as **income available to the charity** for the purpose of constructing and operating the new village hall.

The Charity Commission required "detailed information" about these income sources in order to assess:

- whether the charity could fund the project
 - whether it could repay borrowing
 - whether it would continue to operate effectively
-

VAT Treatment of Parish Council Contributions

Separate correspondence from the period sets out the conditions under which Parish Council expenditure on the project could qualify for VAT recovery.

VAT Notice 749 states:

“If you use your own funds to carry out work to the hall and give the work away to the owners of the hall ... and receive nothing in return then you are not making a supply for VAT purposes.”

VAT was recovered on the Parish Council’s contribution to the project on this basis: that funds were given to the charity **with nothing in return**. This is the same basis referred to in the November 1988 correspondence from the National Association of Local Councils, and reflected in Parish Council minutes and correspondence from the period.

This treatment accords with the presentation in Form 14 of those funds as income available to the charity.

Charitable Status Requirement for District Council Grant

Steering Group minutes from the same period record that funding from South Norfolk District Council was dependent on the new hall having **charitable status**.

Reading the Documents Together

The records from this period are consistent:

- funding from sale proceeds, local authority contributions, and grants is presented as income available to the charity
- the Charity Commission required and received detailed financial information on that basis
- VAT recovery on Parish Council expenditure was conditional on the Council receiving nothing in return
- District Council funding was made on the basis of charitable status

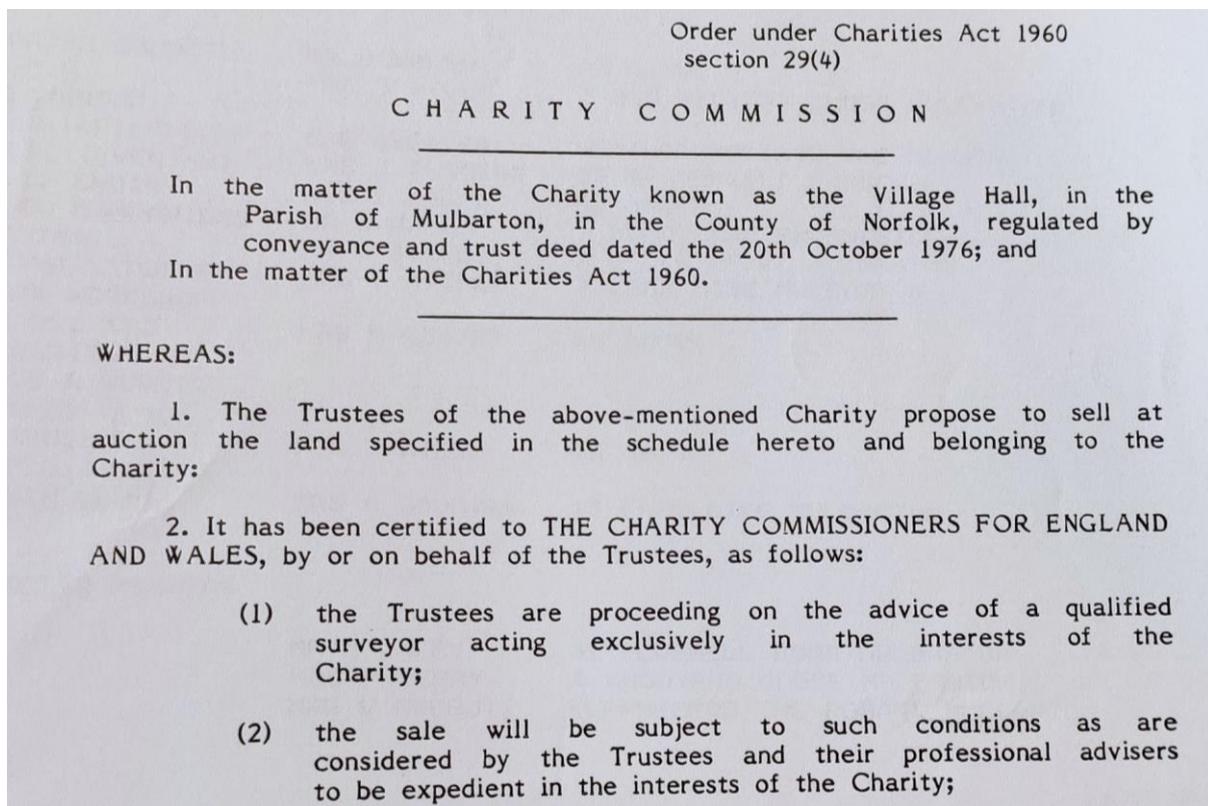
Taken together, these documents describe the financial framework under which the new hall was funded and approved.

Supported by detailed financial information demonstrating viability, this formed part of the material considered by the Charity Commission when granting authority for borrowing and for the transition to the new hall.

08. Sealed Court Orders 1989

- 1 Effect of the Orders
- 2 Implementation

Two court orders were sealed in relation to the transition from the Old School Village Hall to the new site.



Authority for borrowing

CHARITY COMMISSION

In the matter of the Charity known as the Village Hall, in the Parish of Mulbarton, in the County of Norfolk, regulated by conveyance and trust deed dated the 20th October 1976; and
In the matter of the Charities Act 1960.

WHEREAS:

1. It has been represented to THE CHARITY COMMISSIONERS FOR ENGLAND AND WALES, by or on behalf of the Committee of Management of the above-mentioned Charity (hereinafter referred to as the Committee), that for the purpose of defraying part of the cost of constructing a community centre on land belonging to the Charity for use for purposes thereof the Committee proposes to borrow certain moneys from its bankers, Barclays Bank PLC, upon the terms hereinafter mentioned:

2. It appears to the Commissioners that the proposed borrowing is expedient in the interests of the Charity:

These orders were made on the basis of:

- the Custodian Trustee's signed declaration
- the Managing Trustees' Form 14 submission

The first order authorised the **sale of the existing charity property**.

The second authorised the **use of that property as security for borrowing**, to fund construction of the new hall.

Effect of the Orders

The orders lifted the usual legal restrictions on the disposal and mortgaging of charity property, subject to conditions.

They record that:

- the sale proceeds were to be applied to the provision of a new village hall
- the charity would continue to operate under the trusts established in the 1976 governing document
- the arrangements had been reviewed and certified as being in the interests of the charity

The borrowing order also records that the new community centre was to be constructed "**on land belonging to the charity.**"

Implementation

The orders were acted upon immediately. Payments to contractors followed within days, and the sale of the Old School completed shortly afterwards. The proceeds were applied in full to the construction of the new village hall.

09. Financial Audit 1983-92

- 1 Gathering The Data
- 2 Phase One Audit
- 3 Phase Two – Subsequent Works
- 4 Summary of Funding Sources
- 5 Contemporary Record
- 6 Relationship to Earlier Declarations
- 7 Implementation
- 8 Notes on Records

Gathering The Data

The records from the period are sufficiently detailed to allow a full reconstruction of income and expenditure relating to the construction of the new Village Hall.

Parish Council minutes record expenditure line by line. These entries can be cross-checked against bank records, annual accounts, and charity records. Taken together, these sources provide a consistent and internally verifiable account of how funds were received and applied.

In 2023, a detailed review of these records enabled the creation of a complete audit trail for Phase One of the project (the construction phase outlined in Form 14), together with a clear indication of the subsequent Phase Two works.

The audit trail reconciles in full. Income and expenditure for Phase One balance exactly to the penny across the underlying records, with no residual difference.

Phase One Audit

Financial Audit for Phase One: 1983-1990

The reconstructed ledger accounts for each transaction and reconciles income and expenditure across Parish Council and Village Hall Charity records.

Phase One expenditure totals **£229,088.15**, comprising:

- approximately **£196,000** in construction costs
- approximately **£33,000** in land purchase and associated costs

The figures reconcile across multiple sources, including minutes, accounts, and bank records, exactly to the penny.

Phase Two – Subsequent Works

Following completion of the initial build, further works were undertaken. The figures below are drawn from Social Club annual meeting minutes, which record approximate amounts spent:

- Approx. £70,000: extension of the main hall and provision of Parish Council office space
- Approx. £30,000: construction of a Multi-Use Games Area
- Approx. £30,000: installation of floodlighting at Mulberry Park
- Approx. £7,500: car park repairs
- Approx. £2,500: additional equipment

These works were carried out over the next two years, completing the wider vision for the site.

The records indicate that a substantial proportion of this phase was funded through profits generated by the Social Club, alongside further grant funding.

Records from the period indicate that expenditure on car park repairs (approx. £7,500) was met from Village Hall Charity resources (Social Club profits covenanted to the Charity). Parish Council minutes from the same period refer to the car park works being arranged. The Charity's 1992 AGM minutes, shown below, also record that "this matter was being dealt with by the Parish Council."

These records describe the same works from different administrative perspectives.

Summary of Funding Sources

Across both phases, the combined expenditure is approximately **£355,000**, with funding sources recorded as:

- Village Hall Charity (including sale proceeds, Social Club income, and general funds): **£193,960**
- South Norfolk District Council grants: **£70,120**
- Residents (via Parish Council rates and funds): **£77,833**
- HMRC (VAT recovered): **£11,675**
- Scouts contribution: **£1,500**

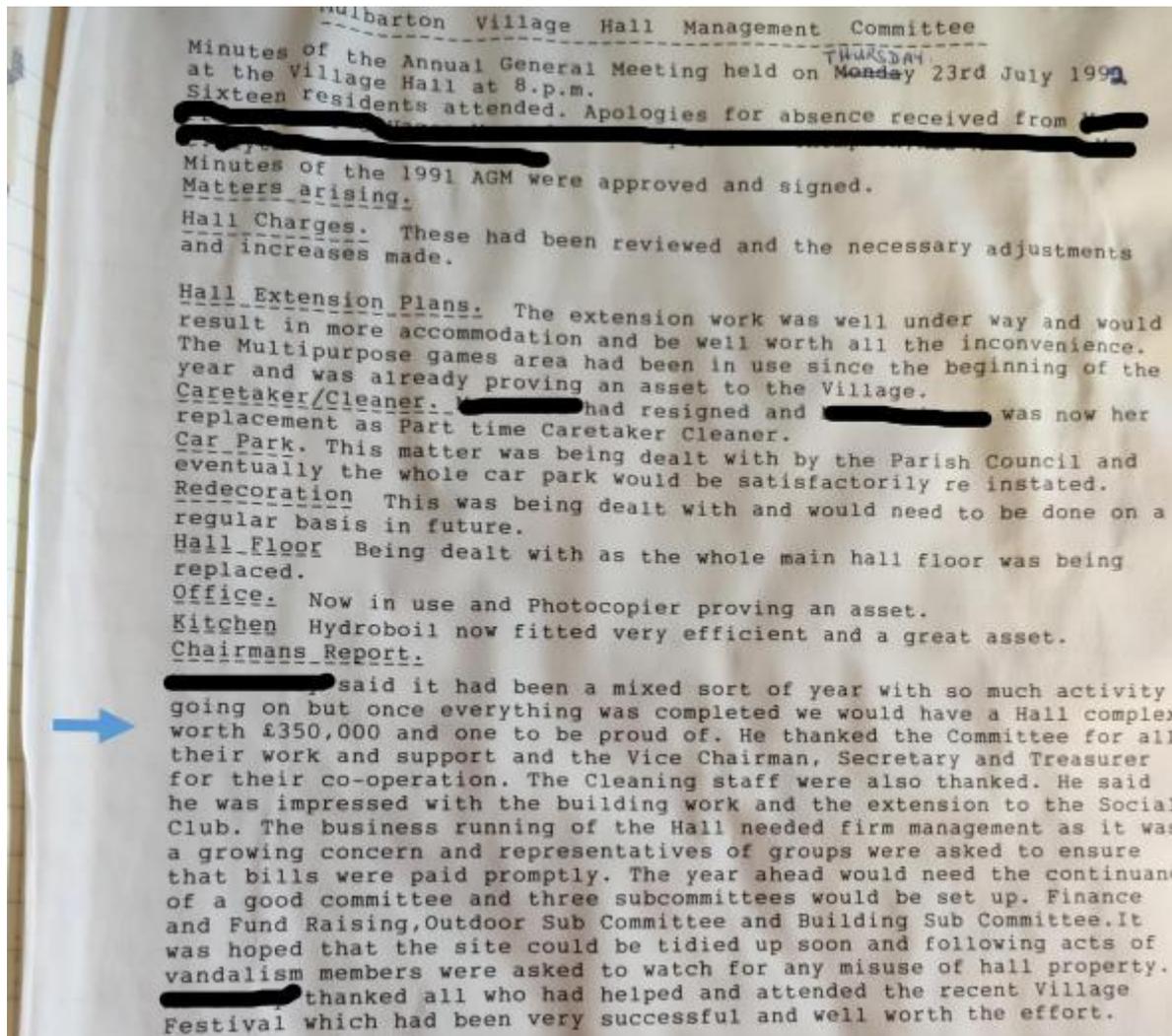
These figures are derived from the consolidated audit trail and associated records.

Contemporary Record

At the Village Hall Charity AGM in July 1992, the outcome of the project was recorded as follows:

“Hall Complex worth £350,000”

This reflects the position at the point when the main phases of construction and extension had been completed.



Relationship to Earlier Declarations

The financial structure evidenced in the audit trail corresponds with the funding framework set out in Form 14.

The records show:

- proceeds from the sale of the old hall applied to the new project
- funds raised through Parish Council rates and assets applied to the same project
- grant funding received and applied to construction and related works
- VAT recovered on qualifying expenditure

These elements align with the sources of income declared to the Charity Commission in advance of the project.

Implementation

The records also show that:

- the loan secured for construction was repaid in full
- expenditure proceeded in accordance with the permissions granted
- the project was completed without interruption to the charity's operation

The minutes and accounts from the period reflect a sustained period of activity, resulting in the construction and subsequent development of the current Village Hall.

Notes on Records

The documentation from this period is extensive and internally consistent. It includes:

- detailed minutes
- bank records
- annual accounts
- supporting correspondence

Where minor uncertainties arise (for example, timing of specific transfers), these do not affect the overall reconciliation of totals, which match across independent records.

Phase Two was funded primarily from Social Club profits and grant funding. Parish Council minutes record that a £30,000 balance (remaining after Phase One), derived from parish rates raised for the Village Hall project, was re-allocated to other parish priorities rather than being applied to Phase Two.

10. Parish Council Office 1992

As part of the Phase Two works, additional space was constructed within the Village Hall complex, including office accommodation which has been used by Mulbarton Parish Council since the early 1990s.

The records indicate that:

- Phase Two works were funded primarily from Village Hall Charity resources (including Social Club profits covenanted to the charity) together with grant funding
- the remaining balance of Parish Council rates originally raised for the project was not applied to this phase

No lease or formal occupation agreement has been identified in relation to the Parish Council's use of this office space, and no rent is recorded as having been paid.

Under the governing document and the Public Trustee Act 1906 framework, the Parish Council acts as custodian trustee, holding legal title while the management and use of the trust property rests with the managing trustees.

VAT guidance in force at the time of the project provided that local authority funding contributions would qualify for recovery only where given "for nothing in return". In addition, it says:

"The consideration does not need to be in money. For example, if you carry out the work only on condition that you can use the hall afterwards, then use of the hall could be consideration from the owners for your supply of the work."

These elements form part of the overall documentary context in which the use and occupation of different parts of the site developed over time.

11. Social Club 1992 & 1994

- [1 1992 Draft Agreement](#)
- [2 Review and Revision](#)
- [3 1994 Occupation Licence](#)
- [4 Terminology Within the 1994 Agreement](#)
- [5 Reading the Documents Together](#)

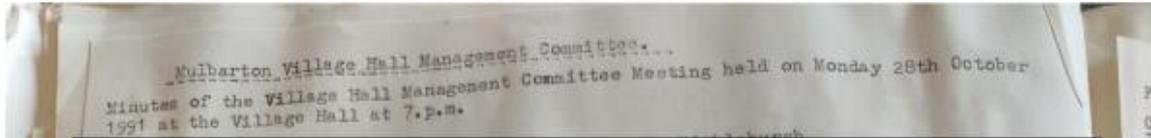
The first formal agreement governing the operation of the Social Club within the Village Hall complex was developed between 1991 and 1992.

Initial draft terms were prepared locally and circulated during this period. Parish Council minutes record that these were produced by volunteers and discussed ahead of formal adoption, with no record of external professional advice at that stage.

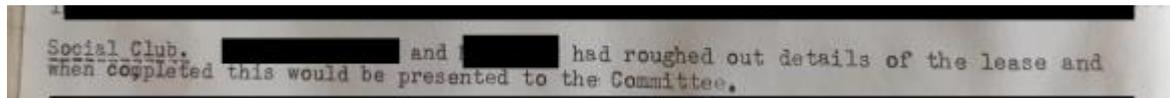
1992 Draft Agreement In Context

October 1991

Two Parish Councillor volunteers drafted operating conditions for the Social Club, with a view to VH, PC and SC all signing agreement. There is no record of professional advice being sought or received.



Mulbarton Village Hall Management Committee...
Minutes of the Village Hall Management Committee Meeting held on Monday 28th October
1991 at the Village Hall at 7.30pm.



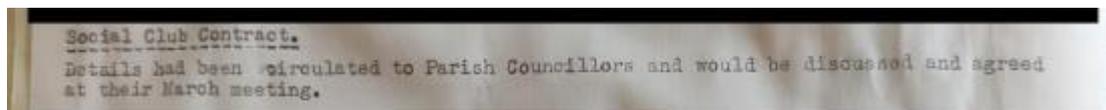
Social Club. [redacted] and [redacted] had roughed out details of the lease and
when completed this would be presented to the Committee.

February 1992

The draft had been circulated to Parish Councillors for discussion at March meeting



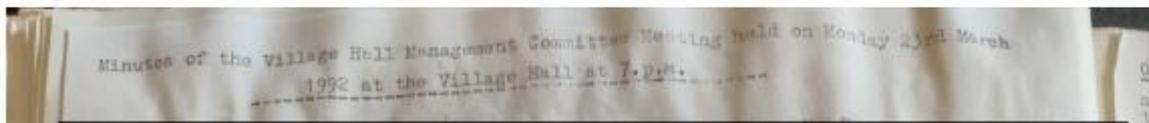
Minutes of the Village Hall Management Committee Meeting held on Monday 24th February
1992 in Mulbarton Village Hall at 7.30pm.



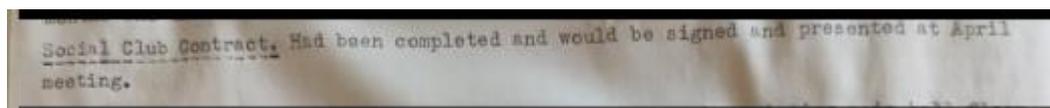
Social Club Contract.
Details had been circulated to Parish Councillors and would be discussed and agreed
at their March meeting.

March 1992

Draft had been completed and would be signed and presented at April meeting.



Minutes of the Village Hall Management Committee Meeting held on Monday 23rd March
1992 at the Village Hall at 7.30pm.



Social Club Contract. Had been completed and would be signed and presented at April
meeting.

April 1992

MULBARTON PARISH COUNCIL

NON-NEGOTIABLE OPERATING CONDITIONS FOR
MULBARTON VILLAGE HALL MANAGEMENT COMMITTEE AND
MULBARTON SOCIAL CLUB

HISTORY

It is important and relevant to this document that a history of Mulbarton Social Club is understood.

When Mulbarton Parish Council constructed the new village hall it was decided that the inclusion of a bar would generate income for the day to day up keep of the hall, for future facilities, and, when these needs were fulfilled, to support other village organisations. To alleviate unavoidable administrative problems the Mulbarton Village Hall Management Committee formed a separate committee to oversee the running of the bar. This committee became known as the "Mulbarton Social Club Committee". The rules of this Committee were then formulated as a necessary part of the legal requirement of the Registration Certificate granted by the Licensing Justices.

ESTABLISHMENT

The building and furnishing of the Social Club was made possible by investment of funds by Mulbarton Parish Council and later supported by a loan (since repaid) from the Greene King Brewery.

PROPERTY

Therefore it is important to understand that all buildings, fixtures, fittings, furnishings and all other property, unless privately owned and temporarily kept at the premises, remain the property of Mulbarton Parish Council. This naturally includes all buildings and all property subsequently purchased from profits made from the original investment. However, this does not include items donated to other organisations.

INCOME

The income and all profits from the Mulbarton Social Club remain the property of Mulbarton Parish Council, but may be used as aforesaid, by the Mulbarton Social Club if covered in the rules of the Club as outlined.

MANAGEMENT

The day to day running of the Club, including the control of the finances is entrusted to the Mulbarton Social Club Committee provided that this is done within the original guidelines of the establishment of the Club and subject to the rules of the Mulbarton Village Hall Management Committee and also subject to the prompt and regular payment of a licence fee, the amount of which will be decided and varied when necessary by the Mulbarton Village Hall Management Committee. Whilst the size of the Committee of the Mulbarton Social Club shall be determined by its rules; from the first day of April, 1992, if it so wishes, the Mulbarton Village Hall Management Committee may appoint 25% of the total of the Mulbarton Social Club Committee. (The total number including its officers). Mulbarton Parish Council exclusively reserves the right, without notice or penalty to themselves, to close the Mulbarton Social Club where there is any infringement of these conditions by the Club, its serving Committee, its staff, its members or their guests, or where the Club or any related event is not organised and run in a correct and decent manner or where any embarrassment might be caused by any activity, behaviour or mismanagement to the said Mulbarton Parish Council or the parishioners of Mulbarton.

Except when otherwise decided by Mulbarton Parish Council, the overall management of the complex known as Mulbarton Village Hall and all adjacent facilities owned by Mulbarton Parish Council which are recognised as forming part of the village hall complex, is entrusted to the Mulbarton Village Hall Management Committee.

These conditions remain in force and may not be altered or varied except by the said Mulbarton Parish Council.

Those persons who append their signatures below acknowledge receipt of these conditions and must undertake to pass on to any successor in their post, these conditions in their entirety. In the event of any change of person in any post, no change of signature will be necessary unless these conditions are varied or updated by the said Mulbarton Parish Council.

Dated:

..... Chairman, Mulbarton Parish Council

..... Clerk, Mulbarton Parish Council

..... Chairman, Mulbarton Village Hall
Management Committee

..... Secretary, Mulbarton Village Hall
Management Committee

..... Chairman, Mulbarton Social Club

..... Secretary, Mulbarton Social Club

April 1992

VH Trustees had first sight of the Operating Conditions, after it had already been signed. No vote was taken.

Minutes of the Mulbarton Village Hall Management Meeting held at the Village Hall on
Monday 27th April 1992 at 7.p.m.

Social Club Contract. The Secretary circulated copies for perusal and [redacted]
explained the history behind the idea originally to set up the Social Club and the
reason for the formal contract.

July 1993

The lease that had been drawn up by local volunteers, without legal compliance checks, was found to be incorrect and unlawful, and had to be changed to comply with HMRC regulations and law.

Social Club- Occupation Licence:-:-
The lease that had been drawn up before was not correct as had referred
to the Parish Council as lessor. A legal binding agreement between the
Social Club and the Village Hall Management Committee was now needed to
comply with Customs and Exise regulations and law. The following proposal
was made "The Village Hall Management Committee agrees that the Social
Club area at the west end of the main hall is surplus to the Charities
requirements and can be used as designated." This was proposed by [redacted]
and seconded by [redacted] - all were in favour. A draft
licence had been prepared and all members attending the meeting had
been given a copy to peruse and bring back to the next meeting with any
relevant comments or alterations, so that the matter could be finalised.

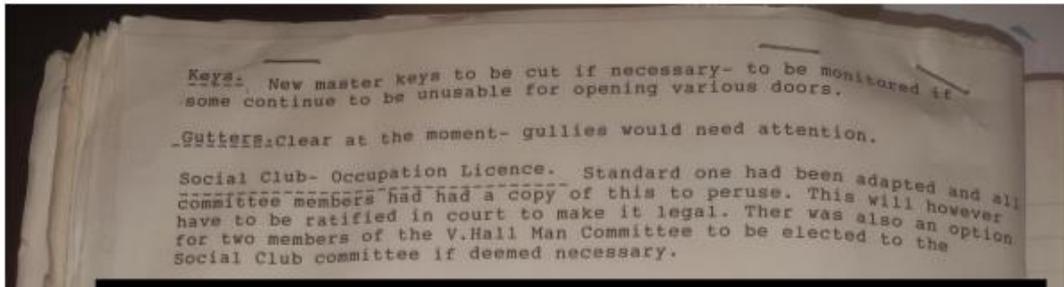
There being no further business the meeting closed at 9.05p.m.
Next Village Hall Management Committee meeting- Monday 23rd August 1993
at the Village Hall at 7.30 p.m.

[redacted signature]

"The lease that had been drawn up before was not correct as had referred to the Parish Council as lessor. A legal binding agreement between the Social Club and the Village Hall Management Committee was now needed to comply with Customs and Excise regulations and law... A draft license had been prepared and all members attending the meeting had been given a copy to peruse and bring back to the next meeting with any relevant comments or alterations, so that the matter could be finalised."

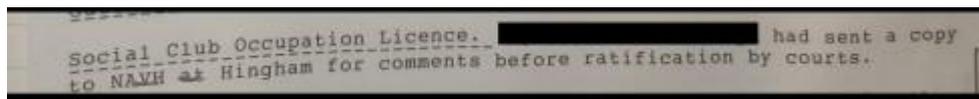
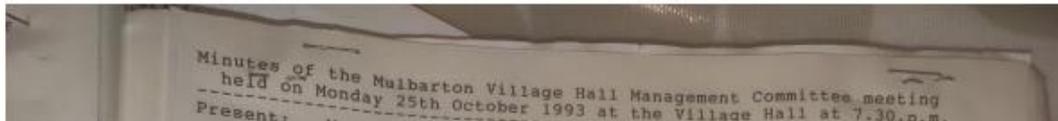
August 1993

The model template for Village Hall Social Clubs had been circulated to all trustees and was to replace the faulty agreement, after external advice and due legal compliance checks had completed.



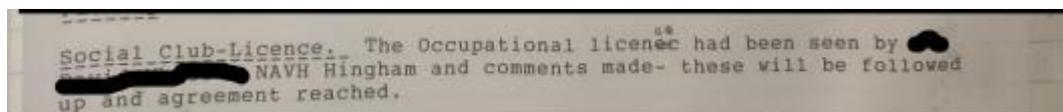
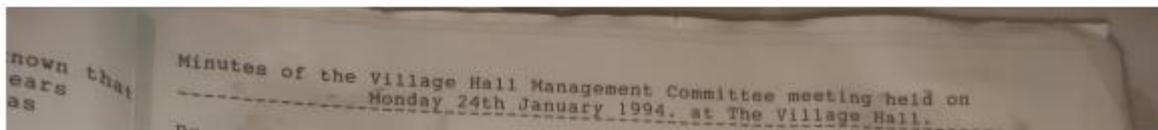
October 1993

Advice from Norfolk Association of Village Halls sought on the new draft, before seeking the authority of the court for the corrected agreement.



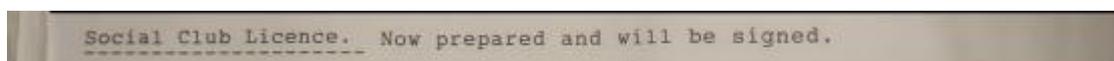
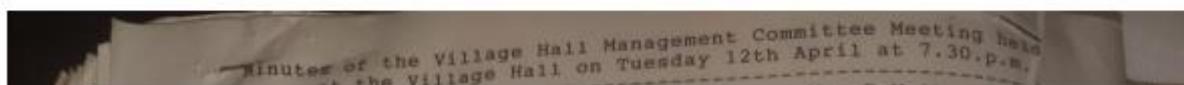
January 1994

Advice taken on board from NAVH, and amendments to be made



12th April 1994

New license now prepared and about to be signed.



The 1992 document set out proposed operating conditions for the Social Club and the wider site. It presented the Parish Council as holding a central role in relation to property and income.

Subsequent records show that this draft did not proceed in its original form.

Review and Revision

By 1993, the position had been reconsidered. Minutes record that the earlier draft arrangement was not legally correct and required amendment in order to comply with relevant law and regulatory requirements.

A revised approach was then developed:

- a model template for Village Hall Social Club arrangements was obtained
- external advice was sought (including from the Norfolk Association of Village Halls)
- a corrected agreement was prepared for court approval

This process reflects a transition from locally drafted arrangements to a formally compliant structure.

1994 Occupation Licence

1994 Occupation License

The revised agreement, signed in April 1994 and ratified by the court, introduced a number of key corrections:

- the Village Hall Charity (via its management committee) is identified as grantor of the licence
- the Social Club is granted rights of use, but not exclusive possession
- surplus profits are to be paid to the grantor by deed of covenant
- overall possession and control of the premises is retained by the grantor

This aligns the agreement with the wider documentary record, in which the Village Hall Charity is treated as the body in possession and responsible for the property.

Terminology Within the 1994 Agreement

One element within the 1994 licence does not sit neatly with the wider documentation.

The opening recital refers to the grantor as being “the tenant in possession” of the Village Hall.

Across the broader record:

- there is no evidence of a tenancy arrangement for the Village Hall Charity
- the Charity operates through trustees rather than as a separate legal person
- earlier and contemporaneous documents consistently treat the property as held on charitable trust

Set against that context, the use of the term “tenant” appears to be inconsistent with the general structure described elsewhere.

Reading the Documents Together

The sequence of records shows a clear progression:

- an initial locally drafted agreement (1992)
- subsequent recognition that it was not legally compliant
- revision using a recognised model and external advice
- court-approved agreement (1994) reflecting a compliant structure

Taken together, the documents describe the process by which a legally robust framework for the Social Club’s use of the Village Hall was established.

The 1994 agreement aligns in substance with the wider record of ownership, control, and financial arrangements, notwithstanding isolated wording that does not appear elsewhere.

12. Scouts Leases 1997 (& 2014)

The second formal arrangement relating to occupation of the site concerns the Scout headquarters.

Unlike the Social Club, which operated under a licence, the Scouts occupy their building under a leasehold arrangement. This reflects the fact that the Scout group funded and constructed their own headquarters on part of the site.

The building was brought into use in 1986. A formal lease was subsequently completed in 1997, over ten years later, granting a long-term lease at a nominal (peppercorn) rent.

The lease is between Mulbarton Parish Council, as freehold title holder, and the Scout Association (acting in a trustee capacity for the local Scout charity) as tenant.

The arrangement provides the Scout charity with security of tenure for its building, which is typical where an organisation has invested its own funds in constructing premises.

A further lease was completed in 2014, replacing the earlier agreement. This was formalised by a deed of surrender of the 1997 lease and the grant of a new lease on updated terms.

The leasehold interest has been registered at the Land Registry.

Observations from the Record

The documentation relating to the site shows that:

- the Scout headquarters has been treated as a separately occupied part of the wider site
- occupation has been on the basis of a long-term lease at nominal rent
- payments under the lease have been limited to nominal sums over the life of the arrangement

13. Phone Mast Lease 2001 (& 2024)

- 1 Lease Renewal Process (2021–2022)
- 2 Position from 2022
- 3 Renewed Lease 2024

A further lease arrangement on the site relates to the installation of a mobile phone mast.

The original agreement was entered into between Mulbarton Parish Council, as freehold title holder, and EE as tenant, for a term of 20 years. The agreement did not refer to the Village Hall Charity.

The mast was installed on part of the Village Hall site, within an area used for overflow car parking associated with the hall.

The lease was subsequently taken over by Mobile Broadband Network Limited (MBNL), which manages telecommunications infrastructure on behalf of network operators.

Over the term of the original agreement, the mast generated in excess of £100,000 in income, which was paid to the Parish Council.

Lease Renewal Process (2021–2022)

The original lease term expired in 2021. Renewal of telecommunications leases is governed by statutory procedures, and in December 2021 MBNL served formal notice on the Parish Council initiating the renewal process.

This process required a new agreement to be reached within a defined timeframe. Changes in the legal framework for telecommunications agreements meant that revised terms would apply, including significantly reduced rental levels compared to historic agreements.

Position from 2022

Discussions relating to the lease renewal took place during 2022 and 2023.

During this period, questions relating to the underlying property arrangements were also being considered. These formed part of the wider context in which the lease renewal was being addressed.

Steps were initiated to regularise the lease arrangements in line with the applicable legal framework. Progress depended on agreement between the relevant parties and on the underlying property position.

Parish Council minutes record actions taken in relation to the lease during this period.

Renewed Lease 2024

Parish Council records indicate that a new agreement has been entered into between the Parish Council and MBNL, on the basis that the Parish Council holds the relevant freehold title, with reference to the 1985 conveyance.

The terms of this agreement were not made available to the Village Hall Charity trustees during the period in which these matters were being considered.

14. Clarification Statement 2004

- 1 Context
- 2 Parish Council Statement (2004)
- 3 Mulberry Park
- 4 Reading the Position in 2004
- 5 In Summary

Context

By the early 2000s, the Village Hall site had expanded beyond the original 1985 land. Additional areas had been brought into use, and a number of different arrangements existed across the site.

These included:

- the main Village Hall site
- additional land at Orchard Park
- land at Mulberry Park associated with local football use
- ongoing Social Club activity and associated income

With multiple funding streams, land acquisitions, and different organisations involved, questions arose locally about how ownership and management arrangements operated in practice.

Parish Council Statement (2004)

In 2004, Mulbarton Parish Council issued a public statement intended to clarify the position:

FROM THE CHAIRMAN OF THE MULBARTON PARISH COUNCIL - [REDACTED]

Date 23.6.04

CUSTODIAN AND MANAGEMENT TRUSTEES – As requested at the closed Parish Council Meeting held on 7th June 2004.

THE PARISH COUNCIL :- is the Custodian Trustee of the **Village Hall Complex**. Parish Councillors are not named as individual Trustees.

The Management Trustees are elected annually by the Parishioners, and their names are registered with the Charity Commission.

Following the A.G.M., the first Management Committee Meeting must be held, when the Chairman, Vice Chairman, Treasurer and Secretary are elected by the Trustees, plus **one** voting member from of each organisation: The Management Trustees and other voting members then become The Village Hall Management Committee for the next twelve months.

The V.H.M.C is a Registered Charity protected by the Charity Commission. The V.H.M.C. is also an active member of the Norfolk Association of Village Halls. One of the several benefits of the membership is free Legal Advice.

Being a Registered Charity, the V.H.M.C. cannot hold a licence to sell alcohol, and therefore we have a separate **Social Club** operative, under licence by the V.H.M.C.

The Social Club holds an A.G.M. each August, and the members elect 9 people to form a Committee - plus 3 members of the V.H.M.C. who are there as a condition of the licence.

Following the A.G.M., The new Committee will elect a Chairman, Vice Chairman, Treasurer and Secretary. Another condition of the licence is that The Social Club, in addition to a monthly licence fee, will pay any surplus profits back to the V.H.M.C. for investment into the Hall Complex./

Throughout the year the Social Club will also make donations to other organisations who support the Club!

The above information is taken from the Conveyance/Trust Deed and Constitution dated 20th November 1976 and 1st March 1994 respectively

It is also a point of interest that the records show since 1976, there have always been Parish Councillors who have also been V.H.M.C. Trustees

Orchard Park:- The Parish Council is the Custodian Trustee. In September 2000 the Parish Council formerly requested the V.H.M.C. took on the booking and supervision of Orchard Park.

New Multi-Community Centre:- The Parish Council will be the Custodian Trustee. This is currently in the hands of a joint Parish Council and Village Hall Management Steering Committee, and for planning and funding conditions will be an extension to the Village Hall.

In summary, the statement set out the Parish Council's understanding at that time, including:

- that the Village Hall was held on trust for the benefit of the community
- that the Parish Council acted in the role of custodian trustee in relation to the main hall
- that Orchard Park was also understood to be held and managed on a similar basis
- that planned extensions to the hall would follow the same model

The statement was intended to provide a clear public explanation of how the different elements of the site related to one another.

Mulberry Park

Records from the period show that:

- land at Mulberry Park was conveyed in January 1989 to named trustees of Mulbarton United Football Club
- the land was therefore not held by the Parish Council at that time

Records also indicate that:

- approximately £30,000 of Social Club profits (covenanted to the Village Hall Charity) were applied to the installation of floodlighting at Mulberry Park

Subsequent Land Registry records show that:

- the land at Mulberry Park was transferred to Mulbarton Parish Council in December 2006 for a stated consideration of £500
- the transfer was made by trustees of Mulbarton United Football Club to the Parish Council

Contemporaneous records further indicate that a separate sum, of approximately £30,000, was paid by MPC to trustees of MUFC in connection with assets at the site, including the floodlighting installation.

Reading the Position in 2004

At the time the 2004 statement was issued:

- Orchard Park had been formally requested to be managed on trust
- the main Village Hall site was understood to be held on trust
- Mulberry Park was not owned by the Parish Council, but by trustees associated with the football club

The statement therefore reflects the Parish Council's understanding of the arrangements at that time, based on the information then available.

In Summary

By 2004:

- multiple parcels of land were in use as part of the wider Village Hall site
- different legal arrangements applied to different areas
- public clarification was sought to explain how these fitted together

The 2004 statement provides a contemporaneous record of how those arrangements were understood at that point in time.

15. Site Developments: 2006-2016

- [1 Jubilee Extension \(2011\)](#)
- [2 Mulberry Park \(2006–2008\)](#)
 - [2.1 Use of the Village Hall Site in Lease Arrangements](#)
 - [2.2 Position Reflected in Correspondence](#)
 - [2.3 Documentary Context](#)
- [3 Skate Park \(2013\)](#)
- [4 Scouts Lease \(2014\)](#)
- [5 Blakeys \(2016\)](#)
- [6 Records and Asset Register](#)
- [7 In Summary](#)

As the Village Hall site continued to develop, additional facilities, leases and arrangements were introduced across different parts of the site.

Jubilee Extension (2011)

The Village Hall was extended with the addition of the Jubilee Room in 2011.

- Project cost: approximately £130,000
- Funding: South Norfolk District Council grant

Mulberry Park (2006–2008)

Land at Mulberry Park was transferred to Mulbarton Parish Council in December 2006 for a stated consideration of £500.

Contemporaneous records indicate that a separate sum of approximately £30,000 was paid in connection with site assets, including the floodlighting installation.

Following acquisition, the Parish Council entered into lease arrangements relating to the use of the land, including a lease with Mulbarton Wanderers Football Club (later Mulbarton Wanderers C.I.C). These arrangements

included rights connected to the wider Village Hall site, such as access, parking and services.

Use of the Village Hall Site in Lease Arrangements

The lease documentation defines “Landlord’s Neighbouring Property” as including both Orchard Park and:

“the village hall land ... as conveyed to the Parish Council of Mulbarton by way of a conveyance dated 19 December 1985...”

Within the lease structure, this land forms part of the property over which rights are exercised, including:

- access routes
- service connections
- ancillary use such as parking

The lease also reserves rights to the landlord over that land, including the ability to enter into agreements and receive income associated with it.

Position Reflected in Correspondence

Correspondence from the same period records the Parish Council describing its role in relation to the Village Hall land as that of custodian trustee, holding the land on trust for the Village Hall Charity.

Documentary Context

The lease wording and the correspondence describe the same land at the same time in different terms:

- the lease defines the Village Hall land as part of the Parish Council’s property for the purposes of the agreement
- correspondence refers to the same land as being held on trust for the charity

Both sets of documents form part of the record and relate to the same underlying site.

Skate Park (2013)

In 2013, a skate park was installed on part of the Village Hall overflow car park, adjacent to the phone mast.

- Project cost: approximately £40,000
 - Funding: shared between Parish Council precept income and external grant funding
-

Scouts Lease (2014)

A new long-term lease was agreed in 2014 between Mulbarton Parish Council and the Scout Association, replacing the earlier 1997 lease.

Blakeys (2016)

In 2016, a lease was agreed between Mulbarton Parish Council and a commercial operator (Blakeys) for the operation of a café on part of the Village Hall car park. The Village Hall Charity was also in receipt of ongoing payments from Blakeys, separately from the payments to the Parish Council, for use of toilets.

The overall arrangement included:

- use of car parking space
- access to Village Hall facilities, including toilets
- connection to water and electricity services

The lease has generated several thousand pounds of income for the Parish Council. A further lease was entered into in 2024; details were not shared with Village Hall Charity trustees at the time.

Records and Asset Register

During this period, the Village Hall Charity actively sought clarification on what legal arrangements underpinned all this activity on the site, and requested access to relevant documentation.

Across the period 2006–2016:

- certain documents could not be located
- the Village Hall property did not appear on the Parish Council asset register

Subsequently, entries were added to the Parish Council asset register, including:

- the Village Hall building
- the Jubilee extension
- surrounding land

In Summary

Between 2006 and 2016:

- additional land was brought into Parish Council ownership
- new facilities were developed across the site
- multiple lease arrangements were entered into with third parties
- different parts of the site were used for a range of community and commercial purposes

The records from this period document how these arrangements developed over time.

16. Current Position

- 1 Position in Context
- 2 Purpose of This Record
- 3 Next Steps

Alongside the lease arrangements described in previous sections, further activity has taken place on and around the site in recent years, including feasibility work commissioned by Mulbarton Parish Council in partnership with South Norfolk District Council to consider future improvements.

Over time, income has been generated from leases and site use, including arrangements relating to telecommunications infrastructure, commercial use, and sports facilities. These income streams have been received by the Parish Council in its capacity as the party entering into those agreements.

The Parish Council has also incurred expenditure relating to the site, including capital works such as resurfacing of the car park, and ongoing maintenance activity. Some of this expenditure has been funded through precept income and, where applicable, VAT recovery mechanisms.

During the same period, the Village Hall Charity has continued to operate the hall and maintain the facilities required to fulfil its charitable purpose. The Charity has also incurred costs associated with building maintenance, refurbishment, and, more recently, professional advice in relation to the matters described in this record.

Position in Context

The documents presented throughout this series set out:

- how the Village Hall Charity was established and funded
- how property and responsibilities were defined in the governing document
- how the transition to the current site was authorised and implemented
- how land, leases and income streams have been managed over time
- where differences in interpretation or understanding have arisen

Taken together, these materials form a detailed documentary record of the development of the Village Hall and the wider site.

Purpose of This Record

This site has been prepared to bring together the relevant documents and place them in context.

It is not intended to reach conclusions, but to make the underlying material accessible, so that it can be understood and considered in full.

Next Steps

Clarity about the legal and practical arrangements relating to the site depends on:

- a shared understanding of the documentation
- appropriate professional advice where required
- constructive engagement between those involved

Residents, as beneficiaries of the charity, may wish to review the material, undertake their own further enquiries, and form their own view of the position.

17. Executive Summary

- [1. A Century of Village Hall Provision](#)
- [2. How the Charity Is Structured](#)
- [3. The Key Issue: What Land Is Held on Trust?](#)
- [4. Funding of the Current Hall](#)
- [5. What Happened in Practice](#)
- [6. Financial Reconstruction](#)
- [7. Later Developments and Complexity](#)
- [8. Current Position](#)
- [9. Purpose of This Site](#)
- [In Summary](#)

This document brings together historical documents relating to Mulbarton Village Hall, with the aim of presenting a clear and complete record of how the hall, its land, and its governance have developed over time.

1. A Century of Village Hall Provision

Mulbarton has had a village hall for over 100 years, across:

- **Three sites** (Reading Room, Old School, current hall)
- **Two successive charities**

The current hall (opened 1989) was funded through:

- sale proceeds of the Old School hall
- local authority funding (Parish and District)
- community effort and fundraising

All of this was carried out under Charity Commission oversight, with court orders ensuring the charity could sell its old property, borrow money, and transfer to the new site while continuing on the same charitable trusts.

2. How the Charity Is Structured

The governing document (1976) sets out two distinct roles:

- **Managing Trustees (Village Hall Charity)**
Responsible for running the hall, managing the property, and applying income
- **Custodian Trustee (Parish Council)**
Holds legal title to property but does not manage it

This distinction is central to understanding later events.

3. The Key Issue: What Land Is Held on Trust?

When the current hall was built, documents confirmed that:

the new hall would be built on "land belonging to the charity"

However, the exact **boundaries of that land were never clearly defined.**

This has led to different interpretations over time about:

- what land is held on trust for the charity
 - what land is controlled independently by the Parish Council
-

4. Funding of the Current Hall

Documents from the time (including Charity Commission Form 14 and supporting correspondence) show that:

- all funding sources were presented as **income available to the charity**
- this included:
 - sale proceeds of the old hall

- Parish Council contributions
- District Council grants

VAT rules applied to Parish Council spending required that funds were given:

“for nothing in return”

This means those contributions were made as funding to the charity, not as investment creating ownership rights.

5. What Happened in Practice

Following construction, different parts of the site were used in various ways:

- Social Club operations (with profits covenanted to the charity)
- Scout headquarters (long lease)
- Telecommunications mast (lease income)
- Additional land (Mulberry Park, Orchard Park)
- Later developments (Jubilee extension, skate park, café lease)

Over time:

- leases and income streams were often managed through the Parish Council
- parts of the site were used for multiple purposes
- documentation shows differing descriptions of ownership and control

6. Financial Reconstruction

A full audit of the original construction (1988–1992) shows:

- **Phase One cost:** £229,088.15 (reconciled to the penny)
- **Total early development:** approx. £355,000

Funding sources included:

- Village Hall Charity (largest share)
- District Council grants
- Parish Council funds (from residents' precept)
- VAT recovery

Later development (Phase Two) was funded largely from **Social Club profits**, covenanted to the charity.

7. Later Developments and Complexity

From the mid-1990s onwards:

- additional land was acquired by the Parish Council
- the Parish Council began to occupy part of the VH building
- further leases were entered into
- different parts of the site generated income

Some records describe the Village Hall land:

- as **property of the Parish Council** (e.g. lease documents)
- as **land held on trust for the charity** (e.g. correspondence, clarification statements)

These differing descriptions relate to the same site and form part of the documentary record.

8. Current Position

Today:

- the Village Hall Charity continues to operate the hall
- the Parish Council continues to hold legal title and manage certain agreements

- documentation from different periods reflects **different understandings of property arrangements**

The Charity Commission does not determine ownership disputes, but advises that:

- trustees must have clarity about what property is held on trust
- appropriate professional advice should be taken (as it has)

9. Purpose of This Document

This document does not seek to argue a case.

Its purpose is to:

- assemble the relevant documents
- present them accurately and in context, mindful of professional advice received
- allow residents and interested parties to understand the full history

In Summary

- The Village Hall was built and funded as a **charitable project**
- The Parish Council holds **legal title** as custodian trustee
- The exact extent of **charity property has never been clearly defined**
- Over time, **leases, income and land use** have developed across the site
- The documents provide a consistent but sometimes **differently interpreted record**

Appendices

A zipped archive of source documents is available at:

<https://mulbartonvh.uk/wp-content/uploads/2026/03/Document-Bundle-MVH-Property.zip>

Or by visiting the Executive Summary page there:

<https://mulbartonvh.uk/?p=794>

Source documents include:

1. EGM Draft Minutes – 18 April 2023
2. MVH Charity Trust Deed – 1976
3. MVH's Draft Deed of Trust to Define Trust Property Boundaries
4. Steering Committee Minutes – 1986
5. VAT Guidance to Parish Council – 1980
6. Charity Commission Correspondence – 1988
7. Form 14: Request for Authority to Borrow by MVH – 1988
8. Court Orders – 1989
9. Phase One Financial Audit – 1983-90
10. MVH Charity AGM Minutes – July 1992
11. Social Club Operating Conditions & Relevant Minutes – 1992-94
12. Social Club Occupation Licence – 1994
13. Custodian Trustee Clarification Statement - 2004