

INLAND REVENUE  
PRODUCED  
- 2 APR 1974  
FINANCE ACT 1931

75 GFC

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and TRUST DEED is made  
the twenty ninth day of  
March One  
thousand nine hundred and  
seventy four BETWEEN

THE COUNTY COUNCIL OF LINCOLN PARTS OF LINDSEY of County Offices Newland in the City of Lincoln (hereinafter called "the Vendor") of the one part and NEIL SIMPSON HUNTLEY of Manor House Hemswell Gainsborough in the County of Lincoln and ROBERT BELLWOOD TATAM of "Bellwood" Harpswell Gainsborough aforesaid (hereinafter called "the Trustees" which expression shall where the context so admits include their successors in title) of the other part

WHEREAS the Vendor is seized in fee simple in possession free from incumbrances of the property hereinafter described and has agreed to sell the same to the Trustees at the price of Two thousand five hundred pounds

AND WHEREAS the Trustees have requested the Vendor to convey the said property in manner and upon the trusts hereinafter appearing

NOW THIS DEED WITNESSETH as follows :

1. THE Interpretation Act 1889 applies for the interpretation of this deed as it applies for the interpretation of an Act of Parliament

2. THE Trustees are the trustees of the Hemswell and Harpswell Village Hall (hereinafter called "the charity")

3. IN pursuance of the said agreement and in consideration of the sum of TWO THOUSAND FIVE HUNDRED POUNDS now paid by the Trustees to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as beneficial owner hereby conveys unto the Trustees FIRSTLY ALL THAT piece or parcel of land situate at Hemswell in the County of Lincoln and situate on the east side of and having a frontage to Maypole Street of fifty seven feet or thereabouts and a depth therefrom of seventy eight feet or thereabouts TOGETHER with the buildings erected thereon and known as The Old School SECONDLY ALL THAT piece or parcel of land situate on the east side of and having a frontage to Maypole Street Hemswell aforesaid of One hundred and thirty eight feet or thereabouts and a depth therefrom of seventy eight feet or thereabouts WHICH said pieces or parcels of land are more particularly delineated but for the purpose of identification only on the plan annexed hereto and thereon edged blue and red respectively TO HOLD the same unto the Trustees in fee simple upon the trusts and subject to the powers and provisions set out in the Schedule hereto

4. THE Trustees to the intent and so as to bind the property hereby secondly conveyed and each and every part of that land into whosoever hands the same may come and to the benefit and protection of the interest of the Vendor and each and every part thereof HEREBY COVENANT with the Vendor that neither the Trustees nor those deriving title under them will erect any building or part of a building to be used for residential purposes on the land secondly conveyed

5. THE Trustees shall not within twenty one years from the date hereof sell or otherwise dispose of the property comprised herein unless they shall have first offered the Vendor the opportunity of repurchasing the property such repurchase price to be a price determined by the District Valuer or in the event of dispute by an independent surveyor nominated by agreement or failing agreement by the President for the time being of the Royal Institution of Chartered Surveyors

6. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Ten thousand pounds

IN WITNESS whereof the Trustees have hereunto set their hands and seals and the Vendor has affixed its seal the day and year first before written

THE SCHEDULE

Village Hall Trusts

1. (1) The property hereby conveyed (hereinafter called "the trust property") shall be held upon trust for the purposes of a village hall for the use of the inhabitants of the Parishes of Hemswell and Harpswell in the County of Lincoln (hereinafter called "the area of benefit") without distinction of political religious or other opinions including use for meetings lectures and classes and for other forms of recreation and leisure-time occupation with the object of improving the conditions of life for the said inhabitants

Administration by Committee

(2) The charity shall be administered in conformity with the provisions of this deed by the committee of management hereinafter constituted (and hereinafter called "the committee") who shall be the charity trustees of the charity within the meaning of section 46 of the Charities Act 1960 PROVIDED that until the end of the first annual general meeting to be held after the date of this deed the charity shall be administered in accordance with the provisions of this deed by the following persons:

<u>REPRESENTATIVE OF</u>	<u>NAME</u>	<u>ADDRESS</u>
All Saints Church Hemswell	Miss M. I. Patchett	3 Brook Street
St. Chads Church Harpswell	R. B. Tatam	"Bellwood" Harpswell
Methodist Church Hemswell	H. Gillyett	Maypole Street Hemswell
The Hemswell Evergreen Club	Mrs. P. S. M. Holmes	Spring Cottage, 3 Bunkers Hill, Hemswell
Hemswell Parish Council	Mrs. M. M. Nelson	5a Church Street Hemswell
Hemswell & Harpswell Womens Institute	Mrs. A. I. Allen	7 Dawnhill Lane Hemswell
Hemswell Drama Group	R. Brittliff	18 Maypole Street Hemswell
General Public	Mrs. M. B. Edkins	15 Church Street Hemswell
General Public	Mrs. J. Holmes	Maypole Street Hemswell
General Public	N. S. Huntley	The Manor House Hemswell
General Public	Mrs. McGiff	The Stud Hemswell
General Public	Mrs. Lattin	Forge House Church Street Hemswell
General Public	Miss M. E. Vickerman	Rose Cottage 5 Church Street Hemswell

Vesting in the Official Custodian for Charities

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

Committee of Management

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

(2) The elected members (other than those appointed under sub-clause (8) of this clause to fill casual vacancies) shall be elected at the annual general meeting to be held as in this deed provided

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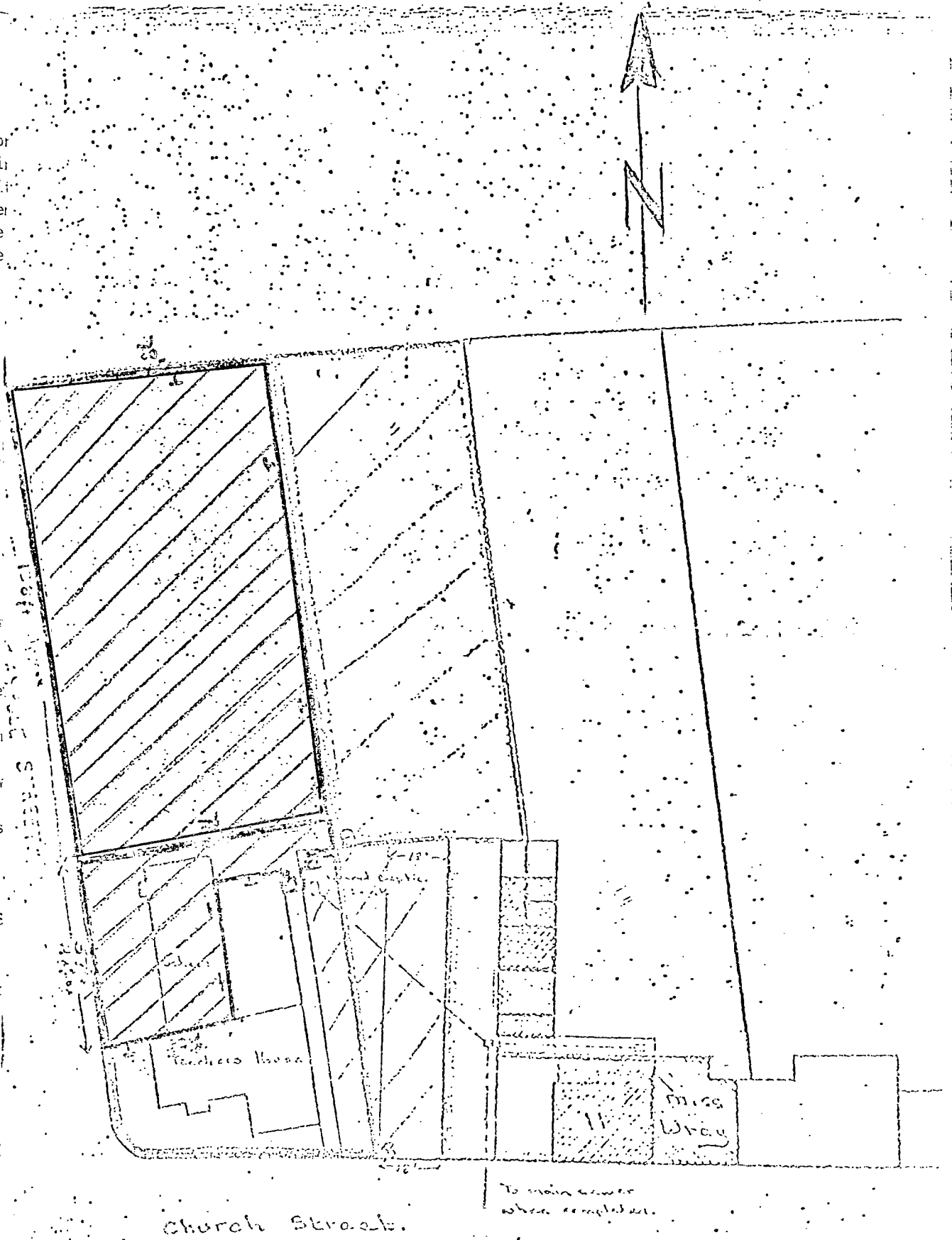
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(3) One representative member shall be appointed by each of the following organisations:

All Saints Church Hemswell ✓  
St. Chads Church Harpswell ✓  
Methodist Church Hemswell ✓  
Hemswell Evergreen Club ✓  
Hemswell Parish Council ✓  
Hemswell & Harpswell Womens Institute ✓  
Hemswell Drama Group ✓

A representative member shall ordinarily be appointed not more than one month before the annual general meeting provided that an organisation which fails to appoint a representative member before such meeting shall make the appointment as soon as practicable thereafter. Each organisation shall notify to the secretary of the committee the name of its representative \_\_\_\_\_

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

(5) Subject to the provisions of sub-clauses (6) and (8) of this clause the period of office of members shall commence:

(a) in the case of elected members at the end of the annual general meeting at which they were elected \_\_\_\_\_

(b) in the case of representative members appointed before the annual general meeting in any year at the end of that meeting or in the case of a representative member appointed after such annual general meeting or to fill a casual vacancy on the day on which notification of his appointment is received by the secretary \_\_\_\_\_

(c) in the case of co-opted members from the date of their co-option \_\_\_\_\_

(6) All members of the committee shall retire from office together at the end of the annual general meeting next after the date on which they came into office but they may be re-elected or re-appointed \_\_\_\_\_

(7) In the event of any application for representation on the committee being received from any existing or newly-formed organisation operating in the area of benefit the committee may upon a resolution supported at a duly constituted meeting of the committee by the votes of a majority of not less than two-thirds of all the members of the committee allow such organisation to appoint a representative member of the committee in the same manner as if such organisation had been named in sub-clause (3) of this clause \_\_\_\_\_

(8) Upon the occurrence of a casual vacancy the committee shall cause a note thereof to be entered in their minute book at their next meeting and if in the office of representative member it shall be notified as soon as possible to the proper appointing organisation. A casual vacancy in the office of elected member may be filled by the committee and the period of office of an elected member elected to fill a casual vacancy shall commence at the end of the meeting of the committee at which he was so elected \_\_\_\_\_

(9) The constitution of the committee as hereinbefore provided may on the application of the committee be altered from time to time by order of the Charity Commissioners or the Secretary of State for Education and Science (hereinafter called "the Secretary of State") \_\_\_\_\_

#### Failure to Appoint

4. The proceedings of the committee shall not be invalidated by any failure to appoint or any defect in the appointment election or qualification of any member \_\_\_\_\_

#### Declaration of Members

5. No person shall be entitled to act as a member of the committee whether on a first or on any subsequent entry into office until after signing in the minute book of the committee a declaration of acceptance and of willingness to act in the trusts of this deed \_\_\_\_\_

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(8) of

Members Not to be Personally Interested in the Charity

6. Except in special circumstances with the approval in writing of the Charity Commissioners or the Secretary of State no member of the committee shall take or hold any interest in any property belonging to the charity otherwise than as a trustee for the purposes thereof or receive any remuneration or be interested in the supply of work or goods at the cost of the charity \_\_\_\_\_

Determination of Membership

7. Any member who is adjudged bankrupt or who makes a composition or arrangement with his creditors or who is incapacitated from acting or who communicates in writing to the committee a wish to resign shall thereupon cease to be a member \_\_\_\_\_

Meetings of the Committee

8. The committee shall hold at least two ordinary meetings in each year. A special meeting may be summoned at any time by the chairman or any two members upon seven clear days notice being given to all the other members of the matters to be discussed \_\_\_\_\_

Chairman and Vice-Chairman of the Committee

9. The committee at their first meeting in each year after the annual general meeting shall elect one of their number to be chairman of their meetings and may elect one of their number to be vice-chairman. The chairman and vice-chairman shall continue in office until their respective successors are elected \_\_\_\_\_

If the chairman is absent from any meeting the vice-chairman (if any) shall preside otherwise the members present shall before any other business is transacted choose one of their number to preside at that meeting \_\_\_\_\_

Voting in Committee

10. Every matter shall (except as in this deed provided) be determined by the majority of the members of the committee present and voting on the question. In case of equality of votes the chairman of the meeting shall have a second or casting vote \_\_\_\_\_

Annual General Meeting

11. (1) There shall be an annual general meeting in connection with the charity which shall be held in the month of January in each year or as soon as practicable thereafter \_\_\_\_\_

(2) All inhabitants of the area of benefit of eighteen years of age and upwards shall be entitled to attend and vote at the annual general meeting \_\_\_\_\_

(3) The first annual general meeting after the date of this deed shall be convened by the persons named in clause 1 (2) hereof and subsequent annual general meetings by the committee. Public notice of every annual general meeting shall be given in the area of benefit at least fourteen days before the date thereof by affixing a notice to some conspicuous part of the trust property or other conspicuous place in the area of benefit and by such other means as the conveners think fit \_\_\_\_\_

(4) The persons who are present at the first annual general meeting after the date of this deed shall before any other business is transacted appoint a chairman of the meeting. The chairman of subsequent annual general meetings shall be the chairman for the time being of the committee. In his absence the vice-chairman (if any) shall take the chair but if neither is present the persons present shall before any other business is transacted appoint a chairman of the meeting. In case of equality of votes the chairman of the meeting shall have a second or casting vote \_\_\_\_\_

(5) The committee shall present to each annual general meeting the report and accounts of the charity for the preceding year \_\_\_\_\_

Repairs and Insurance

12. The committee shall cause all the buildings and other property of the charity at all times to be kept in repair and sufficiently insured against fire theft public liability and other insurable risks

Application of Income

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

Surplus Cash

14. Any sum of cash at any time belonging to the charity and not needed as a balance for working purposes shall (unless otherwise directed by the Charity Commissioners or the Secretary of State) be invested

Further Endowments

15. The committee may receive any additional donations or endowments for the general purposes of the charity and it may also accept donations or endowments for any special objects connected with the charity not inconsistent with the provisions of this deed

Minutes and Accounts

16. The committee shall provide and keep a minute book and books of account All proper statements of account in relation to the charity shall in each year be prepared as prescribed by section 32 of the Charities Act 1960 and copies thereof shall be sent to the Parish Council of Hemswell

Mortgages and Charges

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

Letting or Sale

18. If the committee decides at any time that on the ground of expense or otherwise it is necessary or advisable to discontinue the use of the trust property in whole or in part for the purposes stated in clause 1 it shall call a meeting of the inhabitants of the age of eighteen years or upwards of the area of benefit of which meeting not less than fourteen days notice (stating the terms of the resolution that will be proposed thereat) shall be posted in a conspicuous place or places on the trust property and advertised in a newspaper circulating in the area of benefit and if such decision shall be confirmed by three-quarters of such inhabitants present and voting at such meeting the committee may with the consent of the Charity Commissioners or the Secretary of State and subject to the provisions of clauses 4 and 5 of this deed 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 or the Secretary of State and meanwhile such moneys shall be invested and any income arising therefrom shall either by 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

Rules

19. Within the limits prescribed by this deed the committee may from time to time make and alter rules for the management of the charity and in particular with reference to :

(a) The terms and conditions upon which the trust property may be used by persons or bodies other than the committee for the purposes specified in this deed and the sum (if any) to be paid for such use \_\_\_\_\_

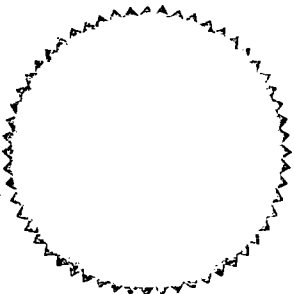
(b) The deposit of money at a proper bank and the safe custody of documents \_\_\_\_\_

(c) The appointment of an auditor \_\_\_\_\_

(d) The engagement and dismissal of such officers servants and agents as the committee may consider necessary and the payment of such persons (not being members of the committee) \_\_\_\_\_

(e) The summoning and conduct of meetings including the number of members who shall form a quorum thereat PROVIDED that at meetings of the committee the quorum shall not be less than one-third of the total number of the members for the time being \_\_\_\_\_

THE COMMON SEAL of THE COUNTY COUNCIL OF LINCOLN )  
PARTS OF LINDSEY was hereunto affixed in the )  
presence of :- )



*N. Lacy*

Member of the Council having  
Custody of the Key of the Seal

*William Sykes*

Clerk of the County Council

Deposited

SIGNED SEALED AND DELIVERED by the  
said NEIL SIMPSON HUNTLEY in the  
presence of :-

) NSH

*W. Huntley*



Witnesses x  
Occupiers x  
Address x

*C.R. Steadman*  
Local Govt Officer

*Toy House*  
*Hemswell*

SIGNED SEALED AND DELIVERED by the  
said ROBERT BELLWOOD TATAM in  
the presence of :-

) RB-T

*Robert B Tatam*



x  
x  
x

*C.R. Steadman*  
Local Govt Officer

*Toy House*  
*Hemswell*

COUNTY COUNCIL OF LINCOLN  
PARTS OF LINDSEY

- to -

THE TRUSTEES OF THE  
HEMSWELL VILLAGE HALL

# Conveyance

AND DECLARATION OF TRUSTS

- of -

The Old School and adjoining  
land at Mypole Street Hemswell  
Lincolnshire.

PS GR

Sr. 1	6-4-70
SALES COMMITTEE	6-4-70
COUNTY	
COUNCIL	

RECEIVED  
20/05/75  
CITY COMMISSION

Andrew & Co.,  
Lincoln.