

DATED 15th August 1959

LADY HAMBLING

-- to --

**THE TRUSTEES of the YOXFORD
VILLAGE HALL.**

Copy/

CONVEYANCE

---and---

TRUST DEED.

P.F. Rodwell,
HALESWORTH

This Conveyance is made the Fifteenth day of August 1959 BETWEEN **DAME OLIVE**

MARGARET GORDON HAMBLING of Rookery Park Yoxford in the County of Suffolk the Wife of Sir Herbert Guy Musgrave Hambling (hereinafter called "the Vendor") of the one part and **MOLLIE GORDON SMITH** of 75 Valley Road, Ipswich in the County of Suffolk the Wife of Geoffrey Smith and **FRANK PATTINSON** of Old High Road, Yoxford in the County of Suffolk (hereinafter called "the Trustees") of the other part.

WHEREAS the Vendor is seized in fee simple in possession free from encumbrances of the hereditaments hereinafter described and has agreed to exactly the same to the Trustees by way of AND WHEREAS the Trustees have requested the Vendor to convey the said hereditaments in manner and upon the trusts hereinafter appearing. NOW THIS CONVEYANCE WITNESSETH that in pursuance of the said Agreement the Vendor as Beneficial Owner hereby conveys unto the Trustees **ALL THAT piece or parcel of land situate at Yoxford** in the County of Suffolk and having **a frontage to Church Road there of 457 feet** or thereabouts which piece or parcel of land is with the dimensions and abuttal's thereof more particularly delineated and described in the plan drawn hereon and thereon coloured Pink (**Together with the building(s) erected or to be erected thereon**) TO HOLD the same unto the Trustees in fee simple Upon the trusts and subject to the powers and provisions set out in the First Schedule hereto. **See attached "A" See attached "B"**

It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value of the property contained exceeds Three Thousand Five Hundred pounds.

IN WITNESS whereof the said parties hereto have hereunto set their hands and seals the day and year first before written.

THE FIRST SCHEDULE

Clause 1: VILLAGE HALL

(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 YOXFORD and the neighbourhood (hereinafter called "the area of benefit") without distinction of sex or of political, religious or other opinions, and in particular for use for meetings, lectures and classes, and for other forms of recreation and leisure-time occupation, with the object of improving the conditions of life for the said inhabitants.

(2) The Charity hereby created (hereinafter called "the Foundation") shall, except as in this Deed provided, be administered in conformity with the provisions of this Deed under the title of the Yoxford Village Hall by the Committee of Management hereinafter constituted. who shall be the administering trustees thereof.

(3) Until the end of the first Annual General Meeting to be held after the execution of this Deed the Foundation shall be administered by the persons to whom the property is conveyed.

Clause 2: VESTING IN THE OFFICIAL TRUSTEE OF CHARITY LANDS

The Committee and all persons holding any property on behalf of the Foundation shall, unless the Minister of Education in writing otherwise directs, take such steps as may be necessary for the purpose of voting in the Official Trustee of Charity Lands all freehold and leasehold lands and hereditaments at any time belonging to the foundation,

Clause 3: COMMITTEE OF MANAGEMENT

(1) The Committee of Management (hereinafter called the "Committee") shall consist of **Elected and Representative Members and may include Co-opted Members.**

(2) **Six Elected Members of the Committee** (other than those appointed under Clause 5 to fill casual vacancies) shall be elected at the Annual General Meeting to be held as in this Deed provided for a term of office commencing at the end of the Annual General Meeting at which they are elected and expiring at the end of the Annual General Meeting in the following year.

(3) **Nine Representative Members of the Committee shall be appointed by such appointing organisations as are set out in the Second Schedule and their names shall be notified by each appointing organisation to the Secretary of the Committee.** They shall, except in the case of such members appointed to fill casual vacancies, be appointed before the Annual General Meeting in any year for a term of office commencing at the end of the Annual General Meeting next after their appointment and expiring at the end of the Annual General Meeting in the following year.

(4) The **Committee shall have power to co-opt not more than TWO members** to hold office until the end of the Annual General Meeting following their co-option.

(5) Any competent member of the Committee may be re-appointed or re-elected.

Clause 4: ADDITIONAL MEMBERS

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 specified in the Second Schedule to this Deed. Provided that no such resolution of the Committee shall be effective until it has been approved in writing by the Minister of Education.

Clause 5: CASUAL VACANCIES

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 in the office of Representative Member by the proper appointing organisation. A Member appointed to fill a casual vacancy shall hold office only for the unexpired term of office of the Member in whose place he is appointed

Clause 6: FAILURE TO APPOINT

The proceedings of the Committee shall not be invalidated by any failure to appoint or any defect in the appointment election or qualification of any Member.

Clause 7: DECLARATION OF MEMBERS

No person shall be entitled to act as a Member of the Committee, whether on a first or any subsequent entry into office, **until after signing in the minute book of the Committee a declaration of acceptance and of willingness to act in the trusts of this Deed.**

Clause 8: MEMBERS NOT TO BE PERSONALLY INTERESTED IN THE FOUNDATION

Except with the approval in writing of the Minister of Education, **no Member of the Committee or his or her spouse, shall take or hold any interest in any property belonging to the Foundation, 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 Foundation.**

Clause 9: DETERMINATION OF MEMBERSHIP

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.

Clause 10: MEETINGS OF COMMITTEE

The Committee shall hold **at least two ordinary meetings** in each year and may hold such other ordinary meetings as may be required. 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.

Clause 11: CHAIRMAN AND VICE-CHAIRMAN

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 successors are respectively 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

Clause 12: VOTING

Every matter shall (except as in this Deed provided) be determined by the majority of the Members present and voting on the question. In case of equality of votes the **Chairman of the meeting shall have a second or casting vote.**

Clause 13: ANNUAL GENERAL MEETING

(1) There shall be an Annual General Meeting in connection with the Foundation which shall be **held in the month of October 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 to whom the property is conveyed 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 seven 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 Committee shall 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.

(5) The Committee shall present to each **Annual General Meeting the report and accounts of the Foundation for the preceding year.**

Clause 14: APPLICATION OF INCOME

After payment of any expenses of administration, the net income of the Foundation shall be applied by the Committee in one or other or both of the following ways;

(1) In the **maintenance, upkeep and insurance of the Trust Property** and the payment of rates, taxes and other expenses in connection therewith and its use for the purposes specified in this Deed ;

(2) In **otherwise furthering the purposes specified in this Deed.**

Clause 15: REPAIRS AND INSURANCE

The Committee shall **keep in repair and insure against fire, burglary, public liability and other insurable risks**, all the buildings of the Foundation not required to be kept in repair and insured by the lessees or tenants thereof .

Clause 16: SURPLUS CASH

Any sum of **cash** at any time belonging to the Foundation and not needed as a balance for working purposes shall (unless otherwise directed by the Minister of Education) be **treated as capital and invested.**

Clause 17: FURTHER ENDOWMENTS

The Committee **may receive any additional donations or endowments** for the general purposes of the Foundation.

Clause 18: MINUTES AND ACCOUNTS.

The Committee shall **provide and keep a minute book and books of account.** All proper accounts in relation to the Foundation shall in each year be prepared and made out, and copies sent to the Parish Council of any parish within the area of benefit or to the Chairman of the Parish Meeting of any such parish where there is no Parish Council and (on demand) to the Minister of Education.

Clause 19: USE BY OTHER BODIES OR PERSONS

(1) Subject and without prejudice to any use by the Committee for the purposes specified in this Deed, the **Trust Property may be used, in accordance with any rules made by the Committee** under Clause 22, for the said purposes, by such bodies or persons as the Committee determine free of rent but **subject to a payment in respect of the expenses of and incidental to the maintenance and use of the Hall**, and otherwise upon such terms as may be agreed.

(2) The Committee may from time to time **permit the Trust Property to be used otherwise than for the purposes specified in this Deed**, subject to a payment sufficient at least to defray the expenses incidental to the use in each case, but so as not substantially to interfere with its use for the said purposes.

Clause 20: MORTGAGES AND CHARGES

The Committee may with the consent of the Minister of Education 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 repay in whole or in part and from time to time any existing mortgage or charge on the Trust Property.

Clause 21: LIQUIDATION

If the Committee divides 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 18 years or upwards of the area of benefit** of which Meeting not less than 14 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 a majority of such inhabitants present at such Meeting and voting the **Committee may with the consent of the Minister of Education 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 will 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 Minister of Education and meanwhile such moneys shall be invested in the name of the Official Trustees of Charitable Funds 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 for any purpose for which the income of the Trust Property may properly be applied.

Clause 22: RULES AND REGULATIONS

Within the limits prescribed by this Deed the **Committee from time to time may make and alter rules and regulations for the conduct of their business** and for the summoning and conduct of their meetings, the deposit of money at a proper bank, the custody of documents, and in particular with reference to:

(a) The **terms and conditions upon which the Trust Property may be used** in accordance with the provisions of this Deed and the sum (if any) to be paid for such use;

b) The **appointment as Secretary** (to hold office at their pleasure) **of one of themselves without remuneration or some other fit person at such remuneration as the Committee may determine;**

(c) The appointment of an **Auditor, Treasurer**, and such other unpaid officers as they may consider necessary and the fixing of their respective terms of office;

(d) The **engagement and dismissal of such paid officers and servants as the Committee may consider necessary;** and

(e) The number of Members who shall form a quorum at meetings of the Committee:

provided that the number of Members who shall form **a quorum shall never be less than one third of the total number of the Members for the time being.**

Clause 23: QUESTIONS UNDER DEED

Any question as to the construction of this Deed, or as to the regularity or the validity of. any acts done or about to be done under this Deed, shall be determined, **conclusively by the Minister of Education**, upon such application made to him for the purpose as he thinks sufficient.

Clause 24: INTERPRETATION

The Interpretation Act, 1889, applies to the interpretation of this Deed as it applies to an Act of Parliament.

THE SECOND SCHEDULE

Organisations

EXAMPLE:

- The Committee of the Women's Institute**
- The Committee of the British Legion**
- The Committee of the Woman's' British Legion**
- The Parochial Church Council**
- The Committee of the Youth Organisation**
- The Parish Council**
- The Committee of the Cricket Club**
- The Committee of the Drama Group**

SIGNED SEALED & DELIVERED by the said
DAME OLIVE MARGARET GORDON HAMBLING

OLIVE M.G. HAMBLING (L.S.)

In the presence of

Jeanne M. Girling,
Aldeburgh Road, Aldringham Suffolk,
Married Woman

SIGNED SEALED & DELIVERED by the said
MOLLIE GORDON SMITH

MOLLIE G. SMITH (L.S.)

in the presence of

A.M. Ash
70 Great church Street, London. E.C.3.
Private Secretary

SIGNED SEALED & DELIVERED by the said
FRANK PATTISON

FRANK PATTISON (L.S.)

in the presence of:

E.G. Page,
High Street, Yoxford
Jeweller,