



THIS TRUST DEED is made the *Thirty first* day of *January* 1961. BY PETER DEARMAN BIRCHALL of Rectory Farm, Duntisbourne Abbots, Cirencester in the County of Gloucester a Major (retired) in H.M. Army and MURIEL CECILY JARVIS the Wife of Arthur Frederick Henry Jarvis of "Sunnybank", Perrotts Brook, Cirencester aforesaid (hereinafter called "the Trustees").

WHEREAS this Deed is supplemental to :-

(1) (a) An undertaking dated the 14th day of December 1956 whereby the Trustees (therein called "the Grantees") covenanted with the Minister of Education (therein called "the Minister") that after the Deed of Conveyance next hereinafter recited should have been completed the Grantees would if and when called upon so to do by the Minister execute such a Deed of Declaration of Trust settling the premises comprised in the said Conveyance on charitable trusts for the purposes of the Physical Training and Recreation Act 1937 as should be required by the Minister and should further take such other steps as the Minister might direct in order to secure so far as might be possible that facilities for Physical Training and Recreation should be thenceforward carried on upon the said premises.

(b) A Conveyance dated the 5th day of February 1957 and made between the National Society for Promoting Religious Education in accordance with the Principles of The Church of England of the one part and the Trustees of the other part whereby the property (hereinafter called "the Trust Property") situate and known as Duntisbourne Abbots School Duntisbourne Abbots in the County of Gloucester was conveyed unto the Trustees in fee simple as joint tenants upon trust for sale.

(2) At the request of the Minister of Education and in compliance with their undertaking as hereinbefore recited the Trustees have agreed to enter into this Trust Deed for the purpose herein expressed and with the intention as the Trustees hereby declare that the Trust property shall become vested in the Official Trustee of Charity Lands freed and discharged from the Trust for sale upon which the same is at present held by them.

NOW THIS DEED WITNESSETH and it is hereby agreed and declared that the Trustees shall hold the Trust property upon the trusts and subject to the powers and provisions set out in the First Schedule hereto.

IN WITNESS whereof the Trustees 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 Duntisbourne Abbots 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 Duntisbourne Abbots 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 Trustees

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 vesting 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 Ex-officio, Elected and Representative Members and may include Co-opted Members.

(2) The Ex-officio members shall be the Rector and Churchwardens for the time being of the Parish of Duntisbourne Abbots aforesaid .

(3) Three 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.

(4) Three Representative Members of the Committee shall be appointed by the Duntisbourne Abbots Parish Meeting and one by each of the appointing organisations specified in the Second Schedule hereto 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.

(5) The Committee shall have power to co-opt not more than three members

to hold office until the end of the Annual General Meeting following their co-option.

(6) 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 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.

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 April 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 Trustees 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 :-

- (a) 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.
- (b) 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 of 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 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 18 or upwards of the area of benefit of which Meeting not less than 14 days notice (stating the term 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 same 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 1939, applies to the interpretation of this Deed as it applies to an Act of Parliament.

THE SECOND SCHEDULE

Organisations

- The Committee of the Women's Institute.
- The Committee of the British Legion.
- The Parochial Church Council.
- The Committee of the Social Activities Group.
- The Committee of the Mother's Union
- The Committee of the Cricket Club.
- The Committee of the Flower Show.

SIGNED SEALED AND DELIVERED by the said
PETER DELORMAN BIRCHALL in the presence
of

P Birchall

W. Stoughton
& the T. Wright,
Esq. Messrs
Social Government Office.

SIGNED SEALED AND DELIVERED by the said
MURIEL CECILY JARVIS in the presence
of

M. E. Jarvis

W. Stoughton
11 Tana 84 Hobson Yard, No.
Whenuapai
the Manager.

DATED 31st January 1961.

Re. THE VILLAGE HALL, DUNTISBOURNE
ABBOTTS, GLOS.

TRUST DEED

RECEIVED
7004944c
21 JUL 1961

CHURCH COMMISSION