

DATED

4 October

1982

THE SOUTHWELL DIOCESAN
BOARD OF FINANCE (1)

- and -

THE PAROCHIAL CHURCH COUNCIL OF THE
PARISH OF GRINGLEY-ON-THE-HILL (2)

- and -

THE WELBECK ESTATES COMPANY LIMITED (3)

- and -

THE TRUSTEES OF THE GRINGLEY-ON-THE-HILL
VILLAGE HALL MANAGEMENT COMMITTEE (4)

CONVEYANCE

*We certify this to be a true
copy of the conveyance of
8th October 1982*

, Below

Solicitors

Noting

4th January 1983

Rotheras,
Solicitors,
Nottingham.

20 OCT 1982
2413

No

THIS CONVEYANCE is made the 20th day ofOctober One thousand nine hundred and eighty two

BETWEEN THE SOUTHWELL DIOCESAN BOARD OF FINANCE whose registered office is situate at Dunham House Westgate Southwell in the County of Nottingham (hereinafter called "the Board") of the first part THE PAROCHIAL CHURCH COUNCIL of Gringley-on-the-Hill in the County of Nottingham and Diocese of Southwell (hereinafter called "the Council") of the second part THE WELBECK ESTATES COMPANY LIMITED of Portland Estate Office Welbeck Near Worksop in the said County of Nottingham (hereinafter called "the Company") of the third part and

NANCY FENTON of South Beches High Street Gringley-on-the-Hill a forsaia ROGER JAMES FOX of Appleton House Arkell Street Gringley-on-the-Hill JOHN KENNETH FOX of Old Barn Cottage High Street Gringley-on-the-Hill a forsaia

and ROY JAMES RASQUIL of Beacon View Farm Gringley-on-the-Hill hereinafter collectively called "the Trustees") of the fourth part

WHEREAS:

(1) By a Deed of Conveyance dated the twenty seventh day of February One thousand nine hundred and twenty eight and made between the Company of the first part The Most Noble John Arthur Charles James Duke of Portland of the second part the Council of the third part and the Board of the fourth part the property described in the Schedule hereto (hereinafter called "the Property") was conveyed to the Board on behalf of the Council

(2) The Trustees are the trustees of the Gringley-on-the-Hill Village Hall Management Committee (hereinafter called "the Charity")

(3) The Council is desirous of conveying the property unto the Trustees for the use of the village of Gringley-on-the-Hill near Doncaster in the County of Nottingham as and for a village hall for the benefit of the

Parish of Gringley-on-the-Hill aforesaid

(4) The Board on behalf of the Council has agreed with the Trustees to convey the Property to the Trustees in manner hereinafter appearing

(5) The Company has agreed to enter into these presents as hereinafter set out

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the covenants hereinafter contained and on the part of the Trustees to be observed and performed the Board by direction of the Council hereby conveys unto the Trustees the property TO HOLD the same unto the Trustees in fee simple

2. THE Company hereby agrees with the Trustees that for so long as the Property remains vested in the Trustees or the Trustees for the time being of the Gringley-on-the-Hill Village Hall Management Committee that the property may be used for the purposes of a village hall for the benefit of the Civil Parish of Gringley-on-the-Hill aforesaid and acknowledges that the Trustees during such aforesaid period may use the property as aforesaid which use is strictly in breach of the trust provisions contained in the said Conveyance

3. IT is further hereby agreed by the Company that should the Trustees wish to sell wine beer or spirits from the Property then provided that such sale is not for the purpose of profit other than for the improvement of the facilities of the Property or for the benefit of the Civil Parish of Gringley-on-the-Hill aforesaid whilst in use as a village hall then the Company will permit at its absolute discretion which discretion may be withdrawn at any time by the Company the sale of wines beer and spirits from the Property as aforesaid

4. THE Trustees hereby jointly and severally covenant with the Board and as a separate covenant with the Company that in

the event of the Trustees or the trustees for the time being of the Gringley-on-the-Hill Village Hall Management Committee wishing to sell the Property at any time then the relaxation of the trusts and covenants as set out in the two clauses immediately preceding this clause shall cease and such trust provisions and covenants shall immediately revive and the Trustees shall have a right to sell the Property only upon first obtaining the consent of the Board and the Company to the proposed sale such consents not to be unreasonably withheld and also in order to seek a permanent release of the trust provisions and covenants hereinbefore referred to upon such terms as may be agreed between the Trustees the Board and the Company

5. THE Trustees hereby further jointly and severally covenant with the Board and the Council that they the Trustees and their successors in title will henceforth duly observe and perform (save as aforesaid) the covenants contained in the said Conveyance and will indemnify and keep indemnified the Board and the Council and their respective successors in title from and against any breach non-observance or non-performance thereof so far as aforesaid

6. THE Trustees hereby declare that they shall hold the Property upon the trusts and subject to the powers and provisions set out in the Second Schedule hereto

7. IT is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Twenty five thousand pounds

IN WITNESS whereof the Board and the Company have hereunto caused their respective Common Seals to be hereunto affixed and *IVOR ROBERT BAKER* the Chairman and *PAUL ANTHONY TALLENTS* and *ERNEST FREDERICK STEVENS* being duly authorised by a Meeting of

the Council held on the ~~Twenty-ninth~~ day of
~~August~~ One thousand nine hundred and eighty two to
execute this Deed and the Trustees have hereunto set their
respective hands and seals the day and year first before
written

THE FIRST SCHEDULE hereinbefore referred to
ALL THAT piece or parcel of land situate and having a frontage
to High Street at Gringley-on-the-Hill in the County of
Nottingham and containing an area of Six hundred and sixty six
square yards or thereabouts AND ALSO ALL THAT building erected
thereon or upon some part thereof being known as
Gringley-on-the-Hill Church Hall subject to the exception and
reservation contained in the said Conveyance

THE SECOND SCHEDULE hereinbefore referred to
(Trust Provisions)

1. (a) The property hereby conveyed (hereinafter called
"the Trust Property") shall be held upon trust for
the purposes of a Village Hall for use of the
inhabitants of the Civil Parish of
Gringley-on-the-Hill in the County of Nottingham
(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 of the said inhabitants
- (b) The Charity shall be administered in conformity with
the provisions of this Deed by the Committee of
Management hereinafter constituted (and hereafter
called "the Committee") which shall be the Charity
Trustees of the Charity within the meaning of
Section 46 of the Charities Act 1940 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 Provisional Management Committee elected on the Fourth day of June One thousand nine hundred and eighty one

2. (a) The Trustees shall have no powers of management except such as are expressly conferred on them by this Deed
- (b) As between the Trustees and the Committee and subject and without prejudice to the rights of any other persons the Trustees shall have the custody of all securities and documents of title relating to the Trust Property but the members of the Committee or any of them shall have free access thereto and be entitled to take copies thereof or extracts therefrom
- (c) The Trustees shall concur in and perform all acts necessary to enable the Committee to exercise their powers of management or any other powers or discretions vested in them (including the power to pay money or securities into court) unless the matter in which they are requested to concur is a breach of trust or involves a personal liability upon them in respect of calls or otherwise but unless they so concur the Trustees shall not be liable for any act or default on the part of the Committee or of any of the members thereof acting in the trusts hereof
- (d) All sums payable to or out of the income or capital of the Trust Property shall be paid to or by the Trustees PROVIDED THAT the Trustees may allow the dividends and other income derived from the Trust Property to be paid to the Committee or to such

persons as the Committee may direct or into such bank account to the credit of such person as the Committee may direct and in such case the Trustees shall be exonerated from seeing to the application thereof and shall not be answerable for any loss or misapplication thereof

- (e) The Trustees if they act in good faith shall not be liable for accepting as correct and acting upon the faith of any written statement by the Committee as to any birth death marriage or other matter of pedigree or relationship or other matter of fact upon which the title to the Trust Property or any part thereof may depend nor for acting upon any legal advice obtained by the Committee independently of the Trustees
- (f) The Trustees shall at all times be kept indemnified by the Committee against all liability in respect of any act or default on the part of the Committee for which the Trustees are not to be liable in the terms of sub-clause (c) of this clause in respect of the loss or mis-application of any dividends or other income allowed by the Trustees to be paid under the proviso to sub-clause (d) of this clause and in respect of any acts of the Trustees for which they are not to be liable in the terms of sub-clause (e) of this clause
- (g) The powers of appointing new or additional Trustees hereof and of discharging Trustees hereof shall be exerciseable by the Committee alone by resolution of a meeting of the members thereof but the Trustees shall have the same power of applying to the Court or to the Charity Commissioners for the appointment of a new Trustee as has any other trustee for a

Charity. The Trustees shall be disqualified from holding office as members of the Committee and no member of the Committee shall be appointed as trustee so long as he remains in office as such member

3. (a) Except as hereinafter in this clause provided the Committee shall consist of no more than seven elected members and one representative member from each village organisation having a membership of more than three persons and may include not more than three co-opted members
- (b) The elected members other than those appointed under sub-clause (h) of this clause to fill casual vacancies shall be elected at the annual general meeting to be held as in this deed provided
- (c) 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
- (d) Co-opted members shall be appointed at a duly constituted meeting of the Committee
- (e) Subject to the provisions of sub-clauses (f) and (h) of this clause the period of office of Members shall commence:
 - (i) in the case of elected members at the end of the annual general meeting at which they were elected;
 - (ii) 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;

(iii) in the case of co-opted members from the date of their co-option

- (f) 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
- (g) 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 (c) of this clause
- (h) Upon the occurrence of a casual vacancy the Committee shall cause a vote 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 appointed organisation. 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
- (i) The constitution of the Committee as hereinbefore

provided may on the application of the Committee be altered from time to time by order of the Charity Commissioners

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

5. 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

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

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

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

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

If the Chairman is absent from any meeting the

vice-chairman (if any) shall preside; otherwise the members present shall before any other business is transacted choose one of their number to preside at that meeting.

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

11. (a) There shall be an annual general meeting in connection with the Charity which shall be held in the month of *October* in each year or as soon as practicable thereafter
- (b) 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
- (c) The first annual general meeting after the date of this deed shall be convened by the persons named in clause 1(b) hereof and subsequent annual general meetings by the Committee. Public notices 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
- (d) 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

(e) The Committee shall present to each annual general meeting the report and accounts of the charity for the preceding year

12. The Committee shall as and when it thinks fit apply the net yearly income for the purposes of the Charity

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

14. 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

15. 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 Gringley-on-the-Hill aforesaid

16. At the request of the Committee the trustees 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

17. If the Committee decides at any time that on the ground

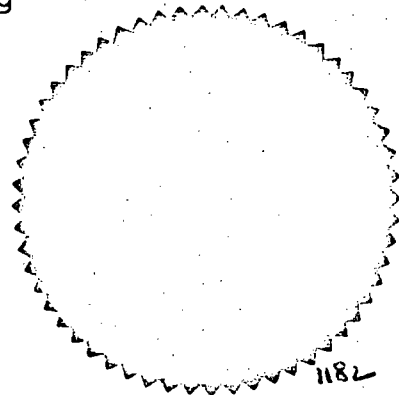
of expense or otherwise it is necessary or advisable to discontinue the use of the trust property in whole or in part for the purposes stated in clause 1 hereof it shall call a meeting of the inhabitants of the age of eighteen years and upwards of the area of benefit of which meeting not less than fourteen 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 trustees may at the request of the Committee and with the consent of the Charity Commissioners (and with all other such consents as might be necessary) sell the trust property for such consideration and upon such terms as may be approved by the Charity Commissioners (but subject always to the provisions concerning the covenants in favour of the company) stop all moneys belonging to the Charity including the proceeds of sale of the trust property or any fixtures and fittings (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 money 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 therefrom 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

18. 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 members for the time being

THE COMMON SEAL of THE
SOUTHWELL DIOCESAN BOARD
OF FINANCE was hereunto
affixed in the presence of:-



+ *Richard Merwood*

Director

B. A. A.

Secretary

SIGNED SEALED AND DELIVERED by

Jonathan

the Chairman

and *PA Talbot*

and *E J Slivins*

on behalf

of the Council in the presence of:-

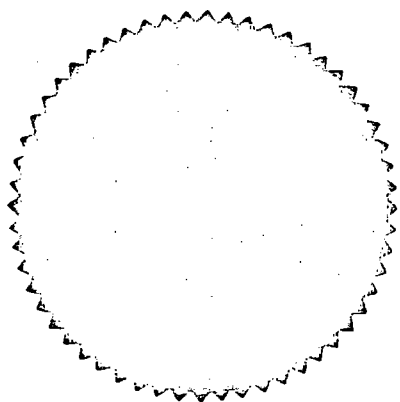
Colon Thomson
Georgie on the Hill
Chartered Surveyor

THE COMMON SEAL of THE
WELBECK ESTATES COMPANY
LIMITED was hereunto

affixed in the presence of:-

Eric Bentuck DIRECTOR

N. R. Elliott SECRETARY



SIGNED SEALED AND DELIVERED by

the said *JOHN KENNETH FOX*
BY JAMES ARTHUR NANCY
FENTON AND ROGGE

WIND

in the presence of:-

Albin

ARCHITECT.
COWLEY'S LANE STREET,
CAMBRIDGE ON THE HILL,
DUNSTABLE.

J. K. Fox
W. R. ...
R. ...

