

# LEASE & TRUST DEED

Sealed 13th October 1983

1760

83.

County — Norfolk.

Parish — Wreningham.

Charity – Wreningham Village Hall

L1.

284,991 A/1.

Adjudged not chargeable with stamp duty

Order for vesting in Official Custodian for Charities.

## CHARITY COMMISSION.

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In the matter of the Charity known as Wreningham Village Hall, in the Parish of Wreningham, in the County of Norfolk, comprised in a lease and trust deed dated the 5 February 2017; and In the matter of the Charities Act, 1960.

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THE CHARITY COMMISSIONERS FOR ENGLAND AND WALES HEREBY ORDER that the land specified in the schedule hereto shall vest forthwith in the Official Custodian for Charities for all the estate and interest therein belonging to or held in trust for the Charity.

## SCHEDULE.

Leasehold land situate at Wreningham in the County of Norfolk having a frontage on the south side of the road leading from Wreningham to Hopton with the building thereon known as as Wreningham Village Hall held for the term of 99 years from the 26th July 1983 at the yearly rent of £1.00 created and reserved by the above—mentioned lease and trust deed dated the 26th July 1983.

Sealed by Order of the Commissioners this 13th day of October 1983.

# LEASE & TRUST DEED

Dated 26<sup>th</sup> July 1983

THE PARISH COUNCIL OF  
WRENINGHAM

to

MR.I.B.DOBSON and MR. D.M.NUDD

LEASE

relating to Wreningham Village Hall

## LEASE & TRUST DEED

This Lease and Trust Deed made the twenty-sixth day of July one thousand nine hundred and eighty three BETWEEN THE PARISH COUNCIL OF WRENINGHAM in the County of Norfolk (hereinafter called "the Lessor" which expression shall where the context so admits include the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term hereby created) of the one part and IAN BURTON DOBSON of White Cottage Church Road Wreningham Norfolk and DENNIS MICHAEL NUDD of Fir Grove Cottage Hethel Road Wreningham aforesaid (hereinafter called "the Lessees" which expression shall where the context so admits include their successors in title) of the other part

### **WHEREAS:**

- (1) Since about One thousand nine hundred and fifty-eight a Wreningham Village Hall Committee has been in existence and has managed Wreningham Village Hall as a Village Hall for the use of the inhabitants of Wreningham and the neighbourhood without distinction of sex or of political religious or other opinions and in particular for use for meetings lectures classes and for other forms of recreation and leisure-time occupations with the object of improving the conditions of life for the said inhabitants
- (2) It is believed that a Trust Deed constituting the Wreningham Village Hall Committee and a Deed of Lease of the Wreningham Village Hall may once have existed and have been amongst items stolen from the Lessor's safe approximately five years ago
- (3) Notwithstanding an exhaustive search for the any Trust Deed or Lease neither the said Deeds have been traced
- (4) The parties hereto are desirous of entering into a Lease and Trust Deed in manner hereinafter appearing
- (5) Pursuant to Section 127 (2) of the Local Government Act 1972 the Secretary of State for the Environment by an instrument in writing dated the Seventeenth day of March One thousand nine hundred and eighty—three has notified his consent to the grant of this Lease

### **NOW THIS DEED WITNESSETH** as follows

1. The interpretation Act 1978 applies for the interpretation of this deed as it applies for the interpretation of an Act of Parliament
2. The Lessees are the Trustees of the Wreningham Village Hall (hereinafter called "the Charity")
3. In consideration of the rent covenants and conditions hereinafter reserved and contained and on the part of the Lessees to be paid observed and performed the Lessor hereby demises unto the Lessees all that piece or parcel of land situate at Wreningham in the county of Norfolk on the South side of the road leading from Wreningham to Hapton as the same is for the purpose of identification only delineated on the plan annexed hereto and thereon edged red TOGETHER with the Village Hall erected thereon or on some part thereof in manner and upon the trusts and subject to the powers and provisions set out in the Schedule hereto TO HOLD the same unto the Lessees from the Twenty-sixth day of July One thousand nine hundred and eighty-three for the term of ninety—nine years paying therefore during the said term the yearly rent of One pound to be paid in advance without any deduction on the First day of January each year
4. THE Lessees covenant with the Lessor but not so as to impose any personal liability on the

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Official Custodian for Charities if the said term should become vested in him as follows:

- (1) To pay the rent hereby reserved in manner aforesaid without any deduction;
- (2) To pay all existing and future rates taxes assessments and outgoings payable by law in respect of the demised premises by either the owner or the occupier thereof
- (3) To keep the demised premises and all fixtures and additions to the said premises in good and substantial repair and condition throughout the term and without any alteration or addition thereto except such as shall be previously sanctioned in writing by the Lessor such sanction not to be unreasonably withheld and to yield up the same in such repair and condition (except as aforesaid) at the determination of the tenancy
- (4) To keep insured at all times throughout the tenancy in the joint names of the Lessor and the Lessees the demised premises from loss or damage by fire in some insurance office or with underwriters to be agreed between the Lessor and the Lessees in a sum at least equivalent to the full replacement value for the time being of the demised premises and to make all payments necessary for the above purposes within seven days after the same shall respectively become due and to produce to the Lessor or its agent on demand the several policies of such insurances and the receipt for each such payment and to cause all moneys received by virtue of any such insurance to be forthwith laid out in rebuilding and reinstating the demised premises PROVIDED ALWAYS that if the Lessees shall at any time fail to keep the demised premises insured as aforesaid the Lessor may do all things necessary to effect or maintain such insurance and any moneys expended by it for that purpose shall be repayable by the Lessees on demand and be recoverable forthwith
- (5) Not to assign the demised premises except to a new trustee or new Trustees for the purposes set out in the said schedule and not to underlet the same
- (6) Not to do or permit or suffer anything to be done in or upon the demised premises or any part thereof or on any buildings erected thereon which may be or become a nuisance or annoyance or cause damage or inconvenience to the Lessor or to the owners or occupiers of any neighbouring land or premises

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- (7) To keep all ditches hedges fences and gates upon the demised premises always in good repair and condition and any ditches properly cleaned
- (8) To permit the Lessor and its duly authorised agents upon giving reasonable previous notice in writing at all reasonable times to enter upon the demised premises to inspect the condition thereof and for all other reasonable purposes
- (9) To keep the grounds surrounding the Village Hall and any grass areas in neat and tidy condition and free from litter and rubbish
- (10) Not to use the demised premises for any purpose whatsoever other than as a Village Hall in accordance with the provisions of clause 1 of the Schedule hereto

5. The Lessor covenants with the Lessees as follows:

That the Lessees paying the rent hereby reserved and performing and observing the several covenants on the Lessees' part herein contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for it;

PROVIDED ALWAYS and it is hereby agreed and declared that if the rent hereby reserved or any part thereof shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the Lessees' part herein contained shall not be performed or observed then and in either of the said cases it shall be lawful for the Lessor at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Lessor in respect of any breach of the Lessees' covenants herein contained

**IN WITNESS** whereof Christopher Brighton and Ernest Sidney Whiting two members of the Lessor have pursuant to a resolution of the Lessor passed on the ..... day of ..... One thousand nine hundred and eighty-three and the Lessees have hereunto set their hands and seals the day and year first before written

### **THE SCHEDULE**

#### **VILLAGE HALL**

1. (I) The property hereby demised (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 Wreningham in the County of Norfolk (hereinafter called the area of benefit) without the distinction of political religious or other opinions including use for meetings lectures and classes and for other 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

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the following persons:

Ian Burton Dobson of White Cottage Church Road Wreningham Norfolk

Dennis Michael Nudd of Fir Grove Cottage Hethel Road Wreningham Norfolk

Patricia Butcher of Laburnums Church Road Wreningham Norfolk

Janet Vessey of High Field Church Road Wreningham Norfolk

Beryl Katherine Whiting of Roberne Wreningham Norfolk

Valerie Ireland of Homlea Church Road Wreningham Norfolk

Margaret Alice Wright and John William Wright both of 22 River View Wreningham Norfolk

Donald Ernest Whiterod of High Common Wymondham Road Wreningham Norfolk

Beryl Catherine Marshall of Oak House Wymondham Road Wreningham Norfolk

### **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

3 Elected members (i.e. the Chair, the Secretary, and the Treasurer)

6 Ordinary members

and may include not more than 6 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

(3) An Ordinary member shall ordinarily be appointed not more than one month before the annual general meeting; they may be appointed to represent a village organisation, or, to represent a particular project / activity of benefit to villagers and thereby in support of the purposes of the Charity

(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 Ordinary members appointed before the annual general meeting in any year, at the end of that meeting or in the case of an Ordinary 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;

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(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 an Ordinary member of the committee

(8) Upon the occurrence of a casual vacancy the committee shall cause a note thereof to be entered into their minute book at their next meeting. 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 they were 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

### **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 willingness to act in the trusts of this deed

6. An Elected member will be registered as a Trustee with the Charity Commission. An Ordinary member may accept an invitation to be registered as a Trustee of the Charity, otherwise they will be non-Trustees

### **MEMBERS NOT TO BE PERSONALLY INTERESTED IN THE CHARITY**

7. Except in special circumstances with the approval in writing of the Charity Commissioners no members 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**

8. 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**

9. The committee shall hold at least three ordinary meetings in each year. A special meeting may be summoned at any time by the chair or any two members upon seven clear days' notice being



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given to all the other members of the matters to be discussed

### **CHAIR AND VICE-CHAIR OF THE COMMITTEE**

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

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

### **VOTING IN COMMITTEE**

11. 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 chair of the meeting shall have a second or casting vote

### **ANNUAL GENERAL MEETING**

12. (1) 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

(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 chair of the meeting The chair of subsequent annual general meetings shall be the chair for the time being of the committee In his absence the vice-chair (if any) shall take the chair but if neither is present the persons present shall before any other business is transacted appoint a chair of the meeting In case of equality of votes the chair 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

### **RENT AND OTHER OUTGOINGS**

13. The committee shall save harmless and keep indemnified the Lessees against the rent and against all rates taxes and outgoings whatsoever including the cost of repairs and insurance against fire which are or at any time may become payable in respect of the demised premises under the covenants contained in this deed and on the part of the Lessees to be observed and performed and from and against all proceedings damages costs claims and expenses on account of any breach of any of the said covenants and shall cause the demised premises and other property of the Charity insofar as the same shall not be otherwise insured at all times to be

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sufficiently insured against all insurable risks including fire theft and public liability

### **APPLICATION OF INCOME**

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

### **SURPLUS CASH**

15. 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

### **FURTHER ENDOWMENTS**

16. 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**

17. 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 of these shall be sent to the Parish Council of Wreningham aforesaid

### **MORTGAGES AND CHARGES**

18. At the request of the committee the Lessees may with the consent of the Charity Commissioners ( and any necessary consent of the Lessor) 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

### **SURRENDER OF LEASE**

19. 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 Lessees may at the request of the committee and with the consent of the Charity Commissioners surrender their leasehold interest in the trust property for such consideration and upon such terms as may be approved by the Charity Commission All moneys belonging to the Charity including the proceeds of sale of 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 circumstance shall permit or towards such other charitable purposes or objects for the benefit of the inhabitants of the

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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

### **RULES**

20. Within the limits prescribed by this deed the committee may from time to time make and alter rules for the management of the Clarity 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 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 three members for the time being
- (f) Sub-committees: The committee may appoint not less than three nor more than seven members of their body to be a sub-committee or sub-committees for discharging in such manner and subject to such rules as the committee prescribed such of the functions of the committee as relate to the day to day administration and management of the Charity All acts and proceedings of sub-committees shall be reported in due course to the committee

SIGNED SEALED AND DELIVERED by the said CHRISTOPHER BRIGHTON in the presence of

SIGNED SEALED AND DELIVERED by the said ERNEST SIDNEY WHITING in the presence of