

FINCHINGFIELD VILLAGE HALL & SPORTSFIELD CONVEYANCE 12TH JULY 1934
AS REVISED,

FOR APPROVAL BY RESOLUTION AT THE AGM ON THURSDAY MAY 12TH 2022

This Conveyance is made the Twelfth day of July, One Thousand nine hundred and thirty four BETWEEN Harold Edward Adshead of Great Bardfield in the County of Essex Esquire (hereinafter called the "Grantor") of the one part and Barclays Bank Ltd of 37 King William Street, EC4 (hereinafter called "the trustees") of the other part WHEREAS the Grantor is seised in fee simple in possession free from incumbrances of the hereditaments hereinafter described and agreed to grant the same to the Trustees upon the trusts hereinafter appearing.

Now this Conveyance witnesseth that in pursuance of the said Agreement and in consideration of the covenants hereinafter expressed the Grantor as Beneficial Owner hereby conveys unto the Trustees ALL that piece or parcel of land situate at Finchingfield in the County of Essex and having a frontage to Bardfield Road there of Seventy feet or thereabouts which piece or parcel of land is with the dimensions and abutments thereof more particularly delineated and described in the plan drawn hereon coloured Pink. 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.

The Grantor hereby acknowledges the right of the Trustees to the production of an Indenture of Conveyance dated the eighth day of June One thousand eight hundred and eighty six made between Hester Dosell of the first part, John Henry Jenkinson and the Reverend Henry Brooke Boothby of the second part, Thomas Franklin, William Hall and Newman Smith of the third part and Aaron Edward Adshead of the fourth part and to delivery of copies thereof and hereby undertakes for the safe custody thereof.

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 aggregate amount of value of the property transferred exceeds five hundred pounds.

In Witness whereof the said Harold Edward Adshead has hereunto set his hand and seal and the Trustees have caused their Common Seal to be affixed pursuant to a resolution in that behalf the day and year first above written.

THE FIRST SCHEDULE above referred to:

1. The property hereby conveyed (hereinafter called the Trust Premises) shall be held upon trust for the purposes of physical and mental recreation and social moral and intellectual development through the medium of reading and recreation rooms, library, lectures, classes, recreations and entertainments or otherwise so may be found expedient for the benefit of the inhabitants of the Parish of Finchingfield in the County of Essex and its immediate vicinity without distinction of sex or of political or other opinions subject to the provisions of these presents.

2. Administration, repairs and insurance

2.1 The Charity, and the Village Hall premises ("Hall"), the land (Sportsfield and Pony Field) and associated assets must be administered by Finchingfield Parish Council as sole charity trustee. The Parish Council is the charity trustee within the meaning of Section 177 of the Charities Act 2011. The Sole Trustee must act reasonably and prudently in all matters relating to the Charity and must always pursue the interests of the Charity to the exclusion of other Parish Council interests.

2.2 The Sole Trustee must:

2.2.1 ensure that the Hall and other property of the Charity are at all times kept in repair and sufficiently insured against all insurable risks including fire, theft and public liability and must whenever necessary procure a professional valuation for such purposes and

2.2.2 take out such insurance as the Sole Trustee considers necessary to protect the Charity's Hall including but not limited to public liability insurance and employer's liability insurance.

3. Freehold title to the Hall, Sportsfield and Pony Field

The Sole Trustee must ensure that all freehold and leasehold land and other property at any time belonging to the Charity is vested in Finchingfield Parish Council, as Sole Trustee.

4. Powers of the Sole Trustee

The Sole Trustee has the following powers, which may be exercised only in promoting the Objects:

- 4.1 to raise funds and invite and receive contributions and endowments (whether for general or special purposes). In raising funds the Sole Trustee must not undertake any trading activities which are liable to tax other than charity trading and must conform to relevant requirements of the law
- 4.2 to buy, take on lease or in exchange, hire or otherwise acquire any property necessary for the achievement of the Objects and to maintain and equip it for use
- 4.3 subject to the restrictions imposed by the Charities Act 2011, to sell, lease or otherwise dispose of all or any part of the Property and other property belonging to the Charity PROVIDED THAT no part of the Hall shall, except under express statutory authority, be used for any purpose in connexion with a pending Parliamentary election
- 4.4 to deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert)
- 4.5 to borrow money by mortgage or otherwise or to seek grant aid as may be required for maintaining, extending or improving the Property or any part thereof or erecting any building thereon or for any work carried on therein and to charge the whole or any part of the Property and other property at any time belonging to the Charity with repayment of the money so borrowed or granted (but only in accordance with the restrictions imposed by the Charities Act 2011)
- 4.6 to employ staff (who shall not be members of the Hall & Sportsfield Management Committee) and to make all reasonable and necessary provision for the payment of pensions and superannuation for staff and their dependants
- 4.7 to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or of similar charitable purposes and to exchange information and advice with them
- 4.8 without prejudice to clause 5.2, to appoint, constitute and provide clear terms of reference for, such committees as the Sole Trustee may think fit. Such committees shall be answerable to the Sole Trustee and all their acts and proceedings must be fully and promptly reported to the Sole Trustee
- 4.9 to do anything else within the law which promotes or helps to promote the Objects.

5. Meetings of the Sole Trustee and its Village Hall & Sportsfield Management Committee

5.1 The following provisions apply to meetings of the Parish Council as Sole Trustee (see 2.1) of the Charity:

5.1.1 The Sole Trustee must hold at least two ordinary meetings in each year. All meetings must be held separately from, and at different times to, meetings of the Parish Council otherwise than as Sole Trustee of the Charity.

5.1.2 Meetings of the Sole Trustee may be called at any time by the Chairman or any two members of the Sole Trustee upon not less than ten clear working days' notice having been given to all other members.

5.1.3 A special meeting may be called at any time by the Chairman or any two members of the Sole Trustee upon not less than three clear working days' notice being given to all other members of the Sole Trustee of the matters to be discussed.

5.1.4 If the Chairman is absent from any meeting, the Vice-Chairman (if any) shall preside; otherwise the members present must, before any other business is transacted, choose one of their number to be Chairman of the meeting.

5.1.5 Every issue may be determined by a simple majority of the votes cast at a meeting of the Sole Trustee. The Chairman of the meeting may cast a second or casting vote only if there is a tied vote. A quorum shall be 1/3 plus one of the number of Sole Trustee members (4)

5.2 The Sole Trustee shall delegate the day to day running of the Hall & Sportsfield to a committee of the Sole Trustee to be called the Hall & Sportsfield Committee. The following provisions apply to the Hall & Sportsfield Committee:

5.2.1 the terms of reference of the Hall & Sportsfield Committee shall be:

- (a) the management of all bookings of the Hall & Sportsfield
- (b) the day to day maintenance of the Hall & Sportsfield
- (c) the payment of bills up to £250 in each case, and
- (d) the representation of users of the Hall & Sportsfield.

5.2.2 All cheques or online transactions in payment of bills in accordance with clause 5.2.1(c) shall be signed or authorised by two members of the Hall & Sportsfield Committee ~~one of whom must be a Parish Councillor.~~

5.3 The Hall & Sportsfield Committee shall comprise:

5.3.1 1 Parish Councillor, and

5.3.2 A minimum of 3 and a maximum of 11 representatives of users of the Hall & Sportsfield elected in accordance with clause 5.4.

5.4 The Sole Trustee shall maintain a list of user bodies that they consider to be supportive of the Charity's objects and which have indicated a wish to appoint a member of the Hall Committee. The listed user bodies shall have the right to elect members of the Hall Committee at an annual general meeting. The following provisions apply to the list of user bodies:

5.4.1 where any application to be included in the list of user bodies is received from any existing or newly-formed body operating in the area of benefit, the Sole Trustee may, in its discretion, add such body to the list of user bodies.

5.4.2 the Sole Trustee may remove a body from such list of user bodies where it reasonably considers such removal to be in the best interests of the Charity.

5.4.3 a minute of the relevant resolution, authenticated by the chairman, should be (a) placed with the title deeds and (b) kept with the charity trustees' working papers.

5.5 The Hall & Sportsfield Committee must hold at least four meetings in each year. All meetings must be held separately from, and at different times to, meetings of the Sole Trustee of the Charity.

5.6 Meetings of the Hall & Sportsfield Committee may be called at any time by the Chairman or any two committee members upon not less than ten clear working days' notice having been given to all other members.

5.7 A special meeting may be called at any time by the Chairman or any two committee members upon not less than three clear working days' notice being given to all other committee members of the matters to be discussed.

- 5.8 If the Chairman is absent from any meeting, the Vice-Chairman (if any) shall preside; otherwise the members present must, before any other business is transacted, choose one of their number to be Chairman of the meeting.
- 5.9 There shall be a quorum when at least ~~2 Parish Councillors and~~ one third plus one (minimum 4) of the number of other committee members are present at a meeting.
- 5.10 Every issue may be determined by a simple majority of the votes cast at a meeting of the Hall & Sportsfield Committee. The Chairman of the meeting may cast a second or casting vote only if there is a tied vote.
- 5.11 The Sole Trustee must exercise reasonable supervision over the Hall & Sportsfield Committee and must ensure that all their acts and proceedings are fully and promptly reported to the Sole Trustee.
- 5.12 The Hall & Sportsfield Committee must keep proper minutes of its meetings. The minute book must be available for inspection upon reasonable request by any member of the Sole Trustee. The minute book must be retained by the Trust Secretary with copies provided to the Clerk to the Parish Council as Sole Trustee.

6. Members not to be personally interested

Except with the prior written approval of the Charity Commission, no member of the Hall & Sportsfield Management Committee may:

- 6.1 receive any benefit in money or in kind from the Charity other than in respect of insurance provided pursuant to Clause 2.2, or
- 6.2 have a financial interest in the supply of goods or services to the Charity or
- 6.3 acquire or hold any interest in property of the Charity (except in order to hold it as a trustee of the Charity).

7. Recording of Meetings

The Sole Trustee must keep proper minutes of its meetings. The minute book must be available for inspection upon reasonable request by any member of the Sole Trustee. The minute book must be retained by the Trust Secretary with copies of minutes provided to the Clerk to the Parish Council.

8. Annual General Meeting and Special Meetings

- 8.1 There shall be an Annual General Meeting in connection with the Charity which shall be held in such month of the year as the Sole Trustee shall determine provided that Annual General Meetings must be held not more than fifteen months after the holding of the preceding Annual General Meeting.
- 8.2 All inhabitants of the area of benefit of 18 years of age and upward shall be entitled to attend the Annual General Meeting.
- 8.3 Public notice of every Annual General Meeting shall be given in the area of benefit at least 14 days before the date thereof.
- 8.4 The Chairman of Annual General Meetings shall be the Chairman for the time being of the Sole Trustee, but if he or she is not present before any other business is transacted, the persons present shall appoint a Chairman of the meeting.
- 8.5 The business of an Annual General Meeting shall be the presentation by the Sole Trustee of the report and accounts of the Charity for the preceding year, the election of representatives of user bodies to the Hall & Sportsfield Committee and such other business as the Chairman shall allow.

9. Accounts

The Sole Trustee must comply with their obligations under the Charities Act 2011 with regard to:

- 9.1 the keeping of accounting records for the Charity
- 9.2 the preparation of annual statements of account for the Charity
- 9.3 the auditing or independent examination of the statements of account for the Charity and
- 9.4 the transmission of the statements of account of the Charity to the Charity Commission.

10. Annual Report

The Sole Trustee must comply with its obligations under the Charities Act 2011 with regard to the preparation of an annual report and its transmission to the Charity Commission.

11. Annual Return

The Sole Trustee must comply with its obligations under the Charities Act 2011 with regard to the preparation of an annual return and its transmission to the Charity Commission.

12. Receipts and Expenditure

The income of the Charity, including all donations and bequests, must be paid into an account operated by the Sole Trustee in the name of the Charity at such bank or building society as the Sole Trustee shall from time to time decide. Save for bills to be paid by the Hall & Sportsfield Committee, all cheques and orders for payment of money from such account shall be signed or authorised by at least two members of the Sole Trustee.

13. Rules

Within the limits prescribed by this governing document the Sole Trustee may from time to time make and alter rules for the management of the Charity and in particular with reference to:

- 13.1 the terms and conditions upon which the Hall & Sportsfield, or any other property belonging to the Charity, may be used by persons or bodies other than the Sole Trustee for the purposes specified in this governing document and the sum (if any) to be paid for such use
- 13.2 the deposit of money at a proper bank or building society and the safe custody of documents
- 13.3 the appointment of an auditor or an independent examiner
- 13.4 the engagement or dismissal of such officers, servants and agents as the Sole Trustee may consider necessary and the payment of such persons (not being members of the Hall & Sportsfield Management Committee)
- 13.5 the summoning and conduct of meetings.

14. Liquidation

If the Sole Trustee by a majority resolution decides at any time that on the grounds of expense or otherwise it is necessary or advisable to discontinue to use of the Trust Premises in whole or in part for the purposes hereinbefore indicated it shall call a Meeting of the inhabitants of the age of eighteen years or upwards of the Parish of Finchingfield of which meeting not less than fourteen days' notice (stating that a Resolution will be proposed thereat) shall be posted in a conspicuous place or places on the Trust Premises and

advertised in a newspaper circulating in the said Parish and if such a decision shall be confirmed by a majority of such inhabitants present at such Meeting and voting the Sole Trustee may with the consent of the Charity Commissioners let or sell the Trust Premise or any part thereof. All monies arising from such a 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 Premises approved by the Sole Trustee and 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 Parish of Finchingfield as may be approved by the Charity Commissioners and meanwhile such monies shall be invested in the name of the Official Trustees of Charitable Funds and any income arising therefrom shall either be accumulated (for such times as may be allowed below) 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 Premises may properly be applied.

15. Questions under the Scheme

Any question as to the construction of this Scheme, or as to the regularity or the validity of any acts done or about to be done under this Scheme, shall be determined conclusively by the Charity Commission, upon such application made to them for the purpose as they think sufficient.

If any Rules and Regulations made under the power in that behalf hereinbefore contained are inconsistent with the provisions of these presents the latter shall prevail.

Signed Sealed and Delivered

By the above named Harold Edward Adshead in the presence of:

Alfred Hills of Braintree

The Common Seal of Barclays Bank Ltd was hereunto affixed in the presence of:

E H Galsworthy Director

Hugh Carroll Asst: Secretary A35424

Recorded in the Books of the Charity Commissioners for England and Wales pursuant to the Provisions of Section 29(A) of the Settled Land Act 1925 Vol 55 page 496

4th October 1934

TRUST DEED dated 12th July 1934

The Finchingfield Village Hall in the County of Essex (Holmes & Hills Bocking)

MEMORANDUM ADDED on 11th February 1963

By a conveyance dated the 11th February 1963 made between the within names Barclays Bank Ltd being the Trustee of a Charity known as Finchingfield Village hall of the one part and the County Council of Essex on the other part

- i) The Bank as Trustee conveyed to the County Council a piece or parcel of land situate in the Parish of Finchingfield in the County of Essex abutting upon and having a frontage of 70 feet or thereabouts to the west side of the B1057 classified road leading from Haverhill to Dunmow known as Bardfield Road a depth therefrom on the north side of 27 feet or thereabouts, a depth therefrom on the south side of 23 feet or thereabouts and a width at the rear of 67 feet or thereabouts forming part of the property comprised in the within written conveyance.
- ii) The Bank conveyed to the County Council a piece or parcel of land situate to the south of and adjoining the land firstly hereinbefore described abutting upon and having a frontage of 14 feet or thereabouts to the west side of that and a depth therefrom on the north side of 23 feet or thereabouts a depth therefrom on the south side of 21 feet or thereabouts and a width at the rear of 14 feet or thereabouts and containing an area of 34 square yards or thereabouts for all the right with estate and interest of the Charity therein and the right of the County Council to production of the within written conveyance and to the delivery of copies thereof as acknowledged in the conveyance dated the 11th day of February 1963.