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**THIS LEASE AND TRUST DEED** made the

5<sup>TH</sup>

day

of *February*

One thousand nine hundred and ninety six BETWEEN

THE LITTLE EASTON PARISH COUNCIL of Little Easton near Great Dunmow in the

County of Essex (hereinafter called "the Council") of the one part and ROY WALTER

BLACKWELL and RUTH MARION BLACKWELL both of "Tingie Hoe" Duck Street

Little Easton Great Dunmow Essex GEOFFREY EDWARD GREEN and JEANETTE

GREEN both of "Manor View" Manor Road Little Easton aforesaid DAVID JAMES

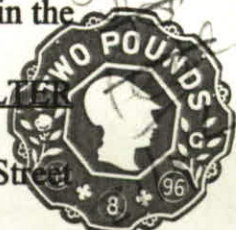
FAITHFULL of Bushwood House Little Easton aforesaid and DESMOND FRANCIS

DUTTON of Little Martins Little Easton aforesaid (hereinafter called "the Lessees

which expression shall where the context so admits include their successors in title) of the

other part

WITNESSETH as follows :-



1. The Lessees are the Trustees of the Little Easton Memorial Hall (hereinafter called "the Village Hall")

2. In consideration of expenses incurred and to be incurred by the Lessees in the repair and maintenance of the Village Hall and of the rent covenants and conditions hereinafter reserved and contained and on the part of the Lessees to be paid observed and performed the Council hereby demises unto the Lessees all that the Little Easton Memorial Hall together with the car park adjoining the same at Manor Road Little Easton aforesaid together with a right of way on foot and in vehicles thereto from Manor Road Little Easton aforesaid as now enjoyed 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 for the term of sixty years from the Twenty-fifth day of December One thousand nine hundred and ninety five paying therefore during the said term the yearly rent of Twenty-five Pounds such rent to be paid annually in advance on the Twenty-fifth day of December in each year the first payment to be made on the date hereof

3. The Lessees hereby in their capacities as trustees for the Village Hall covenant with the Council but not so as to impose any personal liability on the Lessees as follows:-

- (i) to pay the rent hereby reserved in manner aforesaid without any deduction
- (ii) to pay all existing and future rates tax assessments and outgoings payable by law in respect of the Village Hall
- (iii) to keep the Village Hall in good and substantial repair and condition throughout the said term and without any alteration except as shall be previously approved in writing by the Council such approval not to be unreasonably withheld and to yield up the same in such repair and condition (except as aforesaid) at the determination of the term
- (iv) to use the Village Hall only as a village hall and not so as to cause nuisance or annoyance to owners or occupiers of nearby property and no to permit any activities or events in the Village Hall likely to damage the same or to lower the standards or amenity value of the Village Hall
- (v) to give careful consideration to any suggestions or requests as to the operation or management of the Village Hall made to the Lessees by the Council
- (vi) to keep the Village Hall fully insured at all times throughout the said term in the joint names of the Council and the Lessees against all usual risks and in the full

insurance value

(vii) not to assign the Village Hall except in connection with the appointment of new or replacement trustees and not to underlet the same

4. The Council hereby covenants with the Lessees that the Lessees paying the rent hereby reserved and performing and observing the several covenants on the part of the Lessees herein contained shall peaceably hold and enjoy the Village Hall during the said term without any interruption by the Council or any person rightfully claiming under or in trust for the Council

5. 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 and after having been formally demanded or if any covenant on the part of the Lessees herein contained shall not be performed or observed then and in either of the said cases it shall be lawful for the Council at any time thereafter to re-enter upon the Village Hall 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 Council in respect of any breach of the covenants on the part of the Lessees herein contained

6. It is hereby certified that there is no agreement for lease to which this lease gives effect

IN WITNESS whereof the Chairman and Clerk of the Council have hereunto set their hands and seals for and on behalf of the Council and the Lessees have signed this document as a Deed the day and year first before written

THE SCHEDULE hereinbefore referred to

VILLAGE HALL

Clause 1.(1) The property hereby demised (herein called "the Village Hall") shall be held upon trust for the purposes of a village hall for the use of the inhabitants of the Parish of Little Easton in the County of Essex (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 condition of life for the said inhabitants

ADMINISTRATION BY COMMITTEE

(2) The Village Hall shall be administered and governed in conformity with the provisions of this deed by the committee of management hereinafter constituted (and hereinafter called "the committee") and if the Village Hall shall be registered as a charity then the committee 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 Village Hall shall be administered in accordance with the provisions of this deed by the Lessees as hereinbefore defined

VESTING IN THE OFFICIAL CUSTODIAN FOR CHARITIES

Clause 2. The Lessees and all persons holding any property of the Village Hall shall take such steps as may be necessary for the purpose of vesting in the Official Custodian for Charities the benefit of this Lease and any other property belonging to the Village Hall

## COMMITTEE OF MANAGEMENT

Clause 3.(1) Except as hereinafter in this clause provided the committee shall consist of between four and eight elected members as determined at each Annual General Meeting and three representative members and may include not more than two co-opted members

(2) The elected members (other than those appointed under sub-clause (8) of this clause to fill causal vacancies) shall be elected at the Annual General Meeting to be held as in this deed provided

(3) Two representative members shall be appointed by the Little Easton Parish Council and one representative member shall be appointed by the Little Easton Carpet Bowls Club. Such representative members shall ordinarily be appointed not more than one month before the Annual General Meeting; provided that if any organisation fails to appoint a representative member or representative members before such meeting it shall make the appointment as soon as practicable thereafter and shall notify the Secretary of the committee of the name of its representative or representatives as soon as possible

(4) Co-opted members shall be appointed at a duly constituted meeting of the committee

(5) Subject to the provisions of sub-clause (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 a representative member 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 or her appointment is received by the Secretary;

(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 organization 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 organization to appoint a representative member of the committee in the same manner as if such organization had been named in sub-clause (3) of this clause

(8) 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 members, it shall be notified as soon as possible to the proper appointing organization. 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 he was 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 Little Easton Parish Council

### FAILURE TO APPOINT

Clause 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

Clause 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 of willingness to act in the trusts of this deed

### MEMBERS NOT TO BE PERSONALLY INTERESTED IN THE VILLAGE HALL

Clause 6. Except in special circumstances with the approval in writing of the Little Easton Parish Council no member of the committee shall take or hold any interest in any property belonging to the Village Hall 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 Village Hall

### DETERMINATION OF MEMBERSHIP

Clause 7. 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

Clause 8. The committee shall hold at least two ordinary meetings in each year and no such meeting shall take place unless at least seven days prior written notice thereof has been given to all the members of the committee. A special meeting may be summoned



at any time by the chairman or any two members upon seven clear days written notice being given to all the other members of the matters to be discussed

#### CHAIRMAN AND VICE-CHAIRMAN OF THE COMMITTEE

Clause 9. 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 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 the meeting

#### VOTING IN COMMITTEE

Clause 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

#### ANNUAL GENERAL MEETING

Clause 11.(1) There shall be an Annual General Meeting in connection with the Village Hall 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 Lessees as hereinbefore defined 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 the Village Hall and the Parish notice boards 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 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

(5) The committee shall present to each Annual General Meeting the report and accounts of the Village Hall for the preceding year

#### RENT AND OTHER OUTGOINGS

Clause 12. 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 Village Hall 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 Village Hall to be sufficiently insured against all insurable risks including fire theft and public liability

### APPLICATION OF INCOME

Clause 13. After satisfying its obligation under clause 12 hereof the committee shall as and when it thinks fit apply the net yearly income for the purposes of the Village Hall

### SURPLUS CASH

Clause 14. Any sum of cash at any time belonging to the Village Hall and not needed as a balance for working purposes shall be invested

### FURTHER ENDOWMENTS

Clause 15. The committee may receive any additional donations or endowments for the general purposes of the Village Hall and it may also accept donations or endowments for any special objects connected with the Village Hall not inconsistent with the provisions of this deed

### MINUTES AND ACCOUNTS

Clause 16. The committee shall provide and keep a minute book and books of account. All proper statements of account in relation to the Village Hall 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 Little Easton

### MORTGAGES AND CHARGES

Clause 17. At the request of the committee the Lessees may with the written consent of the Little Easton Parish Council from time to time by mortgage or otherwise obtain such advances on the security of the Village Hall 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 Village Hall

## LETTING OR SALE

Clause 18. 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 Village Hall 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 in the village of Little Easton and on the Village Hall 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 any other necessary consents surrender their leasehold interest in the Village Hall. All moneys belonging to the Village Hall 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 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 monies 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**

Clause 19. Within the limits prescribed by this deed the committee may from time to time make and alter rules for the management of the Village Hall and in particular with reference to :-

- (a) The terms and conditions upon which the Village Hall may be used by persons or bodies other than the committee for the purposes specified in this deed and the sums (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 the members for the time being

SIGNED and DELIVERED as a Deed )  
 by GORDON ANDREW MURRAY )  
 as the Chairman of the Council the day )  
 and year first before written )



?  
Frank  
Pimm

EVELYN MAY ROWE  
 4 Butchers Pasture  
 LT. EASTON  
 DUNMOW  
 Essex CM6 247 12  
 School Secretary

E. M. Rowe

SIGNED and DELIVERED as a Deed )

by SHIRLEY ANN HOLDEN )

*S Holden*

as the Clerk of the Council the day and )

year first before written )

*W. M. Rowe* EVELYN MAY ROWE

E. M. Rowe.

*W. M. Rowe*

4 BUTCHERS PASTURE  
LT. EASTON  
DUNMOW  
ESSEX CM6 2HT

*Secretary*

School Secretary.