

Arkenstall Village Centre

(Arkenstall's Centre: Registered Charity No. 300394)

7 Station Road, Haddenham, Ely, Cambs CB6 3XD

Transcription of Conveyance and Trust Deed dated 12th July 1971

(Amendments in **bold** dated 16th May 2017)

THIS CONVEYANCE and TRUST DEED is made the Twelfth day of July One Thousand Nine Hundred and Seventy One BETWEEN THE OFFICIAL CUSTODIAN FOR CHARITIES (hereinafter called "the Official Custodian") of the first part JOHN SANDERSON LONG of St. Botolphs Rectory Somerfield in the County of Cambridge and Isle of Ely BENJAMIN GEORGE BURTON FOX of The Vicarage Church Land Haddenham in the said County KENNETH HANDLEY METCALF of 13 Aldreth Road Haddenham aforesaid JESSIE FFARINGDON TEBBITT of De Freville Avenue Cambridge JACK WESLEY HUDSON of 11 Station Road Haddenham aforesaid DICK BURKITT of 39 Hop Row Haddenham aforesaid STEPHEN HART TARRY of Glebe Farm Brinkley Newmarket in the County of Suffolk DAVID GEORGE FAIRCHILD of 84 Hill Row Haddenham aforesaid ARTHUR NORMAN of 47 Aldreth Road Haddenham aforesaid ROBERT HUGH NORMAN of 33 Aldreth Road Haddenham aforesaid IVOR WRIGHT of 20 Hill Row Haddenham aforesaid and MABEL DEMAINE of 5 Hop Row Haddenham aforesaid (hereinafter called "the Trustees") being all the Trustees of the Charity known as ROBERT ARKENSTALL'S EDUCATIONAL FOUNDATION (hereinafter called "the Original Charity") of the second part and THE PARISH COUNCIL OF HADDENHAM in the County of Cambridgeshire (hereinafter called "the Council" which expression shall where the context so admits include the Council's successors in title) of the other part _____

WHEREAS :--

(1) The property hereinafter described forms part of the property of the original Charity which is and has been occupied for the purposes of the original Charity _____

(2) By a scheme made by the Minister of Education under the Charitable Trusts Acts 1925 to 1953 on the Tenth day of July One Thousand Nine Hundred and Fifty Eight the said property was vested in the Official Custodian for an estate in fee simple in possession in trust for the Original Charity _____

(3) By an order made by the Secretary of State for Education and Science under Section 29 of the Charities Act 1960 on the Eighteenth day of February One Thousand Nine Hundred and Seventy One the Trustees were authorised within two years from the date thereof to sell the said property for not less than TWO THOUSAND POUNDS _____

(4) The Trustees have agreed with the Council to sell the said property to it at the price of TWO THOUSAND POUNDS and the Trustees have agreed to convey the said property to the Council in manner and upon the trust hereinafter appearing _____

(5) This Deed has been approved and ordered to be executed by a resolution duly passed as a duly constituted meeting of the Trustees and is intended to be executed by two of the Trustees upon whom the Trustees acting under Section 34 of the Charities Act 1960 have conferred a general authority to execute in the names and on behalf of the Trustees all assurances and other deeds and instruments _____

AVC: Transcription of Conveyance and Trust Deed

Status: Final

Date: Transcribed 10 February 2017 with amendments 16 May 2017

NOW THE DEED WITNESSETH as follows :--

1. The Interpretation Act 1889 applies for the interpretation of this Deed as it applies for the interpretation of an Act of Parliament _____
2. The Council is the Trustee of the Arkenstall's Centre (hereinafter called "the Charity") **[The Charity is also known as "Arkenstall Village Centre"]** _____
3. In pursuance of the said agreement and in consideration of the sum of TWO THOUSAND POUNDS paid by the Council to the Trustees (the receipt whereof the Trustees hereby acknowledge) the Trustees in the name and on behalf of the Official Custodian convey and as Trustees convey and confirm unto the Council ALL THAT piece or parcel of land situate at Haddenham in the County of Cambridge as the same has a frontage to Station Road Haddenham aforesaid of 120 feet or thereabouts which piece or parcel of land is more particularly delineated and described in the plan annexed hereto and thereon coloured Red together with buildings erected and to be erected thereon TO HOLD the same unto the Council in fee simple upon the Trusts and subject to the powers and provisions set out in the First Schedule hereto _____
4. 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 FIVE THOUSAND FIVE HUNDRED POUNDS _____

IN WITNESS whereof the said IVOR WRIGHT of 20 Hill Row Haddenham in the County of Cambridge and Isle of Ely and ARTHUR NORMAN of 25 Aldreth Road Haddenham aforesaid in pursuance of Section 34 of the Charities Act 1960 and in the name and [on behalf of all the Trustees] hereunto set their respective hands and seals and STANLEY DAWSON and MICHAEL EWART DELANOY two members of the Council have pursuant to a resolution of the Council passed on the Eighteenth day of March One Thousand Nine Hundred and Seventy One hereunto set their hands and seals the day and year the first before written _____

FIRST SCHEDULE above referred to

Clause 1 VILLAGE HALL TRUSTS

- (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 the Parish of Haddenham in the County of Cambridge (hereinafter called "the area of benefit") without distinction of politics 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 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 the Committee of Management hereinafter described

Clause 2 CUSTODIAN TRUSTEE

The Parish Council of Haddenham aforesaid shall be the Custodian Trustee of the Charity and the provisions of sub-section (2) of Section 4 of the Public Trustee Act 1906 shall apply to the said Council and to the committee respectively in like manner as they apply to the Public Trustee and managing Trustees

Clause 3 COMMITTEE OF MANAGEMENT

- (1) Except as hereinafter in this clause provided the Committee shall consist of eight elected members and twenty thirty-six representatives and may include not more than six 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) a. One representative member shall be appointed by each of the organisations listed in the Second Schedule hereto

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

While recognised as such, a Representative Organisation shall be entitled to such rights and privileges and use of the Premises as is permitted by the Committee and consistent with the

Charity Deeds, and General Regulations of the Charity provided that the Representative Organisation has a Representative Member who has attended at least 50% of the duly constituted meetings of the Committee which he or she has been eligible to attend, and that the Representative Organisation provides at least one volunteer helper for at least one designated event organised by the Charity in each calendar year.

- (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 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 meeting or to fill a casual vacancy on the day on which notification of his appointment is received by the Secretary
- (c) in the case of co—opted members from the date of their co-option
- (6) All **elected and co-opted** members 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 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 a representative member of the committee in the same manner as if such organisation 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 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 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 Charity Commissioners or the Secretary of State for Education and Science (hereinafter called "the Secretary of State")

Clause 4 FAILURE TO APPOINT

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

Clause 5 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 6 DETERMINATION OF MEMBERSHIP

Except in special circumstances with the approval in writing of the Charity Commissioners or the Secretary of State 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

Clause 7 DETERMINATION OF MEMBERSHIP

Any member who is adjudged bankrupt or 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 **The committee shall have power to expel any member who shall offend against the rules of the Charity or whose conduct shall in the opinion of the committee render him or her unfit for membership of the Charity.**

Clause 8 MEETINGS OF THE COMMITTEE

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

Clause 9 CHAIRMAN AND VICE CHAIRMAN OF THE COMMITTEE

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 its number to be vice-chairman. The chairman and vice-chairman ~~shall continue in office until their respective successors are elected~~ **be eligible for re-election for no more than three consecutive terms.**

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 10 VOTING IN COMMITTEE

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

Clause 11 ANNUAL GENERAL MEETING

- (1) There shall be an annual general meeting in connection with the Charity which shall be held in the month of **May** in each year or 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 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 Charity for the preceding year

Clause 12 REPAIRS AND INSURANCE

The committee shall cause all the buildings and other property of the Charity at all times to be kept in repair and sufficiently insured against fire theft public liability and other insurable risks

Clause 13 APPLICATION OF INCOME

After satisfying its obligations under clause 12 hereof the committee shall as and when it thinks fit apply the net yearly income for the purposes of the Charity

Clause 14 SURPLUS CASH

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 or the Secretary of State) be invested

Clause 15 FURTHER ENDOWMENTS

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

Clause 16 MINUTES AND ACCOUNTS

The committee shall provide and keep a minute book and books of accounts **in paper and digital formats** All proper statements of account in relation to the Charity shall in each year as prescribed by ~~section 32 of the Charities Act 1960~~ **the most recent relevant Charities Act** and copies thereof shall be sent to the Parish Council of Haddenham aforesaid

Clause 17 MORTGAGES AND CHARGES

The committee may with the consent of the Charity Commissioners or the Secretary of State 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

Clause 18 LETTING OR SALE

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 I it shall call a meeting of the inhabitants of the age of eighteen years 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 committee may with the consent of the Charity Commissioners or the Secretary of State 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 shall permit or towards such other charitable purposes or objects for the benefit of the inhabitants for the area of benefit as may be approved by the Charity Commissioners or the Secretary of State 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

Clause 19 RULES

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, treasurer and such other unpaid officers as the Committee may consider necessary and the fixing of their respective terms of office;**

- (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

Clause 20 NOTIFICATION OF CONSTITUTION

No alteration or addition to this Constitution shall be made except by a resolution carried by a majority of the Committee at a General Meeting.

Clause 21 RESPONSIBILITY FOR MEMBERSHIP

The Committee shall have power to expel any Member who shall offend against the rules of the Charity or whose conduct shall in the opinion of the Committee render him or her unfit for membership of the Charity.

Clause 22 HIRE

The Premises shall be made available for hire in accordance with:

- a. **the Objects of the Charity ;**
 - b. **the Standard Conditions Of Hire and the Hire Charges;**
- and**
- c. **the conditions of any Premises Licence which may from time to time be issued or varied by the responsible governmental authority.**

SECOND SCHEDULE above referred to

Organisations represented on the Committee

Aldreth Baptist Church	Guides
Arkenstall's Trust	Mothers Group
Badminton Club	Nursing Guild
Baptist Chapel	Old Time Dancing
Blood Donors	Over 60's
Bowls Club	Parish Church
British Legion	Parish Council
Brownies	Poor Land Trust
C.E.M.S.	Scouts and Cubs
Conservative Club	Sports & Social Club
Cricket Club	Workers Educational Ass.

Elizabeth March Charity Women's Institute
Friends of Haddenham Young Farmers Club

SIGNED SEALED AND DELIVERED by the

Said *Ivor wright*

In the presence of:-

WV Hubbard

Linden Lea

Froize End

Haddenham

Occupation: Clerk to the Robert Arkenstall Educational Foundation

SIGNED SEALED AND DELIVERED by the

Said *Arthur Norman*

In the presence of:-

WV Hubbard

Linden Lea

Froize End

Haddenham

Occupation: Clerk to the Robert Arkenstall Educational Foundation

SIGNED SEALED AND DELIVERED by the

Said *Stanley Dawson*

In the presence of:-

Charles F Bester

26 High Street

Haddenham

Occupation: Clerk to the Parish Council

SIGNED SEALED AND DELIVERED by the

Said *Michael Ewart Delanoy*

In the presence of:-

Charles F Bester

26 High Street

Haddenham

Occupation: Clerk to the Parish Council