

Berdall & Sons Ely 3

PD  
7  
19:7-71  
C 41302  
INLAND REVENUE  
FINANCE ACT. 1931



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 Cambridge (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 at 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

N O W THIS 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")

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

I N W I T N E S S 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 the Official Custodian and also of the Trustees have

DENNIS A. ADA  
CHARTERED ARCHT



ARKENSTA

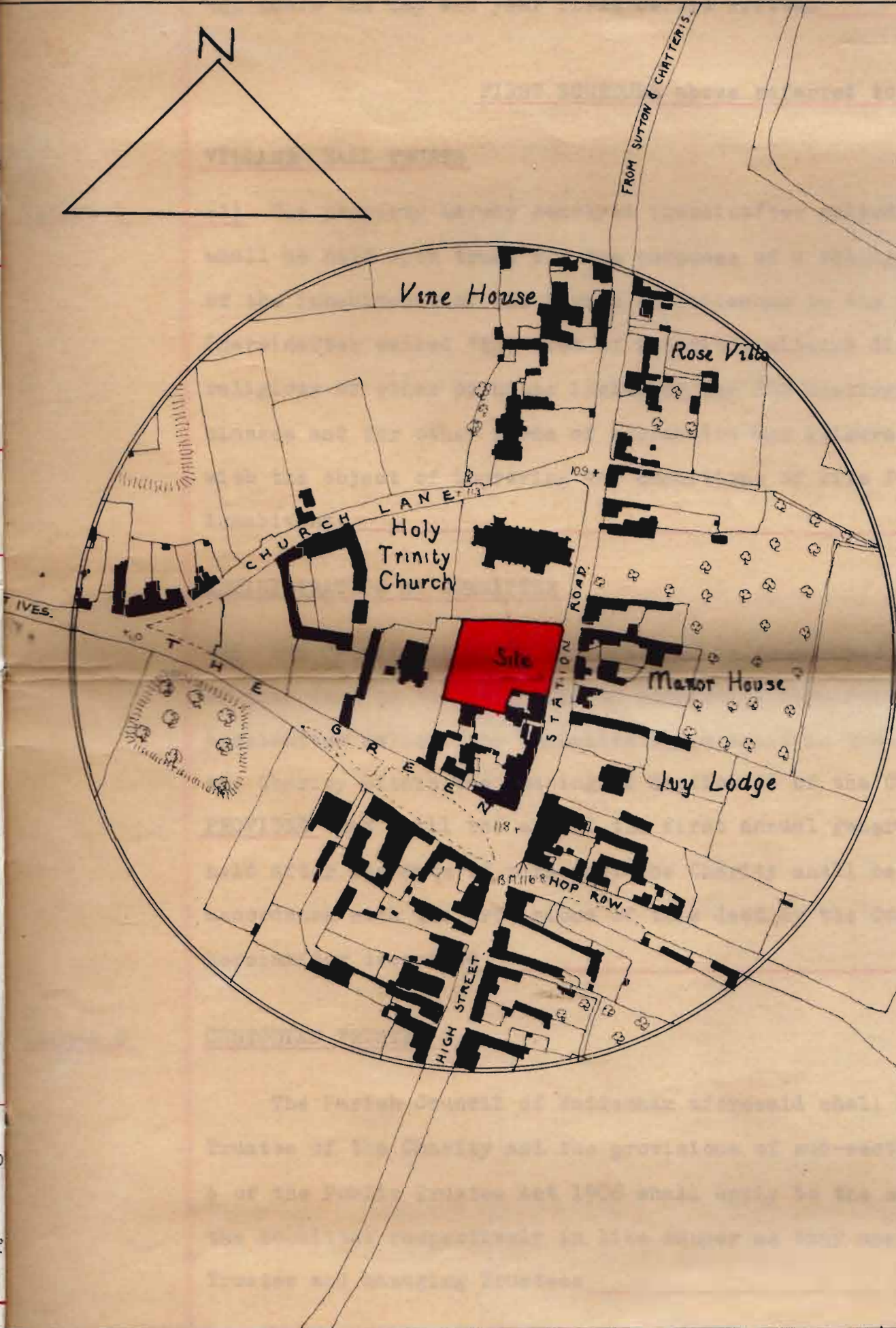
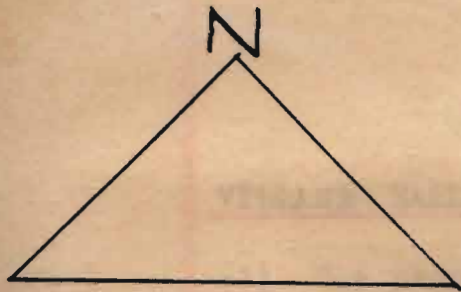
STATION ROA

hereunto set their respective hands and seals and STANLEY DAWSON  
and MICHAEL EWART DELANOY two members of the Council have

**DENNIS A. ADAMS, A.R.I.B.A.**

CHARTERED ARCHITECT. SURVEYOR

High Street Passage,  
ELY, Cambridgeshire  
0353-2516



**ARKENSTALL HALL.**

Scale 1:2500.

Traced from  
O.S.S. 29/7  
1902 edition.

Sept. '7c  
Date

by *[Signature]*

**STATION ROAD, HADDENHAM, CAMBS.**

2027-6  
Rev.

by

consist of eight elected members and twenty six representative members  
and may include not more than six co-opted members

the said property  
tees have agreed

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 first before written \_\_\_\_\_

FIRST SCHEDULE above referred to

VILLAGE HALL TRUSTS

Clause 1

(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 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 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 \_\_\_\_\_

COMMITTEE OF MANAGEMENT

Clause 3

(1) Except as hereinafter in this clause provided the Committee shall consist of eight elected members and twenty six representative members and may include not more than six co-opted members \_\_\_\_\_

ddenham  
and in the name and  
ustees have

(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) 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

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

Clause 4

(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

Clause 5

(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

Clause 6

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

Clause 7

(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

Clause 8

under sub-clause  
elected at the ann

each of the

noted not more than  
that an organisatio  
such meeting shall  
Each organisatio  
of its represen-

stituted meeting

(8) of this clause

annual general

before the annual  
g or in the case  
meeting or to

of his appointmen

their co-option

office together at  
date on which they  
ointed

on on the committee  
organisation operating  
ation supported

votes of a

rs of the committee  
ember of the

had been named in

tee shall cause  
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").

#### FAILURE TO APPOINT

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

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 CHARITY

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.

#### DETERMINATION OF MEMBERSHIP

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

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

Clause 4

Clause 5

Clause 6

Clause 7

Clause 8

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 that 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 Charity which shall be held in the month of \_\_\_\_\_ 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 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.

Clause 12

Clause 13

Clause 14

Clause 15

Clause 16

Clause 17

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

#### 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

#### 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

#### 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

#### 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

#### MINUTES AND ACCOUNTS

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 Haddenham aforesaid

#### 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

Clause 12

Clause 13

Clause 14

Clause 15

Clause 16

Clause 17



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

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 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 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

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 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

SIGNED SEALED

said

in the presence

Witness

Address

Occupation

SIGNED SEALED

said

in the presence

Witness

Address

Occupation

(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

SECOND SCHEDULE above referred to

Organisations represented on the Committee

- |                         |                          |
|-------------------------|--------------------------|
| Aldreth Baptist Chapel  | 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                | Poors 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*

*Ivor Wright*

in the presence of :-

Witness  
Address

*W. Stubbard  
Linden Lea  
Forge End  
Haddenham*

Occupation

*Clerk to Robert Arkenstall's Educational Foundation*

SIGNED SEALED AND DELIVERED by the )

said

*Arthur Norman*

*Arthur Norman*

in the presence of :-

Witness  
Address

*W. Stubbard  
Linden Lea  
Forge End  
Haddenham*

Occupation

*Clerk to Robert Arkenstall's Educational Foundation*

SIGNED SEALED AND DELIVERED by the )  
said STANLEY DAWSON in the )  
presence of :- )

Witness: Charles F. Bester.  
Address: 26 High Street  
Haddenham  
Clerk to the Parish Council  
Occupation

*Stanley Dawson*  
X

SIGNED SEALED AND DELIVERED by the )  
said MICHAEL EWART DELANOY in )  
the presence of :- )

Witness: Charles F. Bester  
Address: 26 High Street  
Haddenham  
Clerk to the Parish Council  
Occupation

*M. E. Delaney*  
M. E. Delaney.  
X