

THIS CONVEYANCE is made the *Twenty*  
*and* *eight* day of *April* One  
thousand nine hundred and sixty *one* BETWEEN THE PARISH COUNCIL of the Parish of  
High Halstow in the County of Kent in its capacity as Trustee of the Recreation  
Ground hereinafter mentioned (hereinafter called "the Vendor") of the one part and  
THE PARISH COUNCIL of the Parish of High Halstow aforesaid in its capacity as  
Custodian Trustee of the Village Hall hereinafter mentioned (hereinafter called "the  
Trustee") of the other part

WHEREAS:-

- (1) By a Conveyance dated the Twenty fourth day of January One thousand nine hundred and forty five and made between Ernest Harold Harrison of the one part and the Vendor of the other part the property hereinafter described was (with other land) conveyed to the Vendor by way of gift for use as a recreation ground
- (2) It has been agreed by and between the parties hereto that a village hall should be erected on the piece of land hereby conveyed and the said Ernest Harold Harrison has signified his consent to such agreement
- (3) The Vendor has agreed to sell to the Trustee the said property and the fee simple thereof free from incumbrances at the price of One pound but subject to the approval of the Minister of Education and the Minister has by Order dated the *Sixty one* Twenty third day of February One thousand nine hundred and sixty signified his consent to the sale
- (4) The Trustee has requested the Vendor to convey the said property in manner and upon the trusts hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said agreement and in consideration of the sum of One pound paid by the Trustee to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby conveys unto the Trustee ALL THAT piece or parcel of land situate in the Parish of High Halstow in the County of Kent as more particularly delineated and described in the plan attached hereto and thereon coloured pink TOGETHER with the village hall or building erected or to be erected thereon TOGETHER with such right of access to and egress from the property over the adjoining land of the Vendor as may be necessary TO HOLD unto the Trustee in fee simple upon the trusts and subject to the powers and provisions set out in the First Schedule hereto
2. THE Vendor hereby acknowledges the Trustee's right to production and delivery of copies of the documents set out in the Third Schedule hereto
3. 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 aggregate amount or value of the consideration exceeds Three thousand five hundred pounds

IN WITNESS whereof Thomas Linton Dann of Studland Hoo Kent

and Albert George Winder of 13 Harrison Drive High Halstow  
and Charles Leonard Lacey The Old Forge House High Halstow  
have for and on behalf of the Vendor and the Trustee set their hands and seals the day and year first above written

THE FIRST SCHEDULE before referred to:-

Clause 1:

VILLAGE HALL

(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 High Halstow and the neighbourhood (hereinafter called "the area of benefit") without distinction of sex or of political, religious or other opinions, and in particular for 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

(2) The Charity hereby created (hereinafter called "the Foundation") shall, except as in this Deed provided, be administered in conformity with the provisions of this Deed under the title of the High Halstow Village Hall by the Committee of Management hereinafter constituted, who shall be the administering trustees thereof

(3) Until the end of the first Annual General Meeting to be held after the execution of this Deed the Foundation shall be administered by High Halstow Parish Council

Clause 2:

THE CUSTODIAN TRUSTEE

The High Halstow Parish Council shall be the custodian trustee of the Foundation 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) The Committee of Management (hereinafter called the "Committee") shall consist of Elected and Representative Members and may include Co-opted Members

(2) (Five) Elected Members of the Committee (other than those appointed under Clause 5 to fill casual vacancies) shall be elected at the Annual General Meeting to be held as in this Deed provided for a term of office commencing at the end of the Annual General Meeting at which they are elected and expiring at the end of the Annual General Meeting in the following year

(3) (Six) Representative Members of the Committee shall be appointed by such appointing organisations as are set out in the Second Schedule the Parish Council having power to appoint two representative members and the remaining organisations having power to appoint one representative each and their names shall be notified by

each appointing organisation to the Secretary of the Committee. They shall, except in the case of such members appointed to fill casual vacancies, be appointed before the Annual General Meeting in any year for a term of office commencing at the end of the Annual General Meeting next after their appointment and expiring at the end of the Annual General Meeting in the following year

(4) The Committee shall have power to co-opt not more than three members to hold office until the end of the Annual General Meeting following their co-option

(5) Any competent member of the Committee may be re-appointed or re-elected

Clause 4: ADDITIONAL MEMBERS

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 specified in the Second Schedule to this Deed

Provided that no such resolution of the Committee shall be effective until it has been approved in writing by the Minister of Education

Clause 5: CASUAL VACANCIES

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 in the office of Representative Member by the proper appointing organisation

A Member appointed to fill a casual vacancy shall hold office only for the unexpired term of office of the Member in whose place he is appointed

Clause 6: 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

Clause 7: 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 8: MEMBERS NOT TO BE PERSONALLY INTERESTED IN THE FOUNDATION

Except with the approval in writing of the Minister of Education, no Member of the Committee or his or her spouse, shall take or hold any interest in any property belonging to the Foundation, 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 Foundation

Clause 9: 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

Clause 10: MEETINGS OF COMMITTEE

The Committee shall hold at least two ordinary meetings in each year and may hold such other ordinary meetings as may be required. 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 11: CHAIRMAN AND VICE-CHAIRMAN

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 successors are respectively 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

Clause 12: VOTING

Every matter shall (except as in this Deed provided) be determined by the majority of the Members 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 13: ANNUAL GENERAL MEETING

(1) There shall be an Annual General Meeting in connection with the Foundation which shall be held in the month of April 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 Council 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 seven 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 Committee shall 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

(5) The Committee shall present to each Annual General Meeting the report and accounts of the Foundation for the preceding year

Clause 14: APPLICATION OF INCOME

After payment of any expenses of administration, the net income of the Foundation shall be applied by the Committee in one or other or both of the following ways:

- (a) In the maintenance, upkeep and insurance of the Trust Property and the payment of rates, taxes and other expenses in connection therewith and its use for the purposes specified in this Deed;
- (b) In otherwise furthering the purposes specified in this Deed

Clause 15: REPAIRS AND INSURANCE

The Committee shall keep in repair and insure against fire, burglary, public liability and other insurable risks, all the buildings of the Foundation not required to be kept in repair and insured by the lessees or tenants thereof

Clause 16: SURPLUS CASH

Any sum of cash at any time belonging to the Foundation and not needed as a balance for working purposes shall (unless otherwise directed by the Minister of Education) be treated as capital and invested

Clause 17: FURTHER ENDOWMENTS

The Committee may receive any additional donations or endowments for the general purposes of the Foundation

Clause 18: MINUTES AND ACCOUNTS

The Committee shall provide and keep a minute book and books of account. All proper accounts in relation to the Foundation shall in each year be prepared and made out, and copies sent to the Parish Council of any parish within the area of benefit or to the Chairman of the Parish Meeting of any such parish where there is no Parish Council and (on demand) to the Minister of Education

Clause 19: USE BY OTHER BODIES OR PERSONS

(1) Subject and without prejudice to any use by the Committee for the purposes specified in this Deed, the Trust Property may be used, in accordance with any rules, made by the Committee under Clause 22 for the said purposes by such bodies or persons as the Committee determine free of rent but subject to a payment in respect of the expenses of and incidental to the maintenance and use of the Hall, and otherwise upon such terms as may be agreed

(2) The Committee may from time to time permit the Trust Property to be used otherwise than for the purposes specified in this Deed, subject to a payment sufficient at least to defray the expenses incidental to the use in each case, but so as not substantially to interfere with its use for the said purposes

Clause 20: MORTGAGES AND CHARGES

The Committee may with the consent of the Minister of Education 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 repay in whole or in part and from time to time any existing mortgage or charge on the Trust Property

Clause 21:

#### LIQUIDATION

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 a majority of such inhabitants present at such Meeting and voting the Committee may with the consent of the Minister of Education 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 will 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 Minister of Education and meanwhile such moneys shall be invested in the name of the Official Trustees of Charitable Funds 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 for any purpose for which the income of the Trust Property may properly be applied

Clause 22:

#### RULES AND REGULATIONS

Within the limits prescribed by this Deed the Committee from time to time may make and alter rules and regulations for the conduct of their business and for the summoning and conduct of their meetings, the deposit of money at a proper bank, the custody of documents, and in particular with reference to:-

- (a) The terms and conditions upon which the Trust Property may be used in accordance with the provisions of this Deed and the sum (if any) to be paid for such use;
- (b) The appointment as Secretary (to hold office at their pleasure) of one of themselves without remuneration or some other fit person at such remuneration as the Committee may determine;
- (c) The appointment of an Auditor, Treasurer, and such other

unpaid officers as they may consider necessary and the fixing of their respective terms of office;

- (d) The engagement and dismissal of such paid officers and servants as the Committee may consider necessary; and
- (e) The number of Members who shall form a quorum at meetings of the Committee; provided that the number of Members who shall form a quorum shall never be less than one-third of the total number of the Members for the time being

**Clause 23:**

**QUESTIONS UNDER DEED**

Any question as to the construction of this Deed, or as to the regularity or the validity of any acts done or about to be done under this Deed, shall be determined conclusively by the Minister of Education, upon such application made to him for the purpose as he thinks sufficient

**Clause 24:**

**INTERPRETATION**

The Interpretation Act 1889 applies to the interpretation of this Deed as it applies to an Act of Parliament

**THE SECOND SCHEDULE before referred to:-**

**Organisations**

- Parish Council
- Womens' Institute
- Parochial Church Council
- Womens' Co-operative Guild
- Sports Clubs

**THE THIRD SCHEDULE before referred to:-**

<u>Date</u>	<u>Document</u>	<u>Parties</u>
3rd February 1887	Conveyance	1. Ecclesiastical Commissioners for England.
26th October 1920	Statutory Declaration	2. Sir George Fringle Alfred Osenton
11th November 1920		1. Revd. Thomas William Longfield 2. Ecclesiastical Commissioners for England 3. Revd. Thomas William Longfield 4. Isaac Chapman
24th January 1945	Conveyance	1. Ernest Harold Harrison 2. Parish Council of High Halstow

SIGNED SEALED AND DELIVERED )  
by the said Thomas Linton Dann ) T. Linton Dann LS  
and Albert George Winder ) A. G. Winder LS  
in the presence of:-

Doris H. Archer,  
Thames Avenue,  
High Halstow

Housewife

SIGNED SEALED AND DELIVERED )  
by the said Charles Leonard Lacey ) C. L. Lacey LS  
in the presence of:-

J. D. Cuthbertson,  
The Rectory,  
High Halstow,

Clerk in Holy Orders

WE, BASSET AND BOUCHER Solicitors of 156 High Street Rochester Kent HEREBY CERTIFY that this is a true and exact copy of an original Conveyance dated the 28th day of April 1960 and made between The Parish Council of the Parish of High Halstow in the County of Kent in its capacity as Trustee of the Recreation Ground of the one part and The Parish Council of the Parish of High Halstow aforesaid in its capacity as Custodian Trustee of the Village Hall of the other part

Signed.....  
*B. J. Bouché*

DATED 28th April 1960.

THE HIGH HALSTOW PARISH  
COUNCIL

- to -

THE TRUSTEES OF THE HIGH  
HALSTOW VILLAGE HALL.

Certified Copy/

C C N V E Y A N C E

relating to land forming the site of Village  
Hall situate at High Halstow in the County  
of Kent.



# PLAN "A"

