

BONSALL VILLAGE HALL

Copy/

TRUST DEED

re establishment and maintenance of
Village Hall at Bonsall in the
County of Derby.

Lynn & Lynn, Matlock.

Stamp 10/-

THIS TRUST DEED is made the 25th day of March 1950 by KATE AMELIA ALLSOP of Slaley Hall Bonsall in the County of Derby Wife of Howard Vincent Shaw Allsop Gentleman HENRY LONGBOTTON WESTERMAN of Bonsall aforesaid Retired Grocer and FREDERICK JOHN HUNTING of Bonsall aforesaid Schoolmaster (hereinafter called the Trustees which expression shall include the survivors or survivor of them or other the trustees for the time being of this Deed) WHEREAS:-

(1) The Trustees hold the sum of £300 which has been raised by various means in the Parish of Bonsall in the County of Derby for the establishment and maintenance of a village hall

(2) The Trustees are desirous of declaring the trusts of the said sum of £300

NOW THIS DEED WITNESSETH as follows:-

1. THE Trustees shall hold the said property and all land moneys and chattels which may hereafter be given or acquired for the general purposes of the said Village Hall or which may be received by the Trustees hereunder (all which land moneys and chattels are hereinafter included in the expression "the Trust Fund") UPON TRUST to apply the whole or any part of the Trust Fund in acquiring by purchase or on lease or otherwise any freehold or leasehold property as a site of a Village Hall and in erecting any building on such site and in fitting up the same as the Trustees may think desirable for the purpose of the Village Hall
2. ANY property acquired under the last preceding clause hereof (hereinafter called "the Trust Premises") shall be conveyed or devised to or otherwise vested in the Trustees or such other persons as they shall from time to time direct to be held UPON TRUST for the purposes of physical and mental training and recreation and social moral and intellectual development through the medium of reading and recreation rooms library lectures classes recreations and entertainments or otherwise as may be found expedient for the benefit of the inhabitants of the Parish of Bonsall in the County of Derby and its immediate vicinity without distinction of sex or of political religious or other opinions subject to the provisions of these presents.
3. THE general management and control of the Trust Premises and the arrangements for their use shall be vested in a Committee of Management

(hereinafter called "the Committee") consisting of not more than 8 members (exclusive of members co-opted under the power hereinafter contained) of whom 8 shall be elected at the first general meeting referred to in Clause 4 hereof in the first instance and on each subsequent appointment of members at the Annual General Meeting. The organisations mentioned in the second column of the Schedule hereto shall each have the right to appoint one member of the Committee both in the first instance and on the occasion of each annual appointment of members. The persons whose names appear in the first column of the Schedule hereto have been appointed by the organisations mentioned opposite their respective names in the second column of that Schedule and shall together with the members elected at the first General Meeting as aforesaid be the first members of the Committee. Until the first General Meeting has been held the persons named in the first column of the Schedule shall have power to act. In addition to the members of the Committee appointed and elected as above the Committee shall have the power to co-opt not more than 3 members to represent interests in the said Parish not represented by any organisation.

4. THERE shall be an Annual General Meeting to be convened by the Committee in the month of April in each year the first of such meetings (herein called "the First General Meeting") to be convened in the month of April 1950 by one week's notice to be affixed to some conspicuous part of the Trust Premises or other conspicuous place or places in the Parish of the inhabitants of the age of 18 years or upwards of either sex of the Parish of Bonsall for the purpose of receiving the Report and Accounts of the Committee and for accepting the resignations of members of the Committee and for the purpose of electing 8 members under Clause 3 hereof and for taking such action as it may decide under Clause 8 hereof provided nevertheless that if in any ~~xxxxx~~ year an Annual General Meeting shall not be convened and held in the month of April the Annual General Meeting for that year shall be held as soon as practicable after the month of April and such meeting shall be convened by such persons as shall be nominated for the purpose by the Minister of Education.

5. A casual vacancy arising from the death or resignation or removal of an appointed Member of the Committee shall be filled by the organisation by which such member shall have been appointed and the person so appointed shall retire at the time when the vacating member would have retired. In the event of a vacancy arising through the death resignation or removal of a Member of the Committee elected by the Annual General Meeting the Committee shall have the power to fill such vacancy until the next Annual General Meeting.

6. ALL Members of the Committee shall retire annually at the Annual General Meeting Every organisation entitled to appoint a member of the Committee to take the place of a member retiring at an annual General Meeting shall make the appointment at any time within one month before the Annual General Meeting at which the retiring member of the Committee shall retire.

7. IN the event of any other organisation being formed in the said Parish with aims of a social recreational or educational character not inconsistent with those upon which the Trust Premises are held hereunder the Committee shall have power by a Resolution of the Committee passed at a meeting at which not less than 2/3rds of all the members of the Committee vote in favour of the Resolution to allow such new organisation to appoint an additional member of the Committee in the same manner as if such new organisation had been mentioned in the second column of the Schedule hereto and for this purpose the total number of members of the Committee as provided for in Clause 3 hereof may be increased but no such Resolution shall be effective until it has been approved by an Order of the Minister of Education.

8. IF any organisation entitled to appoint a member of the Committee ceases to exist or fails to make an appointment in manner aforesaid before the Annual General Meeting in any year the Annual General Meeting shall decide in what way if at all the vacancy shall be filled.

9. THE proceedings of the Committee shall not be invalidated by any vacancy amongst its members or by any defect in the appointment or qualification of any member.

10. THE Committee may from time to time make and alter Rules and Regulations for the conduct of its business and for the summoning conduct and recording in a Minute book of its meetings and in particular with reference to :

(a) The terms and conditions upon which the Trust Premises may be used for entertainments meetings social gatherings and other purposes and the sum (if any) to be paid for such use.

(b) The appointment of an Auditor Treasurer and such other unpaid officers as it may consider necessary and the fixing of their respective terms of office.

(c) The engagement and dismissal of such paid officers and servants for the Trust Premises as it may consider necessary.

(d) The number of members who shall form a quorum at its meetings provided that the number of members who shall form a quorum shall never be less than a 3rd of the total number of members of the Committee.

11. ALL payments in respect of the use of the Trust Premises and all donations for the benefit thereof shall be paid into a Trust Account at the Westminster Bank Limited at Matlock Bath or at such other Bank as shall from time to time be substituted therefor by the Committee any such substitution to be endorsed upon this Trust Deed together with a copy of the resolution relating thereto.

12. THE moneys standing to the credit of the said account shall be applied as the Committee shall decide in repairing and insuring the Trust Premises or the furniture and effects therein and in paying all rent (if any) rates taxes salaries of paid officers and servants and other outgoings and in providing furniture games books newspapers periodicals and other literature and means of recreation and otherwise for the upkeep and improvement of the Trust Premises.

13. THE Committee shall provide the Trustees with sufficient funds to meet all such expenditure (if any) in connection with the Trust Premises as the Trustees may be liable for and shall keep the Trustees indemnified against all liability (if any) in respect thereof.

14. THE Committee may upon the vote of majority of its members and (when necessary) 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 Premises 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 said premises.

15. IF the Committee by a majority decides at any time that on the ground of expense or otherwise it is necessary or advisable to discontinue the 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 18 years or upwards of the Parish of Bonsall of which Meeting not less than 14 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 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 Premises 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 premises 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 Parish of Bonsall 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 ~~xxx~~ 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.

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

THE SCHEDULE above referred to.

<u>Column 1.</u>	<u>Column 11</u>
<u>Names of Representatives.</u>	<u>Organisations.</u>
	St. James's Church
	Baptist Chapel
	Wesleyan Reform Chapel
	Ratepayers' Association
	Mothers' Union

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

SIGNED SEALED and DELIVERED by)
the said Kate Amelia Allsop in)
the presence of :-)

Kate Amelia Allsop (L.S.)

Jean Martin
Slaley Hall
Bonsall
Matlock
Household duties.

SIGNED SEALED and DELIVERED by)
the said Henry Longbottom)
Westernman in the presence of :)

Henry L. Westernman (L.S.)

J.R. Bond
Managing Clerk with Lynn and Lynn
Solicitors, Matlock.

SIGNED SEALED and DELIVERED by)
said said Frederick John Hunting)
in the presence of :-)

Fredk. J. Hunting (L.S.)

Bernard A. Storey
The Studio
Dale Road,
Matlock
Teacher.