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DATED 20th October 1978

THE NORFOLK COUNTY COUNCIL

- to -

THE PARISH COUNCIL OF MULBARTON

C O N V E Y A N C E A N D T R U S T D E E D

Re: Mulbarton Village Hall

Mills & Reeve,
Norwich (JH)

INLAND REVENUE
PROCEED
22 OCT 1976
FINANCE ACT 1931

50p

THIS CONVEYANCE AND TRUST DEED is made the twentieth day of October One thousand nine hundred and seventy six BETWEEN THE NORFOLK COUNTY COUNCIL of County Hall Martineau Lane Norwich Norfolk (hereinafter called "the Vendor") of the one part and THE PARISH COUNCIL OF MULBARTON in the County of Norfolk (hereinafter called "the Council" which expression shall where the context so admits include the Council's successors in title) of the other part

WHEREAS the Vendor is seised in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances of the property hereinafter described and has agreed to sell the same to the Council at the price of Seven thousand five hundred pounds and

WHEREAS the Council has requested the Vendor to convey the said property in manner and upon the trusts hereinafter appearing

NOW 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 Mulbarton Village Hall (hereinafter called "the Charity")

3. IN pursuance of the said agreement and in consideration of the sum of Seven thousand five hundred pounds now paid by the Council to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as beneficial owner HEREBY CONVEYS unto the Council ALL THAT piece or parcel of land situate in the Parish of Mulbarton in the County of Norfolk TOGETHER WITH the buildings being formerly the Mulbarton County Primary School erected thereon as the same is for the

purpose of identification only delineated and edged red on the plans numbered 1 and 2 annexed hereto TOGETHER WITH a right to pass foul water and soil through the sewer pipes situate on the adjoining land in the approximate position shown with a green line on the said plan numbered 2 upon payment of the whole of the cost of maintenance of the said sewer pipes between the points marked C and D on the said plan numbered 2 and of half the cost of maintenance thereof between the points marked D and E causing as little damage as possible to the said adjoining land in maintaining the said sewer pipes and making good any damage so caused EXCEPT AND RESERVED unto the Vendor and its successors in title the owners and occupiers for the time being of the adjoining property edged blue on the said plan numbered 1 the following rights: (a) to draw a supply of water through the water pipes situate under the property hereby conveyed in the approximate position shown by a blue line on the said plan numbered 2 and to enter upon the property hereby conveyed for the purpose of maintaining the said water pipes and to repair the said water pipes causing as little damage as possible in so doing and making good any damage so caused and (b) of way at all times and for all purposes over and across the property hereby conveyed between the points marked A and B on the said plan numbered 2 until such time as the Vendor has obtained an easement over the adjoining land to the North and has made up the surface of the said adjoining land TO HOLD the same unto the Council in fee simple upon the trusts and subject to the powers and provisions set out in the Schedule hereto

4. THE Purchaser hereby covenants with the Vendor and its successors in title the owners and occupiers for the time being of the property edged blue on the said plan numbered 1 that the Purchaser will within three months of the granting of the easement above referred to or of the completion of the making up of the surface of the said adjoining land to the north of the property hereby conveyed (which adjoining land is hatched yellow on the said plan numbered 2) whichever event shall last occur close up the gateway at point A on the said plan numbered 2 and erect and forever thereafter maintain a chain link fence along such part of the boundary between the points A and D on the said plan numbered 2 as is not fenced

5. 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 Fifteen thousand pounds

I N W I T N E S S whereof the Vendor has caused its Common Seal to be hereunto affixed and [redacted] and [redacted] two Members of the Council have pursuant to a Resolution of the Council passed on MONDAY the TWENTIETH day of SEPTEMBER 1976 hereunto set their hands and seals the day and year first before written

THE SCHEDULE above referred to

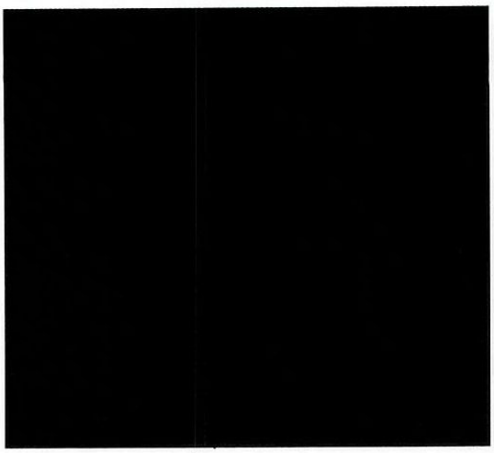
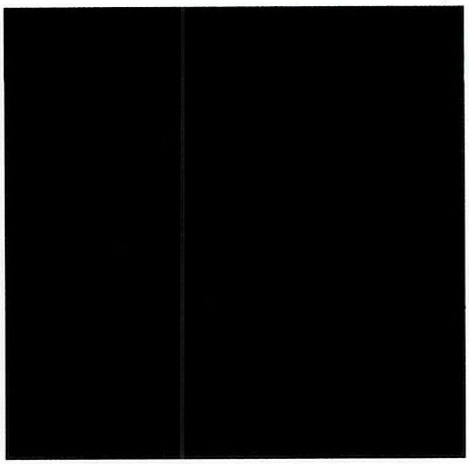
VILLAGE HALL TRUSTS

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 Mulbarton in the County of Norfolk (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 following persons:

CUSTODIAN TRUSTEE

2. The Parish Council of Mulbarton 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

3. (1) Except as hereinafter in this Clause provided the Committee shall consist of six (6) elected members and fourteen (14) representative members and may include not more than four (4) 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) One representative member shall be appointed by each of the following organisations:

1. The Mulbarton Parish Council.
2. The Mulbarton Parochial Church Council
3. The Mulbarton Church Fellowship
4. Mulbarton County Primary School Parent Teacher Association
5. Mulbarton Playgroup
6. The Mulbarton Thursday Group

7. Mulbarton Youth Club
8. The First Mulbarton Cubs
9. Mulbarton and District Women's Institute
10. The Mulbarton Keep Fit Group
11. The Mulbarton Girl Guide Movement
12. The Mulbarton Good Companions Club
13. Mulbarton Football Club
14. Mulbarton and District Angling Association

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

(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 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 General 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 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

(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

FAILURE TO APPOINT

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

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 CHARITY

6. 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

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

8. 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

CHAIRMAN AND VICE-CHAIRMAN OF THE COMMITTEE

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

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

11. (1) There shall be an Annual General Meeting in connection with the Charity which shall be held in the month of June 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 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

12. 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

13. 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

14. 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) be invested

FURTHER ENDOWMENTS

15. 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

16. 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 Mulbarton Norfolk

MORTGAGES AND CHARGES

17. The Committee may with the consent of the Charity Commissioners 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

LETTING OR SALE

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 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 three-quarters of such inhabitants present and voting at such meeting the Committee may with the consent of the Charity Commissioners 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 of the area of benefit as may be approved by the Charity Commissioners 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

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

(b) The deposit of money at a proper bank and the safe custody of documents

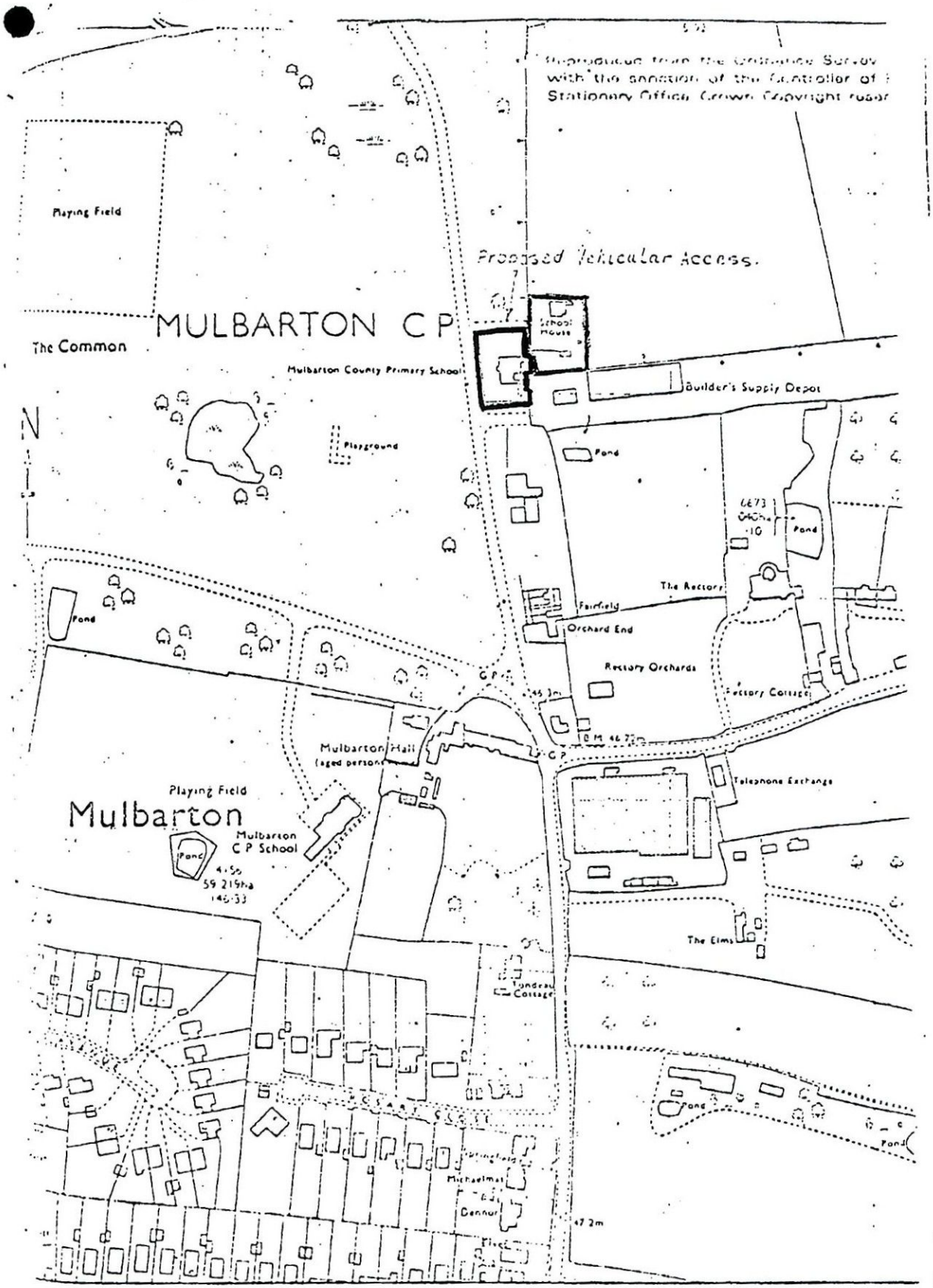
(c) The appointment of an auditor

(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

THE COMMON SEAL of THE NORFOLK COUNTY COUNCIL was hereunto affixed in the presence of:- [redacted]

SIGNED SEALED and DELIVERED by the said [redacted] and [redacted] two Members of the Council in the presence of:- [redacted]



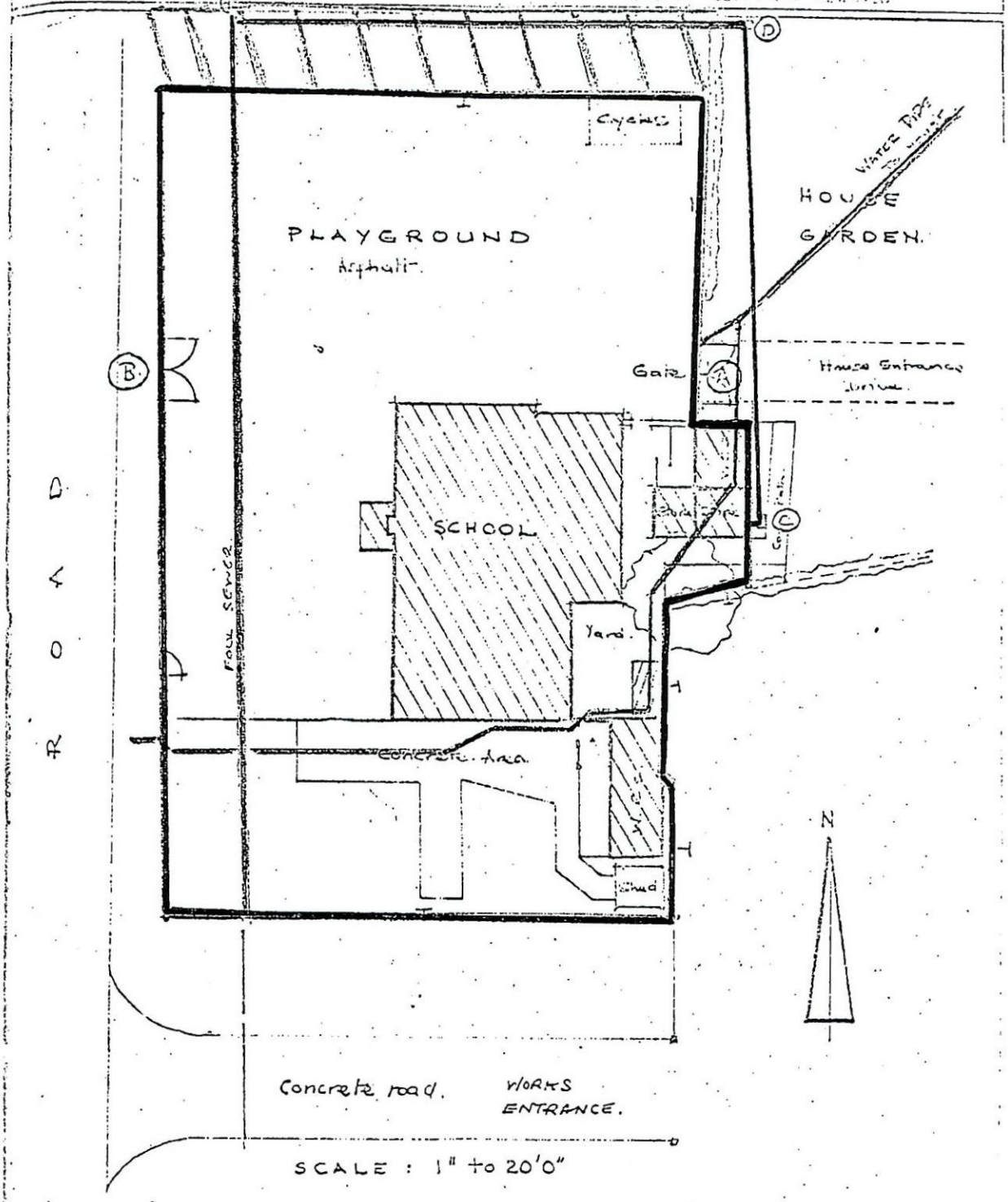
OPERTY IN THE PARISH OF MULBARTON

.e 1:2500 No 1

/ VALUER & ESTATES OFFICER, COUNTY HALL, NORWICH.

NORFOLK COUNTY COUNCIL

THIS MAP IS TAKEN FROM ORDNANCE SHEET
THE NUMBERS OF PARCELS, ACREAGES, ETC. CORRESPOND WITH THOSE SHOWN THEREON
CROWN COPYRIGHT RESERVED



DRAWING No. S/18682 TRACED BY P.R.F DATE NOV. 1972 SCALE 1" to 20'0"

MULBARTON C. P. SCHOOL

Provisional plan no 2

COUNTY ARCHITECT'S DEPT. COUNTY HALL. NORWICH. NOR. 47A