

THIS CONVEYANCE AND TRUST DEED is made the third day of August one thousand nine hundred and seventy BETWEEN ALEXANDER ALFRED MILLER of Shotover House Wheatley Oxfordshire (hereinafter called the "Vendor") of the one part and FREDERICK CHARLES EDMUND ANSON of Rotherfield London Road Wheatley PETER AUDLEY-MILLER The Mount Wheatley aforesaid and FRANK OSWALD WINDOWS of Ordbank Anson Close Wheatley aforesaid (hereinafter called "the Trustees" which expression shall where the context so admits include their successors in title) of the other part-----

WHEREAS the Vendor is seised in fee simple in possession free from incumbrances of the property hereinafter described and has agreed to sell the same to the Trustees at the price of Ten thousand pounds-----

WHEREAS the Trustees have 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 Trustees are the Trustees of The Merry Bells Village Hall (hereinafter called "the Charity")-----

3. IN pursuance of the said agreement and in consideration of the sum of Ten thousand pounds now paid by the Trustees to the vendor (the receipt whereof the vendor hereby acknowledges) the Vendor as beneficial owner hereby conveys unto the Trustees ALL THAT piece of land (hereinafter called the "property") situate in the Parish of Wheatley in the County of Oxford bounded on the north by Church Street and having a frontage of one chain and twenty eight links thereto on the south by High Street and having a frontage of one chain and twenty five links thereto TOGETHER WITH the messuage known as The Merry Bells and other buildings erected thereon or on some part thereof ALL OF WHICH piece of land is edged red on the plan annexed hereto TO HOLD the same unto the Trustees in fee simple upon the trusts and subject to the powers and provisions set out in the First Schedule hereto -----

4. THE Trustees hereby covenant with the vendor and his successors in title and assigns to the intent that the burden of the covenant shall run with and bind the property and to the further intent that the benefit of such covenant shall be attached to and enure for the benefit of each and every square yard of land (capable of being benefited) now belonging to the Vendor and/or the Trustees of the settlement made by the vendor and dated the Eighth day of May One thousand nine hundred and sixty four within a radius of three quarters of a mile in any direction from any part of the boundary of the property (hereinafter called "the specified area") that except with the previous consent in writing of the Estate

Owner such consent not to be unreasonably withheld no building erected on the property shall be used otherwise than as a Community Centre or as a centre for purposes which are beneficial to the village of Wheatley in general and no building whatever shall be used or occupied for any dwelling-house shop warehouse or other place for carrying on any trade or business whatsoever

5 IT is hereby agreed and declared:-

- (i) That nothing contained in this deed shall impose any restriction whatever upon the use of any property other than the property (and any building or erection thereon) or restrain the release or modification at any time by the Vendor or the Trustees of the said settlement or his or their respective successors in title or assigns of covenants herein contained or any covenants affecting any property other than the property or be evidence of a building scheme

- (ii) That the expression "the Estate Owner" wherever used in these presents shall where the context allows include the Vendor and every other person who shall be the owner for the time being of any land now vested in the vendor and/or the Trustees of the said Settlement and situate within the specified area and shall be either the said Alexander Alfred Miller and/or Sir Alexander Beville Gibbons Stanier Baronet and John Thomson D.L.C. or the Trustees for the time being of the said Settlement or shall be an express assignee of the benefit of the covenants or provisions wherein or in relation whereto such expression is used and the expression "the Purchasers" wherever used in these presents shall where the context so allows include the said Frederick Charles Edmund Anson Peter Audley-Miller and Frank Oswald Windows and their respective executors administrators and assigns -----

- (iii)
 - (1) If the Purchasers shall desire to sell or otherwise dispose of the property or any part thereof within a period of twenty one years from the Third day of July One thousand nine hundred and seventy then the Vendor shall have the option to repurchase the property for an estate in fee simple unincumbered except as hereinafter mentioned---

 - (2) The Purchasers shall give written notice to the Vendor of their desire to sell the property and if the vendor shall within two months of the receipt of such notice give written notice (hereinafter called "the option notice" to the Purchasers of his desire to purchase the property then the following terms shall take effect -----

- (3) The exercise of such option by the vendor shall be deemed to be an acceptance by the Vendor of an offer by the Purchasers to sell the property to the vendor with vacant possession at a fair value as between a willing vendor and a willing purchaser subject to the same terms and conditions and restrictive and other covenants as are in this deed set out save that the date for completion shall be at the expiration of Eight weeks from the date of service of the option notice
- (4) The said fair value shall be determined in default of agreement between the parties by arbitration in accordance with the arbitration Act 1950 (or any statutory modification or re-enactment thereof for the time being in force) by a single arbitrator to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors
- (5) In the event of the Vendor failing to exercise the said option within the time hereinbefore mentioned then the Purchasers shall be at liberty to sell or otherwise dispose of the property discharged from the said option and discharged also from the covenant contained in Clause 4 hereof -----
- (6) For the purposes of this clause time shall be of the essence of the contract -----
- (iv) If the property is not sold within the period of Twenty one years referred to in Clause 5(iii) then after the expiration of the said period of Twenty one years the Purchasers shall be free but not obliged to offer the property for sale to the vendor on the terms (and subject to the conditions) contained in paragraphs (2) to(4) of the said Clause 5(iii) and in the event of the Vendor (having received written notice as described in the said paragraph (2) from the Purchasers) not purchasing the property the provisions contained in paragraph (5) of the said Clause 5(iii) shall take effect -----

6. THE Vendor hereby acknowledges the right of the Trustees to production of the deeds and documents specified in the Second Schedule hereto and to delivery of copies thereof and hereby undertakes for the safe custody thereof -----

IN WITNESS Whereof the said parties hereto have hereunder set their hands and seals the day and year first before written -----

THE FIRST SCHEDULE hereinbefore referred to

VILLAGE HALL TRUSTS

1. (i) 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 Wheatley in the County of Oxford (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

(ii) 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 the Wheatley Parish Council known as The Merry Bells Committee

VESTING IN THE OFFICIAL CUSTODIAN FOR CHARITIES

2. The Trustees and all persons holding any property of the Charity shall take such steps as may be necessary for the purpose of vesting in the Official Custodian for Charities all freehold and leasehold lands and other property at any time belonging to the charity -----

COMMITTEE OF MANAGEMENT

3. (i) Except as hereinafter in this clause provided the Committee shall consist of Five elected members and Eight representative members and may include not more than Two co-opted members -----

(ii) The elected members (other than those appointed under sub-clause (viii) of this clause to fill casual vacancies) shall be elected at the Annual general Meeting to be held as in this deed provided -----

(iii) One representative member shall be appointed by each of the following organisations:-

- (a) Women's Institute
- ✓ (b) British Legion ×
- (c) ~~Playgroup~~
- (d) Sportsfield Committee
- ✓ (e) Scouts and Guides
- (f) R.A.O.B. ×
- (g) ~~Youth Club Organisation~~ ×
- (h) Parish Council

*Wheatley Sec
VPA
Senior Citizens
✓ Church*

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 the secretary of the committee the name of its representative

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

(v) Subject to the provisions of sub-clauses (vi) and (viii) of this clause the period of office of members shall commence:-

(a) In the case of the 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 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 -----

(vi) 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

(vii) In the event of any application for representation on the Committee being received from any existing or newly-formed organisation operating 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 (iii) of this clause -----

(viii) 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 at which he was so elected -----

(ix) 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

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 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 -----
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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 -----

MEETING 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 day's 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 the event of equality of votes the chairman of the meeting shall have a second or casting vote -----

ANNUAL GENERAL MEETING

11. (i) There shall be an annual General Meeting in connection with the Charity which shall be held in the month of April in each year or as soon as practicable thereafter -----

(ii) 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 -----

(iii) The first Annual General Meeting after the date of this deed shall be convened by the persons named in Clause 1(ii) 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 place in the area of benefit and by such other means as the convenors think fit -----

(iv) 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 the case of equality of votes the chairman of the meeting shall have a second or casting vote -----

(v) 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 or the Secretary of State) be invested -----

FURTHER ENDOWMENTS

15. The Committee may receive any additional donations or endowment 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 Wheatley aforesaid -----

MORTGAGES AND CHARGES

17. 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 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 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 day's 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 or 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 further 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 of 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 the quorum shall not be less than one-third of the total number of members for the time being -----