

D 214 W. 5812/6525 2100 J/61 KCN Co. 607 (1958)

NAME OF CHARITY Marsworth Social Centre		REGISTRATION NUMBER 205752
GOVERNING INSTRUMENT Lease and trust deed dated 20th April 1961.		CIVIL AREA 1. Marsworth 2. Pottersham DISTRICT DACORUM
OBJECTS Social centre for the general benefit of the residents and inhabitants of the Village of Marsworth, in the furtherance of social, recreational and educational activities.		COUNTY 1. Buckinghamshire 2. Northamptonshire CODE 531 521
BENEFICIAL AREA Marsworth	INCOME £100-£250	CORRESPONDENT L.G. Eller, Esq., 9, Vicarage Road, Marsworth, Tring, Herts.
REMARKS		INLAND REVENUE REF. XN 5107 PREPARED 25th May 1962

DATED 20th April 1961

MARSWORTH PARISH COUNCIL

- to -

B. PULLEN ESQ. & E. NAPIER ESQ.

Counterpart

Lease

- of -

the Parish Hall, Marsworth in
the County of Buckingham upon
certain trusts.

Stamp 5/-



This Lease

made the *Twentieth* day of *April* One

thousand nine hundred and sixty one B E T W E E N THE PARISH COUNCIL OF THE PARISH OF MARSWORTH in the County of Buckingham (hereinafter called "the Council" which expression shall where the context so requires or admits include the person or persons for the time being entitled to the reversion immediately expectant upon the term hereby granted) of the one part and BRIAN PULLEN of The White House Marsworth aforesaid Company Director and ERNEST NAPIER of Vicarage Road Marsworth aforesaid Coach Driver (hereinafter called "the Tenants" which expression shall where the context so admits include the survivor of them and their and his successors in title) being the duly elected trustees of the Marsworth Social Centre of the other part.

W I T N E S S E T H as follows:-

1. THE Council hereby demises unto the Tenants ALL THAT piece or parcel of land situate at Marsworth in the County of Buckingham having a frontage to a road there called Icknield Way and a return frontage to Vicarage Road there TOGETHER with the Hall outbuildings and premises erected thereon or on some part thereof and known as The Marsworth Social Centre (hereinafter called "the trust property") all which said land and premises are for the purposes of identification only more particularly delineated on the plan annexed hereto and thereon edged with a red verge line TO HOLD the same unto the Tenants upon the Trusts and subject to the powers and provisions set out in the First Schedule hereto from the Twenty ninth day of September One thousand nine hundred and sixty for the term of NINETY NINE YEARS (determinable nevertheless as hereinafter mentioned) YIELDING AND PAYING therefor during the said term the yearly rent of ONE SHILLING without any deduction except for landlords property tax on the Twenty ninth day of September in every year

2. THE Tenants (so as to render the Tenants liable only during the period that the trust property shall be held in trust for the said Marsworth Social Centre to the extent of the assets vested in them.

Handwritten initials

cc 2/3

or in any other person or persons in trust for and for the benefit of the said Marsworth Social Centre and not further or otherwise) hereby JOINTLY AND SEVERALLY COVENANT with the Council as follows:-

(a) To pay the rent hereby reserved on the days and in manner aforesaid without any deduction except as aforesaid _____

(b) To pay all existing and future rates taxes assessments and outgoings whatsoever now or hereafter imposed or charged upon the trust property or the owner or occupier thereof _____

(c) To keep the trust property at all times both externally and internally and all the furniture and fittings thereof in tenable repair and condition and properly decorated and in a state fit in every respect for the use as in the said First Schedule mentioned

(d) To permit the Council and their agents with or without workmen and others at all reasonable times but preferably in the daytime to enter upon the trust property or any part thereof to examine the condition thereof and to give or leave on the premises notice in writing to the Tenants of all defects and wants of repair there found and forthwith after every such notice well and sufficiently to repair and make good all such defects and want of repair whereof notice shall have been so given or left _____

(e) Not to make permit or suffer to be made any alterations in or additions to the trust property either externally or internally without the previous consent in writing of the Council nor without the like consent to make or to permit or suffer to be made any alterations in the architectural decorations thereof or in the arrangement of the gas fittings or principal gas pipes electrical fittings and wiring or wiring apparatus in and about the trust property _____

(f) Not to use the trust property except for the purpose of a village hall for the use of the inhabitants of Marsworth and the neighbourhood in accordance with the trusts contained in the said First Schedule _____

(g) Not to assign underlet or otherwise dispose of or in anywise part with the possession of the trust property or any part thereof or any buildings erected or to be erected thereon except on an appointment of New Trustees of the Trusts set out in the said First Schedule hereto: _____

(h) Not to permit or suffer to be done anything which may be or become a nuisance damage annoyance or disturbance to the Council or to the owner or occupier of any neighbouring premises

(i) To keep at their expense a caretaker to be responsible for opening and shutting the trust property as in the said First Schedule mentioned

(j) At all reasonable times during the six months immediately preceding the expiration or sooner determination of the said term to permit the trust property to be inspected with a view to re-letting thereof by the Council or their agent and to permit any person or persons interested in the re-letting thereof to enter thereon for the purpose of viewing the same

(k) At the expiration or sooner determination of the said term to deliver up the trust property with the fixtures and fittings thereof and any additions thereon in good and substantial repair and condition properly decorated

3. THE Council HEREBY COVENANTS with the Tenants as follows :-

(a) That the Tenants paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on their part contained shall peaceably hold and enjoy the trust property during the said term without any interruption by the Council or any person lawfully claiming under or in trust for them

(b) At all times throughout the said term to keep the trust property insured from loss or damage by fire to the full reinstatement value thereof in some Insurance Office of repute and to make all payments necessary for the above purpose within seven days after the same shall respectively become payable and to produce to the Tenants on demand the Policy of such insurance and the receipt for the last such payment in respect of the Policy and to cause all moneys received by virtue of such insurance to be forthwith laid out in rebuilding and reinstating the trust property and to make up any deficiency out of its own moneys provided that the Council's obligation under this covenant shall cease if the insurance shall be rendered void by reason of any act or default of the Tenants

(c) In the event of the trust property or any part thereof at any time during the said term being damaged or destroyed by fire so as

to be unfit for use then the rent hereby reserved shall be suspended until the trust property shall again be rendered fit for use _____

4. PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows:-

(1) If the rent hereby reserved or any part thereof shall be unpaid for Twenty one days after becoming payable (whether formally demanded or not) or if the Tenants shall fail or neglect to observe or perform any covenant herein contained on their part to be performed or observed or if the Tenants or any one of them shall become bankrupt or enter into any composition or arrangement with creditors or if the trusts hereinafter contained are discontinued pursuant to clause 21 in the said First Schedule mentioned then in any of the said cases it shall be lawful for the Council at any time hereafter to re-enter upon the trust property or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Council in respect of any breach of the Tenants' covenants herein contained _____

(2) If either party shall desire to determine the present demise at the expiration of thirty three or sixty six years of the said term and shall give to the other party three months previous notice in writing of such their desire and (in the event of such notice being given by the Tenants) if the Tenants shall up to the time of such determination pay the rent and perform and observe the covenants on their part hereinbefore contained then immediately upon the expiration of such thirty three or sixty six years this present demise and everything herein contained shall cease and be void but without prejudice to the remedies of either party against the other in respect of any antecedent claim or breach of covenant _____

I N W I T N E S S whereof Sidney John Pearson of 41 Lower Icknield Way Marsworth aforesaid and Cyril Flanders of Gurneys Farm Marsworth aforesaid being two members of the Parish Council of the Parish of Marsworth aforesaid and the Tenants have hereunto set their hands and seals the day and year first before written _____

THE FIRST SCHEDULE above referred to

VILLAGE HALL

1. (1) The trust property hereby devised shall be held upon trust for the purposes of a Village Hall for the use of the inhabitants of Marsworth 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 Marsworth Social Centre 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 the Tenants

VESTING IN THE OFFICIAL CUSTODIAN FOR CHARITIES

2. The Committee and all persons holding any property on behalf of the Foundation shall unless the Minister of Education in writing otherwise directs take such steps as may be necessary for the purpose of vesting in the Official Custodian for Charities all freehold and leasehold lands and hereditaments at any time belonging to the Foundation

COMMITTEE OF MANAGEMENT

3. (1) The Committee of Management (hereinafter called "the Committee") shall consist of elected and Representative Members as hereinafter defined 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

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Second Schedule hereto 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 four 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.

ADDITIONAL MEMBERS

4. 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 if of sufficient membership to appoint one 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.

CASUAL VACANCIES

5. 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 which may then fill such vacancy. 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.

FAILURE TO APPOINT

6. 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

7. 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 FOUNDATION

8. 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

DETERMINATION OF MEMBERSHIP

9. 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 COMMITTEE

10. THE Committee shall hold at least eleven 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

ELECTION OF OFFICERS

11. THE Committee at the Annual General Meeting shall elect its Chairman Vice Chairman Honorary Secretary and Honorary Treasurer who shall thereupon be the properly constituted officers of the Foundation and they 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

VOTING

12. 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.

ANNUAL GENERAL MEETING

13. (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 Tenants 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 and elect two independent Auditors for the ensuing year.

APPLICATION OF INCOME

14. 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 and upkeep 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

REPAIRS

15. THE Committee shall keep in repair all the buildings of the Foundation not required to be kept in repair by the lessees or tenants thereof

SURPLUS CASH

16. 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

FURTHER ENDOWMENTS

17. THE Committee may receive any additional donations or endowments for the general purposes of the Foundation

MINUTES AND ACCOUNTS

18. 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 Council and (on demand) to the Minister of Education

USE BY OTHER BODIES OR PERSONS

19. (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 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

MORTGAGES AND CHARGES

20. THE Committee may with the consent of the Council and 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.

LIQUIDATION

21. 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 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 shall formally record in the minute book the resolution to discontinue the use of the Trust property. The Lease hereinbefore granted shall thereupon determine pursuant to Clause 4 (1) thereof. The Committee shall forthwith discharge all liabilities (if any) of the dissolved Foundation. Any surplus monies after payment thereof as aforesaid shall with consent of the Minister of Education 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 Trustee 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.

RULES AND REGULATIONS

22. 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 engagement and dismissal of such paid officers and servants as the Committee may consider necessary and

(c) 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

(d) Any alterations additions amendments to any rules and regulations formulated by the Committee shall only be made after a decision by a two thirds majority of the full Committee

QUESTIONS UNDER DEED

23. 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

INTERPRETATION

24. THE Interpretation Act 1889 applies to the interpretation of this Deed as it applies to an Act of Parliament

THE SECOND SCHEDULE above referred to

Organisations

- The Committee of the Marsworth Women's Institute
- The Marsworth Football Club
- The Marsworth Parochial Church Council
- The Marsworth Parents Association
- The Marsworth Darby and Joan Club
- The Marsworth Youth Club

WITNESSED AND DELIVERED

in the presence of:-
SIDNEY JOHN
CYRIL FLANDERS
two members of the

Red Lodge, Miswell Lane
Lumpy Halls

H. G. Henderson



Sealed 28th July 1961.

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County - Buckingham.
Parish - Marsworth.
Charity - Marsworth Social
Centre.

C.
191,445.

Order for vesting in Official
Custodian for Charities.

10s.

CHARITY COMMISSION.

In the matter of the Charity known as the Marsworth Social
Centre, in the Parish of Marsworth, in the County of
Buckingham, comprised in a lease dated the 20th April
1961; and

In the matter of the Charities Act, 1960.

THE CHARITY COMMISSIONERS FOR ENGLAND AND WALES DO HEREBY
ORDER that the land specified in the schedule hereto shall vest
forthwith in the Official Custodian for Charities for all the
estate and interest therein belonging to or held in trust for
the Charity.

SCHEDULE.

Land situate in the Parish of Marsworth, in the County of
Buckingham, with the buildings erected thereon known as the
Marsworth Social Centre, being the land comprised in the above-
mentioned lease dated the 20th April 1961 made between the
Parish Council of the Parish of Marsworth of the one part and
Brian Pullen and another of the other part and held for the
residue of a term of ninety-nine years from the 29th September
1960.

Sealed by Order of the Commissioners this 28th day

of July 1961.

T. Halls

1954-10-7-61

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ALLOTMENTS

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ALLOTMENTS

To Marsworth

O.C.P.

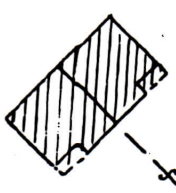
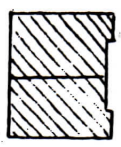
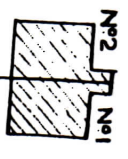
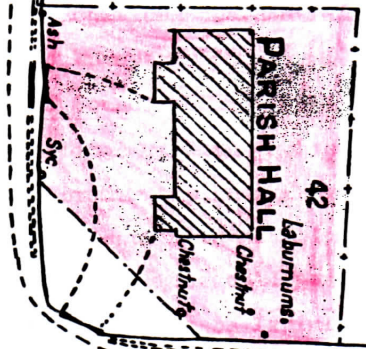
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ARABLE

Ricks

To Ivinghoe

T.P. 25



Area of land shown coloured Pink 0.194 Acres approx.

