

One thousand nine hundred and eighty two B E T W E E

Corporation having its Registered Office at Diocesan House 13 Tower Street Ipswich in the County of Suffolk (hereinafter called "the lessor" which expression shall where the context so admits include the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term hereby created) of the one part and the REVEREND ANTHONY DAVID MARSH of The Rectory Church Road Beyton in the County of Suffolk and PETER STEPHEN GILL of 3 Heath Close Hesselton Suffolk (hereinafter called "the lessees" which expression shall where the context so admits include their successors in title) of the other part --

1. THE lessees are the trustees of the Hesselst and Beyton Village Hall (hereinafter called "the charity") --

2. IN consideration of the rent covenants and conditions hereinafter reserved and contained and on the part of the lessees to be paid observed and performed the lessor hereby demises unto the lessees all that picee of land situate in the Parish of Hesselst in the County of Suffolk being part of Enclosure Number 41 on the Ordnance Survey Map for the said Parish which land is shown in the plan attached hereto and is thereon edged red together with the building erected thereon (hereinafter called "the demised premises") TO HOLD the same unto the lessees in manner and upon the trusts and subject to the powers and provisions set out in the First Schedule hereto from the _____ day of _____ 198__ for the term of 50 years paying therefor during the said term the following rents on the usual quarter days without any deduction in advance for the first ten years of the said term the basic yearly rent of Five Pounds and for each successive period of ten years thereafter during the remainder of the term such rent as shall have been agreed between the Landlord and the Tenant or determined as hereinafter provided to be the current market rental value of the demised premises at that time and the provisions of the Second Schedule shall apply for the purpose of ascertaining the rent for each such period --

3. THE lessees covenant with the lessor but not so as to impose any personal liability on the Official Custodian for Charities if the said term should become vested in him as follows:

- (1) To pay the rent hereby reserved in manner aforesaid without any deduction
- (2) To pay all existing and future rates taxes assessments and outgoings payable by law in respect of the demised premises by either the owner or the occupier thereof
- (3) To keep the demised premises and all fixtures and additions to the said premises in good and substantial repair and condition throughout the term and without any alteration except such as shall be previously sanctioned in writing by the lessor such sanction not to be unreasonably withheld and to yield up the same in such repair and condition (except as aforesaid) at the determination of the tenancy
- (4) To keep insured at all times throughout the tenancy in the joint names of the lessor and the lessees the demised premises from loss or damage by fire and other normally insurable risks in some insurance office of repute in a sum at least equivalent to the full reinstatement value for the time being of the demised premises and to make all payments necessary for the above purposes within seven days after the same shall respectively become due and to produce to the lessor or his agent on demand the several policies of such insurance and the receipt for each such payment and to cause all moneys received by virtue of any such insurance to be forthwith laid out in rebuilding and reinstating the demised premises PROVIDED ALWAYS that if the lessees shall at any time fail to keep the demised premises insured as aforesaid the lessor may do all things necessary to effect or maintain such insurance and any moneys expended by him for that purpose shall be repayable by the lessees on demand and be recoverable forthwith
- (5) Not to assign the demised premises except to a new trustee or new trustees for the purposes set out in the said schedule and not to underlet the same --

4. THE lessor covenants with the lessees as follows :

That the lessees paying the rent hereby reserved and performing and observing the several covenants on the lessees' part herein contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the lessor or any person rightfully claiming under or in trust for him:

PROVIDED ALWAYS and it is hereby agreed and declared that 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 any covenant on the lessees' part herein contained shall not be performed or observed then and in either of the said cases it shall be lawful for the lessor at any time thereafter to re-enter upon the demised premises 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 lessor in respect of any breach of the lessees' covenants herein contained --

5. ALL notices and other communications to be given hereunder shall be in writing and may be delivered personally or sent by recorded delivery service in the case of the lessor or other corporation to its registered office --

IN WITNESS whereof the lessor has caused its common seal to be hereunto affixed and the lessees have set their respective hands and seals the day and year first before written --

THE SCHEDULE

VILLAGE HALL

1.(1) The property hereby demised (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 Parishes of Hensett and Beyton in the County of Suffolk (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:

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.(1) Except as hereinafter in this paragraph provided the committee shall consist of two elected members and ten representative members and may include not more than three co-opted members.

(2) The elected members (other than those appointed under sub-paragraph (8) of this paragraph to fill casual vacancies) shall be elected at the annual general meeting to be held as in this deed provided.

(3)(a) One representative member shall be appointed by each of the following organisations:

Beyton Village Association
Hessett Parish Council

Hessett Play Group

Hessett Drama Group

Beyton and Hessett Junior Church

Hessett Football Club

The Monday Club

(b) Two representative members shall be appointed by each of the following organisations:

Hessett Parochial Church Council

Hessett Community Council

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-paragraphs (6) and (8) of this paragraph the period of office of members shall commence:

(a) in the case of 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

(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-paragraph (3) of this paragraph. A minute of the relevant resolution, authenticated by the chairman and the secretary, should be (a) placed with the title deeds and (b) kept with the Committee's working papers.

(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, 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 of the committee 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 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 paragraph 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.

RENT AND OTHER OUTGOINGS

12. The committee shall at all times keep the demised premises and the fixtures and additions thereto in good and substantial repair and condition and shall save harmless and keep indemnified the lessees against the rent and against all rates taxes and outgoings whatsoever including the cost of repairs and insurance which are or at any time may become payable in respect of the demised premises under the covenants contained in this deed and on the part of the lessees to be observed and performed and from and against all proceedings damages costs claims and expenses on account of any breach of any of the said covenants and shall cause the demised premises and other property of the charity insofar as the same

shall not be otherwise insured at all times to be sufficiently insured against all insurable risks including fire, theft and public liability, and shall whenever necessary procure (and act upon) a professional valuation for insurance purposes of the said premises and property of the charity.

APPLICATION OF INCOME

13. After satisfying its obligations under paragraph 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 Councils of Bexton and Hensett.

MORTGAGES AND CHARGES

17. At the request of the committee the lessees may with the consent of the Charity Commissioners (and any necessary consent of the lessor) 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.

SURRENDER OF LEASE

18. If the committee decides at any time that on the grounds 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 paragraph 1 it shall call a meeting of the inhabitants of the age of eighteen years and 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 lessees may at the request of the committee and with the consent of the Charity Commissioners surrender their leasehold interest in the trust property for such consideration and upon such terms as may be approved by the Charity Commissioners. All moneys belonging to the charity including the proceeds of sale of any fixtures and fittings (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 SECOND SCHEDULE

1. An agreement between the Lessor and the Lessees as to the rent to operate for each relevant period of ten years (hereinafter called "the new rent") shall be in writing signed by both parties.
2. If such agreement has not been made six months before the commencement of the relevant period of ten years the Lessor may require an independent surveyor (hereinafter called "the Surveyor") to be appointed to determine the new rent which shall represent the yearly rent at which the demised premises might at the commencement of the relevant period of ten years reasonably be expected to be let in the open market with vacant possession by a willing lessor to a willing lessee for a term equal to the then unexpired residue of the term hereby granted and otherwise in accordance with the provisions of this Lease. The Surveyor may be nominated by agreement between the Lessor and the Lessees or appointed by the President for the time being of the Royal Institution of Chartered Surveyors on the application of the Lessor.
3. If the said President shall for any reason not be available or be unable to make such appointment at the time of application therefor the appointment may be made by the Vice-President or next senior officer of the said Institution then available and able to make such appointment or if no such officer of the said Institution shall be so available and able by such officer of such professional body of surveyors as the Lessor shall designate and any reference hereafter to the said President shall be deemed to include a reference to such Vice-President or other officer.
4. Notice in writing of his appointment by the said President shall be given by the Surveyor to the Lessor and the Lessees inviting each to submit within a specified period (which shall not exceed four weeks) a valuation accompanied if desired by a statement of reasons.
5. The Surveyor shall act as an expert and not as an arbitrator. He shall consider any valuation and reasons submitted to him within the said period but shall not be in any way limited or fettered thereby and shall determine the new rent consistent with the provisions of Clause 2

of this Schedule in accordance with his own judgment save that the Surveyor shall specifically disregard the following :-

- (a) any effect in rent of the occupation of the demised premises by the Lessees or any other person
- (b) any effect in rent of any improvement made to the demised premises by the Lessees or any predecessor in title of the Lessees otherwise than for pursuance of any obligations imposed by this Lease.

6. The Surveyor shall give notice in writing of his decision to the Lessor and the Lessees within two months of his appointment or within such extended period as the Lessor may agree

7. If the Surveyor comes to the conclusion that the current market value of the demised premises is less than the rent operative for the period preceding the relevant period of ten years (hereinafter called "the current rent") the new rent shall nevertheless be the same as the current rent and the decision of the Surveyor shall so state.

8. If the Surveyor shall fail to determine the new rent and give notice thereof within the time and in the manner hereinbefore provided or if he shall relinquish his appointment or die or if it shall become apparent that for any reason he will be unable to complete his duties hereunder the Lessor may apply to the said President for a substitute to be appointed in his place which procedure may be repeated as many times as necessary.

9. The decision of the Surveyor shall be final on all matters hereby referred to him.

10. Rent shall not be due at the rate of the new rent until after the Lessees have been given such notice thereof as is hereby provided and in the event of the relevant period of ten years starting before such notice has been given to them rent shall continue to be due at the rate of the current rent on each day appointed by this agreement for payment of rent until the said notice is given to them. On the first day after the notice is given to them which is a day appointed by this Lease for payment of rent there shall fall due for payment the appropriate instalment at the new rate together with by way of additional rent a sum equal to the difference between the new rent and the rent actually paid for any part of the relevant period of ten years in respect of which a rent less than the new rent has been paid.

11. The fees of the Surveyor shall be shared equally between the Lessor and the Lessees.

