

**Transcript** This Trust Deed is made the First day of February One thousand nine hundred and sixty by LEWIS GEORGE CLEMMETT QUICK, NORA LOVELACE PHILLIPS and JAMES ELSTON all of Zeal Monachorum in the County of Devon (hereinafter called "the Trustees")

**WHEREAS:-**

1. The deed is supplemental to a Conveyance dated the Thirty-first day of December One thousand nine hundred and fifty-seven and made between the County Council of the Administrative County of Devon of the first part the North Devon Water Board of the second part and the Trustees and Emma Blanche Carnall of the third part whereby the freehold property specified in the First schedule hereto was conveyed to the Trustees and the said Emma Blanche Carnall in fee simple as joint tenants subject as therein mentioned but otherwise free from incumbrances.
2. The said property was in fact purchased by the Trustees and the said Emma Blanche Carnall out of moneys provided by the inhabitants of Zeal Monachorum and the neighbourhood for the purpose of purchasing property to be used as a village hall.
3. The said Emma Blanche Carnall died on the Fifteenth day of June One thousand nine hundred and fifty-eight.

NOW THIS DEED WITNESSETH that the Trustees shall hold the said property upon the trusts and subject to the powers and provisions set out in the Second Schedule hereto.

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

**THE FIRST SCHEDULE before referred to:**

FIRST ALL THAT piece of land containing 0.100 of an acre or thereabouts part of Ordnance Survey Number 368a on the Ordnance Survey Map (Second Edition 1905) for the parish of Zeal Monachorum in the County of Devon TOGETHER with the buildings erected thereon formerly known as the Zeal Monachorum County Primary School All which said premises are for the purpose of identification only delineated on the plan annexed to the said Conveyance dated the Thirty first day of December One thousand and fifty seven and thereon coloured red and SECONDLY ALL THAT piece of land adjoining the piece of land first described formerly used as a reservoir and being part of Ordnance Survey Number 368a as aforesaid All which said premises are for the purposes of identification only delineated on the said plan and thereon coloured green.

**THE SECOND SCHEDULE before referred to:**

**VILLAGE HALL**

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 Zeal Monachorum in the County of Devon 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.

1.2 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 Zeal Monachorum in the County of Devon Village Hall by the Committee of Management hereinafter constituted, who shall be the administering trustees thereof.

1.3 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 Trustees.

### **VESTING IN THE OFFICIAL TRUSTEE OF CHARITY LANDS**

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 Trustee of Charity Lands 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 and may include Co-opted Members.

3.2 Six 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.

3.3 Six Representative Members of the Committee shall be appointed by such appointing organisations as are set out in the Third Schedule 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 in the following year.

3.4 The Committee shall have the power to co-opt not more than 4 members to hold office until the end of the Annual General Meeting following their co-option.

3.5 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 to appoint a Representative Member of the Committee in the same manner as if each organisation had been specified in the third 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 the Representative Member, in 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 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 THE COMMITTEE**

10. The Committee shall hold at least two 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.

#### **CHAIRMAN AND VICE-CHAIRMAN**

11. 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 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 {November} each year or as soon as practicable thereafter.

13.2 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.

13.3 The first Annual General Meeting after the date of this Deed shall be convened by the Trustees 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.

13.4 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.

13.5 The Committee shall present to each Annual General Meeting the report and accounts of the Foundation for the preceding 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, upkeep and insurance 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 AND INSURANCE**

15. The Committee shall keep in repair and insure against fire, burglary, public liability and other insurable risks, all the buildings of the Foundation not required to be kept in repair and insured 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 Parish Council of any parish within the area of benefit or to the Chairman of the Parish Meeting of any such parish where there is no Parish Council and (on demand) to the Minister of Education.

## **USE BY OTHER BODIES OR PERSONS**

19.1 Subject and without any 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.

19.2 The Committee may from time to time permit the Trust Property to be used otherwise than for the 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 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 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 may with the consent of the Minister of Education 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 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 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 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 appointment as Secretary (to hold office at their pleasure) of one of themselves without remuneration or some fit person at such remuneration as the Committee may determine.
- (c) The appointment of an Auditor, Treasurer and such other unpaid officers as they may consider necessary and the fixing of their respective terms of office.
- (d) The engagement and dismissal of such paid officers and servants as the Committee may consider necessary; and

(e) 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.

### **QUESTIONS UNDER DEED**

23. Any questions 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 THIRD SCHEDULE before referred to**

Organisations to be represented on the Committee.

Crediton Rural District Council

Zeal Monachorum Parish Council

Zeal Monachorum Parochial Church Council

The Trustees of the Zeal Monachorum Congregational Chapel

The Committee of the Zeal Monachorum Womens' Institute

The Committee of the Zeal Monachorum Youth Club

*[Signed by LGC Quick - NLPhillips - J Elston and witnessed]*