

Stamp 12/- P.D.Stamp	<u>THIS DEED</u> made the twenty second day of March One thousand nine hundred and sixty <u>BETWEEN THE PARISH COUNCIL OF PLUCKLEY</u> near Ashford in the County of Kent (hereinafter called "the Council") of the one part and DOUGLASS EDWARD HUNGERFORD RAW of Stoke House Church Road Ashford aforesaid Solicitor SIDNEY WILLIAM HIGHWOOD of Sheerland House Pluckley aforesaid Farmer ASHLEY GEORGE HOMEWOOD of The Street Pluckley aforesaid Butcher and SIDNEY HERBERT FIELD of The Hollies Pluckley aforesaid Accountant (hereinafter called "the Trustees" which expression shall include any other Trustee or Trustees appointed by the Committee of Management referred to in the Third Schedule hereto) of the other part
	<u>WITNESSETH</u> as follows-
1.	<u>IN</u> consideration of the expense incurred or to be incurred by or on behalf of the Trustees in erecting a Hall upon the land hereby demised and of the rent hereinafter reserved and of the covenants on the part of the Trustees hereinafter contained the Council hereby demises unto the Trustees <u>ALL THAT</u> the premises described in the First Schedule hereto hereinafter called "the demised premises") <u>TO HOLD</u> the same unto the Trustees from the first day of April One thousand nine hundred and sixty for the term of ninety-nine years <u>UPON THE TRUSTS</u> and subject to the powers and provisions set out in the Second Schedule hereto <u>PAYING THEREFOR</u> the yearly rent of One guinea if demanded on the first day of April in every year
2.	<u>THE</u> Trustees hereby covenant with the Council as follows save only and provided that nothing herein contained shall be construed as imposing any liability on The Official Trustee of Charity Lands or his successor in the event of the demised premises being vested in him ;- (a) To pay the reserved rent if demanded on the day and in manner aforesaid (b) To pay all existing and future rates taxes assessments and outgoings whatsoever now or hereafter imposed or charged upon the demised premises or on the owner or occupier in respect thereof (c) Within six months from the date hereof to complete the said Hall in a good and workmanlike manner with all necessary fences sewers drains and septic tank in accordance with the plans sections and elevations approved by the Town Planning Authority and to the satisfaction of the Surveyor to the West Ashford Rural District Council (d) Not at any time during the said term without the previous consent in writing of the Council to erect or make or maintain or suffer to be erected made or maintained on the demised premises or any part thereof any additional building erection or improvement or make or suffer to be made any material change or addition whatsoever in or to the buildings included in the demised premises or on any part thereof and also if the Council shall consent in writing as aforesaid will duly apply to the Local Planning Authority as defined by the Town and Country

	Planning Act One thousand nine hundred and forty-seven for any necessary permission to erect make or maintain such building erection improvement material change or addition and also will make such application in the name or on behalf of the Council and all other the persons (if any) for the time being interested in the said premises and will give to the Council notice of such permission if granted within fourteen days of the receipt of the same from the said Planning Authority and also that the Trustees will at all times indemnify and keep indemnified the Council against all proceedings costs expenses claims and demands whatsoever in respect of the said application (e) Not to assign under-let or otherwise dispose of or in anywise part with the possession of the demised premises or any part thereof save only on appointment of new Trustees (f) To perform and observe the covenants restrictions and stipulations contained in a Conveyance dated the twelfth day of April One thousand nine hundred and twenty-nine and made between Thomas Place of the one part and Maurice Chance of the other part so far as the same relate to the demised premises and are still subsisting and capable of taking effect and to keep the Council and its successors in title indemnified from and against all proceedings costs claims and expenses in respect thereof (g) on the expiration or sooner determination of the said term to deliver up the demised premises with any permitted additions thereto in good and substantial repair and condition
3.	<u>THE</u> Council hereby covenants with the Trustees that the Trustees Observing and performing the several trusts powers provisions covenants and stipulations herein on their part contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Council
4.	<u>PROVIDED ALWAYS AND IT IS HEREBY AGREED</u> that if the Trustees shall fail or neglect to perform or observe any of the trusts powers provisions covenants and stipulations herein contained and on their part to be performed or observed then it shall be lawful for the Council 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 Council in respect of any breach of the Trustees covenants herein contained <u>IN WITNESS</u> whereof the Council has caused its Common Seal respective to be hereunto affixed and the Trustees have hereunto set their respective hands and seals the day and the year first before written
	<u>THE FIRST SCHEDULE</u> above referred to - <u>ALL THAT</u> piece or parcel of land situate in the Parish of Pluckley in the County of Kent as the same is registered at H.M. Land Registry under Title Number P54841
1.	<u>THE SECOND SCHEDULE</u> above referred to - (i) The property hereby demised (hereinafter called "the Trust

	Property") shall be held UPON TRUST for the purpose of erecting a Village Hall thereon for the use of the inhabitants of Pluckley and the neighbourhood (hereinafter called "the area of benefit") without distinction of sex opinions or 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 (ii) 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 Pluckley Village Hall by the Committee of Management hereinafter constituted who shall be the administering Trustees thereof (iii) until the end of the first annual general meeting to be held after the execution of this Deed the Foundation shall be the administering Trustees thereof
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
3.	(i) The Committee of Management (hereinafter called "the Committee") shall consist of elected and representative members and may include co-opted members (ii) Four 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 years (iii) Twenty-four representative members of the Committee shall be appointed by such appointing organizations as are set out in the Third 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 (iv) 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 (v) any competent member of the Committee may be elected re-appointed or re-elected
4.	In the event of any application for representative of the Committee being received from any existing or newly formed

	organisation operating in the area of the benefit the Committee may upon a resolution supported at a duly constituted meeting of the Committee by the votes of a majority or not less than two-thirds of all the members of the Committee allow such organization to appoint a Representative Member of the Committee in the same manner as if such organization 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
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 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
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
7.	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 the declaration of acceptance and of willingness to act in the trusts of this Deed
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 Trustee for the purpose thereof or receive any remuneration or be interested in the supply or work or goods at the cost of the Foundation
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
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 tell the other members of matters to be discussed
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 the 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

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
13.	(i) There shall be an annual general meeting in connection with the Foundation which shall be held in the month of May 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 Trustee 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 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 (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 the 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 (v) The Committee shall present to each annual general meeting the report and accounts of the Foundation for the preceding year
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
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
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)
17.	The Committee may receive any additional donations or endowments for the general purposes of the Foundation
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
19.	(i) 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 determines 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 (ii) 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
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 and 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
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 monies 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 be held upon the trusts for the purposes and <u>SUBJECT</u> 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 money 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 in 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
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 end conduct of their meetings the deposit of money 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 other fit person at such remuneration as the Committee may determine

	(c) the appointment of 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
23	Any question as to the construction of this Deed or as to the regularity or 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
24.	The Interpretation Act One thousand eight hundred and sixty-nine applies to the interpretation of this Deed as it applies to any Act of Parliament
	<u>THE THIRD SCHEDULE above referred to</u> Parish Council British Legion Womens Institute Church Council Senior Parishioners Junior Parishioners Pluckley Conservative Association Pluckley Labour Party Pluckley Football Club Pluckley Dramatic Society Pluckley Gardening Society Darby and Joan Pluckley Young Conservatives Pluckley Youth Club

<u>THE COMMON SEAL</u> of <u>THE PARISH</u>	)	
<u>COUNCIL OF PLUCKLEY</u> was	)	

hereunto affixed in the presence of :- L.E.Doorne.) Two Members of J.Gann.) the Parish Council. W.H.Tickner Clerk	))	Seal of Pluckley Parish Council
<u>SIGNED SEALED AND DELIVERED</u> by The above named <u>DOUGLAS EDWARD HUNGERFORD RAW</u> in the presence of :- J.Brooks, 50 Cryol Road, Ashford, Kent. Spinster	))))))	(Signed) D.E.H. RAW (L.S.)
<u>SIGNED SEALED AND DELIVERED</u> by the above named <u>SIDNEY WILLIAM HIGHWOOD</u> in the presence of :- W.Meakin New House Farm, Pluckley. Farmer.	)))))	(Signed) S.W.HIGHWOOD (L.S.)
<u>SIGNED SEALED AND DELIVERED</u> by The above named <u>ASHLEY GEORGE HOMEWOOD</u> in the presence of:- J.Brooks, 50 Cryol Road, Ashford, Kent. Spinster	))))))	(Signed) A.G.HOMEWOOD (L.S.)
<u>SIGNED SEALED AND DELIVERED</u> by the above named <u>SIDNEY HERBERT FIELD</u> in the presence of :- J.Brooks,	))))	(Signed) S.H.FIELD (L.S.)

	DATED 22 March 1960
CERTIFIED to be a true copy of the original document	
Swann & Raw, Stoke House, Church Road, ASHFORD, Kent.	<u>THE PARISH COUNCIL OF PLUCKLEY</u> - to - <u>TRUSTEES OF PLUCKLEY VILLAGE HALL</u>
	<u>COPY/</u>
	<u>LEASE</u> AND <u>TRUST DEED</u>
	Swann & Raw, Stoke House, Church Road, ASHFORD, Kent.

H.M. Land Registry

P5484

CERTIFICATE COPY OF THE FILED PLAN OF TITLE No.

Scale 208 33 Feet to One Inch

LXIV.1. LXIV.2.



ORDNANCE SURVEY TENT LXIV.2

T.O.N. 1509. Revised by H.M.L.R.

PARISH PLUCKLEY

15

The boundaries of this land have been defined before the execution of this plan and subject to the provisions of the Land Registration Act, 1925, as amended, and any other enactments relating to land registration.