

DATED

4<sup>th</sup> Edition

1961

[REDACTED]

- to -

[REDACTED]

AND

OTHERS

L A S E

- or -

Sportsground at Barford, Norfolk.

=====



(e) To keep in proper repair and condition the ditches and gates in and about the said premises.

(f) To manage and manure the said premises in a good and husbandlike manner so as to keep the same constantly in good heart and condition.

(g) Not without the Landlord's previous written consent to cut down or injure any trees bushes or hedges or remove any soil sand clay or other materials from the said premises (except for the purpose of levelling or for the making of foundations for permitted buildings).

(h) To use the said premises for the purposes of a playing field and Village Hall for use for Meetings Lectures and Classes and for other forms of recreation and leisure time occupation but for no other purpose whatsoever.

(i) Not to allow any person to carry or to fire any rifle gun or other firearm on the said premises except with the written consent of the Landlord.

(j) Not to assign underlet or part with the possession of the said premises or any part thereof save that the Trustees may underlet for fetes exhibitions competitions sports and other special occasions.

(k) Not to erect any buildings upon the said premises except a Village Hall pavilions lavatories changing rooms and sheds or buildings required for the use aforesaid to be built in accordance with plans and specifications approved by the Landlord or his agent.

(l) Not to alter the external appearance of any building erected in accordance with the provisions of clause except with the written consent of the Landlord.

(m) At the expiration of the said term to deliver up the said premises in a condition consistent with the foregoing provisions and if any buildings are removed as provided by Clause 5 (b) hereof to restore the site thereof so far as possible to its present condition and to pay to the Landlord proper and adequate compensation for any damage caused by or resulting from such removal.

4. The Landlord hereby covenants with the Trustees that they observing and performing the covenants on their part herein contained shall peaceably hold and enjoy the said premises during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for him.

5. PROVIDED ALWAYS and it is hereby agreed as follows :-

(a) if the reserved rent or any part thereof shall be in arrear for two months (whether formally demanded or not) or if there shall be a breach of any covenant on the part of the Trustees THEN the Landlord may re-enter on the said premises and thereupon the term hereby granted shall

forthwith determine without prejudice to the Landlord's rights and remedies in respect of any such breach.

(b) On the expiration or earlier determination of the said term or within one month thereafter (if the reserved rent shall be duly paid up to such determination and there shall not be any unsatisfied breach of covenant on the part of the Trustees) the Trustees may remove all or any buildings structures or fixtures placed by them on the said premises making good all damage occasioned to the said premises in so doing unless the Landlord shall not later than two weeks after such expiration or determination give notice to the Trustees of his intention to purchase the same or any of them at a price to be agreed between the parties or in default of such agreement by two Valuers (one to be appointed by each party) or their umpire in the usual manner.

(c) If the Trustees in any year shall give to the Landlord not less than Three months previous notice in writing of their desire that the present demise shall determine on the First day of January next after the service of such notice and shall pay the rent and perform the covenants on their part herein contained up to such date THEN on the First day of January next after the service of such notice this present demise shall cease and determine so far as aforesaid without prejudice to any claim which either party may have against the other in respect of any breach of any covenant or condition herein contained.

~~(d) As regards the premises edged blue on the said plan but not as regards the premises edged red on the said plan :-~~

(i) Such premises shall not be used on a reasonable number of occasions for the purpose of recreation for a continuous period of three years, or

(ii) if three fourths or more in area of such premises shall not be properly maintained for some recreational purpose for a continuous period of three years, or

(iii) if a decision of the Committee made under Clause 15 of the Second Schedule hereto shall be confirmed as provided by such clause THEN and in any of such events the Landlord may within three months from the expiry of such period of three years or from the date that the aforesaid confirmation is known to him (as the case may be) give to the Trustees not less than one month previous notice in writing (expiring at any time) of his desire that this present demise of such premises shall determine THEN on the expiry of such notice this present demise of such premises shall cease and determine as in the last sub-clause provided. Any notice required to be given to the Trustees shall be duly served if sent by post in a prepaid letter addressed to any one of them (other than



the Landlord) at his last known residence or addressed to the Secretary of the Committee referred to in the Second Schedule hereto at the said premises or at his then known residence. Any notice to the Landlord shall be duly served if sent in like manner addressed to him at his then last known residence. Any such notice shall be deemed to have been received on the day on which it ought in due course of post to have been delivered.

(e) if any dispute shall arise between the parties in relation to any rights or liabilities hereunder the same shall be referred to two arbitrators or their umpire pursuant to the then subsisting statutory provisions relating to arbitration.

I N W I T N E S S whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

THE FIRST SCHEDULE above referred to.

ALL THOSE two pieces of land situate in the Parish of Barford in the County of Norfolk being parts of Ordnance Survey Number 148 as the same contain together 5.400 acres and are delineated on the plan annexed hereto and thereon edged with the colour red and blue.

THE SECOND SCHEDULE above referred to.

1. The Trustees shall apply as soon as possible to the Charity Commissioners, through the Minister of Education, for an Order of the Charity Commissioners for England and Wales vesting the Trust Property hereby demised in the Official Trustees of Charity Lands and upon such order being made the Trustees shall cease to be the Trustees of the Trust Property and the Charity shall thereafter be administered and managed by the members for the time being of the Committee of Management hereinafter mentioned as the Trustees thereof.
2. The property hereby demised (herein called "the Trust Property") shall be held upon trust for the purposes of a Playing Field and Village Hall for the use of the inhabitants of the Parishes of Barford and Wrampingham both in the County of Norfolk 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.
3. The general management and control of the Trust Property and the arrangements for its use shall be vested in a Committee of Management (hereinafter called "the Committee") consisting of not more than twenty Members (exclusive of members co-opted under the power hereinafter contained) of whom twelve shall be elected at the first general meeting referred to in Clause 4 hereof in the first instance and on each subsequent election of members at the Annual General Meeting. The Eight organisations mentioned in the second column of the Third Schedule hereto shall each have the right to appoint one member of the Committee both in the first instance and on the occasion of each annual appointment of members. The persons whose names appear in the first column of the Third Schedule hereto have been appointed by the organisations mentioned opposite their respective names in the second column of that Schedule

and shall together with the members elected at the first General Meeting as aforesaid be the first members of the Committee. Until the first General Meeting has been held the persons named in the first column of the Third Schedule shall have power to act. In addition to the members of the Committee appointed and elected as above the Committee shall have the power to co-opt not more than four members to represent interests in the area of benefit not represented by any organisation.

4. There shall be an Annual General Meeting to be convened by the Committee in the month of December in each year the first of such meetings (herein called "the First General Meeting") to be convened in the month of December One thousand nine hundred and fifty-seven by one week's notice to be affixed to some conspicuous part of the Trust property or other conspicuous place or places in the area of benefit of the inhabitants of the age of Eighteen years or upwards of either sex for the purpose of receiving the Report and Accounts of the Committee and for accepting the resignations of members of the Committee and for the purpose of electing Ten members under Clause 3 hereof and for taking such action as it may decide under Clause 8 hereof, provided nevertheless that if in any year an Annual General Meeting shall not be convened and held in the month of December the Annual General Meeting for that year shall be held as soon as practicable after the month of December.

5. The Committee shall have power by a Resolution of the Committee passed at a meeting at which not less than two-thirds of all the members of the Committee vote in favour of the Resolution to allow any existing organisation in the said Parishes not mentioned in the second column of the Third Schedule hereto and any other organisation which may hereafter be formed in the area of benefit to appoint an additional member of the Committee in the same manner as if such organisation had been mentioned in the second column of the Third Schedule hereto and for this purpose the total number of members of the Committee as provided for in Clause 3 hereof may be increased but no Resolution shall be effective until it has been approved in writing by the Minister of Education.

6. All members of the Committee shall retire annually at the Annual General Meeting. Every organisation entitled to appoint a member of the Committee to take the place of a member retiring at an Annual General Meeting shall make the appointment at any time within one month before the Annual General Meeting at which the retiring member of the Committee shall retire. A retiring member shall be eligible for re-appointment for re-election.

7. A casual vacancy arising from the death or resignation or removal of an appointed member of the Committee shall be filled by the organisation by which such member shall have been appointed and the person so appointed shall retire at the time when the vacating member would have retired. In the event of a vacancy arising through the death resignation or removal of a member of the Committee elected by the Annual General Meeting the Committee shall have power to fill such vacancy until the next Annual General Meeting.

8. If any organisation entitled to appoint a member of the Committee ceases to exist or fails to make an appointment in manner aforesaid before the Annual General Meeting in any year the Annual General Meeting shall decide in what way if at all the vacancy shall be filled.

9. The proceedings of the Committee shall not be invalidated by any vacancy among its members or by any defect in the appointment or qualification of any member.

10. The Committee may from time to time make and alter Rules for the

conduct of its business and for the summoning, conduct, and recording in a Minute Book, of its meetings and in particular with reference to:-

(a) The terms and conditions upon which the Trust Property may be used and the sum (if any) to be paid for such use;

(b) The appointment of an Auditor, Treasurer and such other unpaid officers as it may consider necessary and the fixing of their respective terms of office;

(c) The engagement and dismissal of such paid officers and servants for the Trust Property as it may consider necessary;

(d) The number of members who shall form a quorum at its meetings provided that the number of members who shall form a quorum shall never be less than a third of the total number of members of the Committee;

11. All payments in respect of the use of the Trust Property and all donations for the benefit thereof shall be paid into a Trust Account at the National Provincial Bank at London Street Norwich

or at such other Bank as shall from time to time be substituted by the Committee, any such substitution to be endorsed upon this Trust Deed, with a copy of the resolution relating thereto.

12. The moneys standing to the credit of the said Account shall be applied as the Committee shall decide in maintaining, repairing and insuring the Trust Property or the furniture and effects therein and in paying rent rates taxes salaries wages and other outgoings and in providing furniture equipment books newspapers periodicals literature means of recreation and leisure-time occupation and otherwise for the maintenance and improvement of the Trust Property.

13. The Committee shall provide the Trustees with sufficient funds to meet all such expenditure in connection with the Trust Property as the Trustees may be liable for and shall keep the Trustees indemnified against all liability in respect thereof.

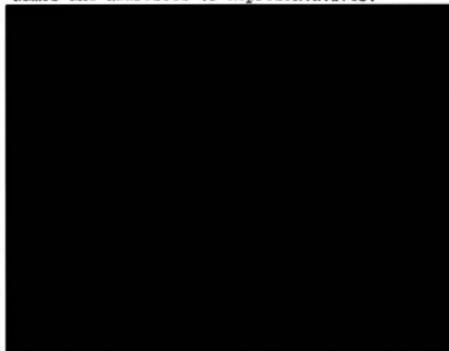
14. The Committee may upon the vote of a majority of its members and with the consent of the Minister of Education from time to time by mortgage or otherwise obtain such advances on the security of the Trust Property or any part thereof as may be required for maintaining extending or improving the same 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 said property.

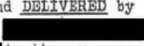
15. If the Committee by a majority decides at any time that on the ground of expense or otherwise it is necessary or advisable to discontinue the use of the Trust Property in whole or in part for the purposes hereinbefore indicated it shall call a Meeting of the inhabitants of the age of Eighteen years 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 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.

16. If any Rules made under the power in that behalf hereinbefore contained are inconsistent with the provisions of these presents the latter shall prevail.

THE THIRD SCHEDULE above referred to.

<u>Column 1.</u>	<u>Column 2.</u>
Names and addresses of Representatives.	Organisations.
	Barford Cricket Club.
	Barford Parish Council.
	Primary School Managers.
	Barford School Managers.
	Parochial Church Council.
	Wranglingham Parish Meeting.
	Wranglingham Parish Church Council.
	Barford Bowls Club.

SIGNED SEALED and DELIVERED by  
the above-named   
in the presence  
of :-  
