

Date: 12 April 1965

THE TRUSTEES OF THE  
HAYFIELD VILLAGE HALL

DECLARATION OF TRUST

Walker, Ashworth & Hiney.

Solicitors .

New Mills.

THIS DECLARATION OF TRUST is made the twelfth day of April One thousand nine hundred and sixty five BY JAMES LOMAS of "Lancrease" Marsh Lane New Mills in the County of Derby Plater, ARTHUR HUDDLESTON of 68 Lea Road Hayfield in the said County of Derby Insurance Agent, GORDON COOPER of 26 Highfield Rd Hayfield aforesaid Textile Printer and REGINALD COCKILL of Station Rd Hayfield aforesaid Calico Printer hereinafter called " the Trustees " which expression shall include the survivor or survivors of them or other the trustees or trustee for the time being hereof SUPPLEMENTAL to a Conveyance (hereinafter referred to as "the Conveyance" ) made the Sixth day of September One thousand nine hundred and sixty three between Lawerence Roland Wilkinson and Robert Sumner of the one part and the Trustees of the other part whereby a certain plot of land situate in Hayfield in the said County of Derby containing One thousand and fifty square yards and six square feet or thereabouts together with the buildings erected on the said plot of land or on some part thereof were conveyed to the Trustees in fee simple in trust for the Charity called the The Hayfield Village Hall and the parties hereto have determined to enter into this deed in manner and to the effect hereinafter appearing,

NOW THIS DEED WITNESSETH that in consideration of the premises they the Trustees and each of them hereby declare that they and the survivors and survivor of them and personal representatives of such survivor and there or his assigns shall stand and be seised of and

interested in the said property and premises comprised in the Conveyance upon the trust and subject to the powers and provisions set out in the First Schedule hereto.

IN WITNESS hereof the said parties hereunto set the hands and seals on the day and year first before written

#### THE FIRST SCHEDULE

##### Clause 1: VILLAGE HALL

(1) The Property comprised in the Conveyance (hereinafter called "the Trust Property") shall be held upon trust for the purpose of a Village Hall for the use of the inhabitants of Hayfield and the neighborhood ( 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 Hayfield Village Hall 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 Trustees.

## Caluse 2: VESTING IN THE OFFICIAL CUSTODIAN FOR CHARITIES

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

## Clause 3 Committee of Management

(1) The committee of Management ( hereinafter called " the Committee") shall consist of Elected and Representative Members and may include Co-opted Members

(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) Twentyseven representative Members of the Committee shall be appointed by such appointing organisations as are set out in the Second 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 next after their appointment and expiring at the

end of the Annual General meeting in the following year.

(4) The Committee shall have the power to co-opt not more than five 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

#### Clause 4: ADDITIONAL MEMBERS

In the event of any application for representation on the Committee being received from existing or newly formed organisation operating in the area of benefit the committee may upon resolution supported at a duly constituted meeting of the Committee by the votes of the 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 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 Secretary of State for Education and Science.

#### Clause 5: CASUAL VACANCIES

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 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.

#### Clause 6: FAILURE TO APPOINT

The proceedings of the Committee shall not be invalidated by any failure to appoint or any defect in the appointment election of qualification of any Member.

#### Clause 7: DECLARATION OF MEMBERS

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.

#### Clause 8: MEMBERS NOT TO BE PERSONALLY INTERESTED IN THE FOUNDATION

Except with the approval in writing of the Secretary of State for Education and Science 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.

#### Clause 9: DETERMINATION OF MEMBERSHIP

Any Member who is judged 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.

#### Clause 10: MEETINGS OF COMMITTEE

The Committee shall hold at least two ordinary meetings in each year and may hold such other 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 other members of the matters to be discussed.

#### Clause 11: CHAIRMAN AND VICE-CHAIRMAN

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 meeting 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.

#### Clause 12: VOTING

Every matter shall (except as in this Deed provided) be determined by the majority of the members present and voting on the question. In the case of equality of votes the Chairman of the meeting shall have a second or casting vote.

#### Clause 13: ANNUAL GENERAL MEETING

(1) There shall be an Annual General Meeting in connection with the Foundation which shall be held in the month of February 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 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 of 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, 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 on the Foundation for the preceding year.

#### Clause 14: APPLICATION OF INCOME

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 the Deed.

#### Clause (15) REPAIRS AND INSURANCE

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.

#### Clause (16) SURPLUS CASH

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 Secretary of State for Education and Science) be treated as Capital and invested.

#### Clause (17) FURTHER ENDOWMENTS

The Committee may receive any additional donation or endowments for the general purposes of the Foundation.

#### Clause (18) MINUTES AND ACCOUNTS

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 Secretary of State.

for Education and Science.

#### Clause (19) USE BY OTHER BODIES

(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 payment in respect or 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 the purposes specified in this Deed subject to a payment sufficient at least to defray the expense incidental to the use in each case but so as not substantially to interfere with its use for the said purposes.

#### Clause 20: MORTGAGES AND CHARGES

The Committee may with the consent of the Secretary of State for Education and Science from time to time by mortgage or otherwise obtain such advances on the security of the Trust Property on any part thereof as may be required for maintaining extending or improving the same or any part thereof or erecting any buildings thereon or for the work carried on therein and may continue or re-pay in whole or in part and from time to time any existing mortgage or charge on the Trust Property.

#### Clause 21: LIQUIDATION

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 purpose stated in Clause 1 it shall call a Meeting of the inhabitants of the age of Eighteen years of upwards of the area of benefit in 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 Secretary of State for Education and Science 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 purpose of other property approved by the committee and to be held upon the trust for the purposes and subject to the provisions here-inbefore 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 Secretary of state for Education and science and meanwhile such moneys shall be invested in the name of the Official custodian for Charities 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.

## Clause 22: RULES AND REGULATIONS

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 other 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 Members for the time being

## Clause 23: QUESTIONS UNDER DEED

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 by the Minister of Education, upon such application made to him for the purpose as he thinks sufficient.

## Caluse 24: INTERPRETATION

The Intepretation Act 1889 shall apply for the interpretation of this Deed as it applies for the interpretation of an Act of Parliament.

## THE SECOND SCHEDULE ORGANISATIONS

The Committee of the Hayfield Youth Club  
The Committee of the New Mills Youth Centre  
The Committee of the British Legion  
The British Red Cross Society (Hayfield Branch)  
The Parochial Church Council (St Matthews Church)  
The Leaders' Meeting of St John's Methodist Chapel Hayfield  
The Leaders' Meeting of Hugh Bourne Chapel, Hayfield  
The Leaders' Meeting of Zion Chapel, Birch Vale  
The Leaders' Meeting of Little Hayfield Chapel, Little Hayfield  
The Womens Voluntary Service (Hayfield Branch)  
Hayfield County School  
The committee of Hayfield Cricket Club  
1st Hayfield Troop Boy Scouts Association  
1st Hayfield Wolf Club's Pack - Boy Scout Association  
1st Hayfield Company Girl Guides Association

1st Hayfield Brownies Pack - Girl Guides Association  
The Committee of the Hayfield Players (Dramatic Society)  
The Committee of the Hayfield Arts Group  
The National Federation of Old Age Pensioners Association  
The Committee of the Co-operative Womens Guild  
The Ancient Order of Foresters Friendly Society - Court Kinder  
Scout  
The Hayfield May Queen Festival Committee  
The Public Health Dept Derbyshire County Council  
The Hayfield Parish Council  
The Chapel en le Frith Rural District Council

Signed Sealed and Delivered  
by the said James Lomas in the presence of: - )

Signed Sealed and Delivered  
by the said Arthur Huddleston in the presence of: - )

Signed Sealed and Delivered  
By the said Gordon Cooper in the presence of :- )

Signed Sealed and Delivered

by the said Reginald Cockill in the presence of :- )

Last page

Transcribed from original Deed provided by Charities Commission

Cllr Philip E Gee

May 2009