

CHAPEL ST LEONARDS VILLAGE HALL
"RULES AND CONSTITUTION"

Extracted from the terms of the lease originally signed in 1974

Verbatim copy of the powers and provisions set out in the First Schedule to the said Conveyance dated the Twenty fourth day of November One Thousand nine hundred and sixty one. As from the day of February One Thousand Nine Hundred and Seventy Four (1974).

Clauses 2,4,8,16,20,21,23.of such schedule shall be read end construed if the words "Charity Commission" were inserted therein in place of "Minister Of Education".

Clause 1; VILLAGE HALL

(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 Chapel St Leonards 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.

(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 Chapel St Leonards Village Hall by the Committee or Management hereinafter constituted who shall be the Administering Trustee 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 persons to whom the property is conveyed.

Clause 2; VESTING IN THE OFFICIAL CUSTODIAN FOR CHARITIES

The Committee and all persons holding any property on behalf of the Foundation shall unless the ("*Charity Commission*") in writing otherwise directs take such steps as are necessary for the purpose of investing in the Official Custodian for Charities 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 call "*the Committee*") shall consist of Elected and Representative Members and may include Co-opted Members.

(2) Six (6) 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) Eleven (11) Representative Members of the Committee shall be appointed by such appointing Organisation as 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 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 Four (4) 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 Representative on 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 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 if the Committee in the manner as if such Organisation ad 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 ("Charity Commission").

Clause 5; CASUAL VACANCIES

Upon the occurrence of a casual vacancy the Committee shall cause 2 note thereof to be entered in their minute book at their next meeting and if the office of Representative Members it shall be notified as soon as possible to the proper appointing Organisation. A Member appointed to fill a casual vacancy shall hold office only for the unexpired term of office to the Member whose place he/she is appointed.

Clause 6; FAILURE TO APPOINT

The proceedings of the Committee shall not be invalidated by any failure to appoint 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 trust of this Deed.

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 ("Charity Commission") the Member of the Committee or his/her spouse shall take or hold any interest in any property belonging to the Foundation otherwise than as a Trustee for the purpose thereof or receive any remuneration or be interested in the supply of work or goods at the cost of the Foundation.

Clause 9; DISCRIMINATION OF MEMBERSHIP

Any Member who is adjudged bankrupt or who makes a composition or arrangement with his/her creditors or who so 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 (2) ordinary meetings in each year and may hold such other ordinary meetings as may be required. A special meeting may summoned at any time by the Chairman of any two (2) Members upon seven (7) 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 after the Annual General Meeting shall elect one of their members to be Chairman of their meeting and may elect one of their members 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 the Members to preside at the 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 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* shall be held in the month of April each year or as soon as practicable thereafter.
- (2) All inhabitants of the area of benefit of eighteen (18) 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 whom this property is conveyed and subsequent Annual General Meetings by the Committee. Public notice of every Annual General Meeting shall be given to the area of benefit at least seven (7) days before the date thereof by affixing a notice to some conspicuous part of the Trust Property (Village Hall) or some other conspicuous place in the area of benefit and by such other means as the Committee shall think fit.
- (4) The person who are present at the first Annual General Meeting after the date of this Deed shall before any business is transacted appoint a Chairman of the meeting. The Chairman of subsequent Annual General Meeting shall be the Chairman for the time being of the Committee. In his/her absence the Vice-Chairman (if any) shall take the Chair. 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 the Annual General Meeting the report and accounts of 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

- (1) In the Maintenance upkeep and Insurance of the Trust Property (Village Hall) and the payment of rates taxed and other expense on connection therewith and its use for the purpose specified in this Deed.
- (2) In otherwise furthering the purpose specified in this Deed. tat

Clause 15;

REPAIRS AND INSURANCE

The Committee shall keep in repair insure against fire, burglary, public liability and other insurable risks all the buildings of the *Foundation* and is requires to be kept in repair and insured by the lessee or tenant thereof.

Clause 16;

SURPLUS CASH

Any sum of cash at any time belonging to the Foundation and not needed as a balance for working purpose shall (unless otherwise directed by the "*Charity Commission*") be treated as Capital and Invested.

Cause 17; FURTHER ENDOWMENTS

The Committee may receive any additional donations or endowments for the general purpose of the *foundation*.

Cause 17; MINUTES AND ACCOUNTS

They shall provide and keep a Minute Book and Account Books. 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 such Parish where there is no Parish Council and on demand to the "Charity Commission".

Cause 19; USE BY OTHER BODIES OR PERSONS

(1) Subject and without prejudice to any use by the Committee for the purpose 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 purpose 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.

(2) The Committee may from time to time permit the Trust Property to be used otherwise than for the purpose 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:

Clause 20; MORTGAGES AND CHARGES

The Committee may with the consent of the *Charity Commission* from time to time buy 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 out 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.

Clause 21; LIQUIDATION

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 this purpose stated in Clause 1 is shall call a meeting of the inhabitants of the ages 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 a majority of such inhabitants present at such Meeting and voting the Committee may with the consent of the *Charity Commission* let or sell the Trust Property (Village Hall) or any part thereof.

All moneys arising from such lettings or sale (after satisfaction of any liabilities properly payable thereout) shall with the consent as aforesaid be applied either in the purchase or other property approved by the Committee and to be held upon the Trust for the purpose and subject to the provisions hereinbefore set forth (including this power) or as near thereto as 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 *Charity Commission* and meanwhile such monies 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 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 -

(1) 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.

(2) The appointment as Secretary (to hold office at their pleasure) or one of themselves without remuneration or some other fit person at remuneration as the Committee may determine.

(3) The appointment of an Auditor Treasurer and such unpaid officers as they may consider necessary and the fixing of their respective terms of office.

(4) The engagement of dismissal of such paid officers as the Committee may consider necessary.

(5) 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.

(6) Any member who is deemed to bring the Foundation in to disrepute, by word or deed will relinquish their membership.

Clause 23;

QUESTIONS UNDER DEED

Any question as to the construction of this Deed or as to the regularity or the validity of any acts about to be done under this Deed shall be determined conclusively by the Charity Commission upon such application made to him/her for the purposes as he/her thinks sufficient.

Clause 24;

INTERPRETATION

The Interpretation Act 1889 applies to the interpretation of this Deed as it applies in an Act of Parliament.

THE SECOND SCHEDULE

The Chapel St Leonards Parish Church	x2
The Chapel St Leonards Parish Council	x1
The Chapel St Leonards Bowls Club	x2
The Chapel St Leonards Tuesday Club	x2
The Chapel St Leonards WI	x1
The Chapel St Leonards Carboots	x2
The Chapel St Leonards Kick Boxing	x1
Village Hall Fund Raising Co-ordinator	x2
Organisations / User TBA	x2
Chapel St Leonards Rate Payers	x6

Maximum Membership Must Not Exceed 21.

4th Edition of Amended Constitution

Amendments made and agreed to this Constitution at the Special General Meeting Thursday 31st August 2017

Signed Chairman



Vice Chair

Date 31/8/2017

To be attached to the original.