

DATED 27th August 1991

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See
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THE PARISH COUNCIL OF LITTLE MELTON (1)

- to -

MISS J DURRELL (2)

R SMITH ESQ

N DUFFIELD ESQ

DEED OF CHARITABLE TRUST

- relating to -

LITTLE MELTON COMMUNITY TRUST

Daynes Hill & Perks
Solicitors
Norwich



(PT1/ /KH/LMCC)

THIS CHARITABLE TRUST is made the 27th day of August 1991
BETWEEN (1) THE PARISH COUNCIL FOR LITTLE MELTON Norfolk ("the
Founder") of the one part and (2) MISS JEAN DURRELL of Brayend
School Lane Little Melton and RICHARD SMITH of The Old
Vicarage Mill Road Little Melton and NORMAN DUFFIELD of
Linden School Lane Little Melton ("the Original Trustees")
of the other part

WHEREAS The Founder with the intention of establishing a
charitable trust is proposing to pay to the Original Trustees
the sum of Ten Pounds (£10) to be settled Upon Trust

NOW THIS DEED WITNESSES as follows:-

1. NAME OF TRUST

(1) The Trust hereby established shall be known as THE
LITTLE MELTON COMMUNITY TRUST ("the Trust")

2. OBJECTIVES

The Trust is established for the purpose of:-

- (1) Providing or assisting in the provision of a
Village Hall/Community Centre or other facilities
for the use of the inhabitants of the Parish of
Little Melton and the surrounding area without
distinction of political religious or other
opinions including the use of premises for
meetings lectures and classes and for other forms
of recreation and leisure-time occupations with
the object of improving the conditions of life for
the said inhabitants
- (2) Such other charitable purposes as the Trustees
shall in their absolute discretion think fit
("the Charitable Objects")

3.

DEFINITIONS

In this Deed where the context admits:

- (1) "the Trustees" means the Original Trustees or other the trustees or trustee for the time being hereof
- (2) "the Trust Fund" means:
 - (a) the said sum of Ten Pounds (£10)
 - (b) all property accepted by the Trustees as additions to the Trust Fund (including property subject to special conditions)
 - (c) all other property which in whatever manner is added to or becomes part of the capital funds of the Trust (including authorised accumulations and capital accretions)
 - (d) all property for the time being representing the foregoing respectively (or any part or parts thereof)
- (3) "Charitable" means charitable according to the Law of England and Wales
- (4) a "Charity" means any trust company association foundation or other body (corporate or unincorporated) established in any part of the world exclusively for charitable purposes
- (5) "Special Conditions" means special conditions applicable to particular property as provided in Clause 5
- (6) "Property" means movable or immovable property of any kind including but without limitation things in action and money

4. THE TRUST FUND

(1) Trust of Income

The Trustees shall hold the income of the Trust Fund in trust (subject to any Special Conditions) to pay or apply in promotion of the Charitable Objects and in or towards such charitable purposes in such manner as the Trustees from time to time think fit (but with power to accumulate income as provided below)

(2) Power over capital

Notwithstanding the foregoing trust of income the Trustees may at any time or times at their discretion (but subject to any Special Conditions) pay or apply the whole or any part or parts of the capital of the Trust Fund in promotion of the Charitable Objects and in or towards such charitable purposes in such manner as the Trustees from time to time think fit

(3) Payments to other charities

In applying income or capital at any time or times under sub-clauses (1) and (2) of this Clause the Trustees may instead of applying it directly for charitable purposes pay or transfer it to another charity and in any such case the receipt of the person professing to be the treasurer or other proper officer of the recipient charity shall be a full discharge to the Trustees who shall not be required to see to the proper payment or application of the property paid or transferred

5. FUND RAISING

For the purpose of promoting the Charitable Objects but not further or otherwise the Trustees:

- (1) may from time to time invite or accept contributions by way of donation bequests subscription or otherwise PROVIDED that the Trust shall not undertake any permanent trading activities in raising funds for its charitable objects
- (2) agree in relation to any such contributions to be bound by Special Conditions as to the manner of application or otherwise

6. ADMINISTRATIVE POWERS OF TRUSTEES

In promotion of the Charitable Objects but not further or otherwise the Trustees shall have the following powers (exercisable at any time or times) in addition to all other powers vested in them by law or by this Deed

- (1) Accumulations
Power during the period of twenty-one years from the date of this Deed to accumulate the income of the whole or any part or parts of the Trust Fund by investing the same and the resulting income thereof in any investments hereby authorised the accumulations to be held as an accretion to the capital of the Trust Fund and as one fund therewith for all purposes
- (2) Investment
Power to invest and vary the investment of any money for the time being comprised in the Trust Fund as the Trustees think fit and investments

shall be taken to include laying out money for or towards the alteration improvement repair or decoration of property the acquisition of assets which do not produce income and the purchase of property with a view to its being used for any charitable purposes

(3) Mortgaging

Power (subject to the provisions of Section 29 of the Charities Act 1960 in so far as these may apply) to raise money on the security of any property at any time comprised in the Trust Fund by a mortgage or charge of any kind the money so raised (after deduction of the expenses of raising it) to be held by the Trustees upon such of the trusts and with such of the powers declared and contained in this Deed as relate to money comprised in the Trust Fund

(4) Employment of Agents etc

Power to employ any agent or servant to transact any or all business of whatever nature including acts involving the exercise of a discretion required to be carried out in furthering the Charitable Objects (any person so employed to be allowed and paid all reasonable and proper out of pocket expenses incurred by him) provided that all acts and proceedings of such agent or servant to whom powers are so delegated shall be fully and promptly reported back to the Trustees as soon as practicable and provided further that no such agent or servant shall incur any expenditure on

behalf of the Trust except in accordance with a budget previously agreed by the Trustees

(5) Payment of Agents etc

Power to pay any person employed not being a trustee such salary wages fees commission or other remuneration as the Trustees consider reasonable

(6) Insurance

Power to spend money on the insurance of any property comprised in the Trust Fund to its full value against such perils and upon such terms as the Trustees reasonably think fit

(7) Debiting of Expenses

Power to debit the proper expenses of the Trustees (whether authorised by this Deed or general law) either to capital or to income (or between the two) in such proportions as they think fit

(8) Custodian Trustee

Power to appoint any corporation as a custodian trustee upon such reasonable terms as to remuneration and otherwise as the Trustees think fit and to transfer the whole or any part of the Trust Fund to or to control of the corporation so appointed

(9) Alteration of Name

Power by written declaration to alter the name of the Trust

(10) Collaboration

Power to co-operate and collaborate with voluntary bodies and statutory authorities operating in

similar charitable fields and to exchange information and advice

(11) Bank Accounts

Power to establish and operate both current accounts and deposit accounts with bankers in the name of the Trust PROVIDED THAT cheques drawn on such accounts shall be signed by not less than two Trustees

(12) Premises

Power to purchase take on lease or in exchange hire or otherwise acquire any property and any rights and privileges necessary for the attainment of the said objects and to construct maintain and alter any buildings or erections so necessary as aforesaid

(13) Management

Power to make regulations for the management of any property which may be acquired

(14) Informal Decisions

Power to implement decisions of the Trustees reached informally provided that such decisions are ratified at the next or subsequent meeting of the Trustees

(15) Reports

Power to issue periodical reports on the work of the Trustees

(16) Support

Power to establish support or aid in the establishment or support of any charitable purposes in

any way connected with or calculated to further the Charitable Objects

(17) Residual Matters

Power to carry out and do all such other lawful acts and things (whether or not falling within any of the foregoing categories of powers) as may be requisite or incidental to the proper administration of or will promote the attainment of the Charitable Objects

7. PROFESSIONAL TRUSTEE CHARGING CLAUSE

Any Trustee for the time being hereof being a solicitor accountant or any other person engaged in any profession shall be entitled to charge and be paid all usual and reasonable professional or other charges for work done by him or his firm in connection with the execution of the trusts hereof when instructed by his co-trustees so to act in that capacity on behalf of the Trust

8. TRUSTEE - EXCLUSION OF LIABILITY

No Trustee shall be liable for any loss to the property of the Trust arising by reason of any improper investment made in good faith (as long as he shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by him or by any other trustee hereof in good faith (provided reasonable supervision shall have been exercised) although the employment of such agent was strictly not necessary or by reason of any mistake or omission made in good faith by any Trustee or by reason of any other matter or thing other than wilful and

individual fraud wrongdoing or wrongful omission on the part of the Trustee who is sought to be made liable

9. NUMBER OF TRUSTEES

(1) Whenever the number of the Trustees is reduced to less than three an appointment shall be made as soon as practicable in order to increase the number of Trustees to at least three

(2) Two of the Trustees shall be Little Melton Parish Councillors with the third Trustee being a member of the Management Committee of the Friends of Little Melton Community Trust

10. APPOINTMENT OF TRUSTEE AND DETERMINATION OF TRUSTEESHIP

(1) The power of appointing new Trustees hereof shall be vested in the Little Melton Parish Council

(2) Any Trustee who is an adjudged bankrupt or who makes a composition of arrangement with his creditors or who is incapacitated from acting or who communicates in writing to the Trust a wish to resign shall thereon cease to be a Trustee

(3) Any Trustee who is absent from four consecutive meetings of the Trustees and the other Trustees unanimously pass a resolution that such Trustee shall be removed from office shall thereon cease to be a Trustee PROVIDED that a Trustee faced with removal shall have a right to be heard by the other Trustees before a vote is taken

11. ACCOUNTS AND RECORDS

The Trustees shall keep proper accounts and records showing all receipts and payment and containing all such information as may be appropriate to the admini-

stration of the Trust and shall cause the said accounts to be audited each year by suitably qualified accountants (not being a trustee hereof) appointed by trustees

12. MEETINGS AND MINUTES

- (1) The Trustees shall cause proper minutes to be made of the proceedings of all meetings of the Trustees and all business transacted at such meetings by all the Trustees attending such meeting shall be sufficient evidence without any further proof of the facts therein stated
- (2) Notice of every meeting shall be sent by the honorary secretary to each Trustee (other than a Trustee for the time being not in the United Kingdom) Any notice posted ten clear days before the date of the meeting shall be deemed to have been duly served
- (3) Every notice of a meeting shall state the place day and hour of the meeting and the business to be transacted thereat

13. VARIATION

The Trustees may at any time or times at their discretion by deed vary all or any of the trusts powers and provisions hereinbefore contained or by law implied other than in Clause (10)2 and this Clause PROVIDED that no such variation shall cause any part of the capital or income of the Trust Fund to become payable or applicable for any purpose which is not in law a charitable purpose

14. EXCLUSION OF FOUNDER AND OF NON-CHARITABLE PURPOSES

Notwithstanding anything herein contained no power or discretion hereby or by statute or otherwise conferred on or made exercisable by the Trustees as trustees hereof shall be exercised in such a way as to confer a personal benefit on any person who is for the time being a Trustee hereof or in such a way as to result in the application of the Trust Fund or the income thereof or any part thereof respectively to or for the benefit of any purpose which is not wholly and exclusively charitable

15. WINDING UP OF THE TRUST

If the Trustees at any time unanimously decide that it is expedient to discontinue the Trust any asset remaining after the satisfaction of all its debts and liabilities shall not be paid to or distributed among the Trustees but shall be given to such other charitable institution or institutions having similar objects to the Trust as the Trustees shall with the approval of the Charity Commissioners decide

16. HEADINGS

The Clause and sub-clause headings in this Deed shall not affect its construction

IN WITNESS whereof the parties hereto have to this Deed set their hands and delivered the same this 27th day of August
One Thousand Nine Hundred and Ninety One

SIGNED AS A DEED by The Clerk)
of the Parish Council)
on behalf of THE LITTLE MELTON)
PARISH COUNCIL in the presence)
of:-)

Richard Sinden

Jean M Durrell

SIGNED AS A DEED by the said)
JEAN DURRELL in the presence)
of:-)

Jean M Durrell

Richard Sinden

SIGNED AS A DEED by the said)
RICHARD SMITH in the presence)
of:-)

Richard Sinden

Richard M.G. Smith

SIGNED AS A DEED by the said)
NORMAN DUFFIELD in the)
presence of:-)

Reginald Duffield

Norman Duffield

mmission

Date 3 Dec 1991

ex Report

Y TRUST

EA
ict
RFOLK

Place
LITTLE MELTON

Charity Category STANDARD

ER

N OF A VILLAGE HALL/COMMUNITY CENTRE OR OTHER FACILITIES FOR
F LITTLE MELTON AND THE SURROUNDING AREA WITHOUT DISTINCTION
NCLUDING THE USE OF PREMISES FOR MEETINGS LECTURES AND CLASSES
URF-TIME OCCUPATIONS WITH THE OBJECT OF IMPROVING THE
S. 2)SUCH OTHER CHARITABLE PURPOSES AS THE TRUSTEES SHALL IN

Financial Year Ends 31/03

Address "HABITAT" BRAYMEADOW LANE
LITTLE MELTON, NORWICH

Postcode NR9 3NQ

Address

Postcode