

THORNTON COMMUNITY CENTRE — copy of Governing Document

THIS LEASE AND TRUST DEED

made the eighteenth day of February One thousand nine hundred and seventy-two

BETWEEN THE PARISH COUNCIL OF THE PARISH OF BAGWORTH in the County of Leicester (hereinafter called the lessor which expression shall where the context so admits include the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term hereby created) of the one part and WILLIAM DICKSON WELSH of The School House Main Street Thornton in the County of Leicester Head Master and LEONARD WALTER CHAPLIN of 309 Main Street Thornton aforesaid Head Master (hereinafter called the lessees which expression shall where the context so admits include their successors in title) of the other part WITNESSETH as follows:

1. THE Interpretation Act One thousand eight hundred and eighty-nine applies for the interpretation of this deed as it applies for the interpretation of an act of Parliament.
2. THE lessees are the trustees of the Thornton Community Centre (hereinafter called charity)
3. IN consideration of the rent covenants and conditions hereinafter reserved and contained and on the part of the lessees to be paid observed and performed the lessor hereby demised unto the lessees all that piece or parcel of land situate at Thornton in the County of Leicester more particularly described in the plan annexed hereto and thereon edged red in manner and upon the trusts and subject to the powers and provisions set out in the schedule hereto TO HOLD the same unto the lessees from the eighteenth day of February One thousand nine hundred and seventy two for the term of Ninety nine years paying therefore during the said term the yearly rent of One pound in advance on the eighteenth day of February in each and every year the first of such payments to be made on the signing hereof
4. THE, lessees covenant with the lessor (but not so as to impose any personal liability on the Official Custodian for Charities if the said term should become vested in him) is follows:
 - (1) To pay the rent hereby reserved in manner aforesaid

without any deduction

- (2) To pay all existing and future rates taxes assessments and outgoings payable by law in respect of the demised premises by either the owner or the occupier thereof
- (3) To keep the demised premises and all fixtures and additions to the said premises in good and substantial repair and condition throughout the term and without any alteration except such as shall be previously sanctioned in writing by the lessor such sanction not to be unreasonably withheld and to yield up the same in such repair and condition (except as aforesaid) at the determination of the tenancy
- (4) To keep insured at all times throughout the tenancy in the joint names of the lessor and the lessees the demised premises from loss or damage by fire in some insurance office or with underwriters to be named by the lessor in a sum at least equivalent to the full market value for the time being of the demised premises and to make all payments necessary for the above purposes within seven days after the same shall respectively become due and to produce to the lessor or its agent on demand the several policies of such insurances and the receipt for each such payment and to cause all moneys received by virtue of any such insurance to be forthwith laid out in rebuilding and reinstating the demised premises PROVIDED ALWAYS that if the lessees shall at any time fail to keep the demised premises insured as aforesaid the lessor may do all things necessary to effect or maintain such insurance and any moneys expended by it for that purpose shall be repayable by the lessees on demand and be recoverable forthwith
- (5) Not to assign the demised premises except to a new trustee or new trustees for the purposes set out in the said schedule and not to underlet the same
- (6) To pay the lessors solicitors costs of and incidental to the preparation and completion of this lease and a counterpart thereof and all stamp duties thereon

5. THE lessor covenants with the lessees as follows:

That the lessees paying the rent hereby reserved and performing and observing the several covenants on the lessees' part herein contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the lessor or any person rightfully claiming under or in

trust for it

PROVIDED ALWAYS and it is hereby agreed and declared that if the rent hereby reserved or any part thereof shall be unpaid for twenty one days after becoming payable (whether formally demanded or not) or if any covenant on the lessees' part herein contained shall not be performed or observed then and in either of the said cases it shall be lawful for the lessor 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 lessor in respect of any breach of the lessees' covenants herein contained

IN WITNESS whereof the Chairman and two members of the council have pursuant to a resolution of the council passed on the, twenty eighth day of June One thousand nine hundred and seventy one hereunto set their hands and seals and the lessees have hereunto set their hands and seals the day and year first before written

FIRST SCHEDULE

Village Hall

1. (1) The property hereby demised (hereinafter called the trust property) shall be held upon trust for the purposes of a village hall for the use of the inhabitants of the Parish of Thornton in the County of Leicester (hereinafter called the area of benefit) without distinction of political religious or other opinions including 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

Administration by Committee

(2) The Charity shall be administered in conformity with the provisions of this deed by the committee of management hereinafter constituted (and hereinafter called the committee) who shall be the charity trustees of the charity within the meaning of section 46 of the Charities Act One thousand nine 'hundred and sixty

PROVIDED that until the end of the first annual general meeting to be held after the date of this deed the charity shall be administered in accordance with the provisions of this deed by the following persons:

William Dickson Welsh of School House Thornton
Leonard Walter Chaplin of 309 Main Street Thornton
Iris Gleeson of 137 Main Street Thornton
Michael Barrs of Woolacombe Merrylees Thornton
John Branson of 223 Main Street Thornton
George Fanner of 23 Highfields Thornton
Albert Spencer of 17 Highfields Thornton
Arthur Stevens of 64 Highfields Thornton
Thomas Wheatley of 81 Main Street Thornton
Nita Smith of Hilltop Nurseries Thornton
Gwen Warner of Reservoir Farm House Thornton
Bessie Willett of 108 Main Street Thornton
Dorothy King of 89 Main Street Thornton
Marian Priestnall of 30 Main Street Thornton
Fred Grouse of 79 Main Street Thornton
Olive Holmes of 267 Main Street Thornton
Jill Storer of 50 Main Street Thornton
George Lee of 49 Main Street Thornton
Keith Jordan of 47 Highfields Thornton
Kenneth Hill of 273 Main Street Thornton Iris Shaw of 59 Highfields Thornton
John Smith of Hilltop Nurseries Thornton
Carol Grouse of 79 Main Street Thornton
Robert Farmer of 263 Main Street Thornton
Michael Storer of 30 Gilbert Drive Newbold Verdon
David Wheatley of 55 Highfields Thornton

Vesting in the Official Custodian for Charities

2. The trustees and all persons holding any property of the charity shall take such steps as may be necessary for the purpose of vesting in the Official Custodian for Charities all freehold and leasehold lands and other property at any time belonging to the charity

Committee of Management

3. (1) Except as hereinafter in this clause provided the committee shall consist of six elected members and thirteen representative members and may include not more than four co-opted members

(2) The elected members (other than those appointed under sub-clause (8) of this clause to fill casual vacancies) shall be elected at the annual general meeting to be held as in

this deed provided

(3) One representative member shall be appointed by each of the following organisations:

The Thornton Youth Club

The Thornton and Bagworth British Legion

The Bagworth Parish Council

The Thornton Primary School Parent Teacher Association The Thornton Welfare Centre

The Thornton County Primary School Management Board The Thornton Young Wives Group

The Thornton Football Club

The Thornton Cricket Club

The Thornton Boy Scouts Group

The Thornton Womens Institute

The Parochial Church Council for the Parish of St. Peter at Thornton

A representative member shall ordinarily be appointed not more than one month before the annual general meeting: provided that an organisation which fails to appoint a representative member before such meeting shall make the appointment as soon as practicable thereafter.

Each Organisation shall notify to Secretary of the Committee the name of its representative

(4) Co-opted members shall be appointed at a duly constituted meeting, of the committee

(5) Subject to -the provisions of sub-clauses (6) and (8) of this clause the period of office of members shall commence:

(a) in the case of elected members at the end of the annual general meeting at which they were elected

(b) in the case of representative members appointed before the annual general meeting in any year at the end of that meeting or in the case of a representative member appointed after such annual general meeting or to fill a casual vacancy on the day on which notification of his appointment is received by the Secretary

(c) in the case of co-opted members from the date of their co-option

(6) All members of the committee shall retire from office together at the end of the annual general meeting next after the date on which they came into office but they may be re-elected or re-appointed

(7) In the event of any application for representation on the committee being received from any existing or newly-formed organisation operating in the area of benefit the committee may upon a resolution supported at a duly constituted meeting of the committee by the 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 of the committee in the same manner as if such organisation had been named in sub-clause (3) of this clause

(8) 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 the period of office of an elected member elected to fill a casual vacancy shall commence at the end of the meeting of the committee at which he was so elected

(9) The constitution of the committee as hereinbefore provided may on the application of the committee be altered from time to time by order of the Charity Commissioners or the Secretary of State (for Education and Science (hereinafter called the Secretary of State))

Failure to Appoint

4. 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

Declaration of Members

5. 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

Members not to be Personally Interested in the Charity

6. Except in special circumstances with the approval in writing of the Charity Commissioners or the Secretary of State no member of the committee shall take or hold any interest in any property belonging to the charity 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 charity

Determination of Membership

7. 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

Meetings of the Committee

8. The committee shall hold at least two ordinary meetings in each year. 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

Chairman and Vice-Chairman of the Committee

9. 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 vice-chairman shall continue in office until their respective successors are 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

Voting in the Committee

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

Annual General Meeting

11. (1) There shall be an annual general meeting in connection with the charity which shall be held in the month of May in 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 persons named in clause 1(2) 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 fourteen 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 conveners think fit

(4) 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 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. In case of equality of votes the chairman of the meeting shall have a second or casting vote

(5) The committee shall present to each annual general meeting the report and accounts of the charity for the preceding year

Rent and other Outgoings

12. The committee shall save harmless and keep indemnified the lessees against the rent and against all rates taxes and outgoings whatsoever including the cost of repairs and insurance against fire which are or at any time may become payable in respect of the demised premises under the covenants contained in this deed and on the part of the lessees to be observed and performed and from an against all proceedings damages costs claims and expenses on account of any breach of any of the said covenants and shall cause the demised premises and other property of the charity in so far as the same shall not be otherwise insured at all times to be sufficiently insured against all insurable risks including fire theft and public liability

Application of Income

13. After satisfying its obligations under clause 12 hereof the committee shall as and when it thinks fit apply the net yearly income for the purposes of the charity

Surplus Cash

14. Any sum of cash at any time belonging to the charity and not needed as a balance for working purposes shall (unless otherwise directed by the Charity Commissioners or the Secretary of State) be invested

Further Endowments

15. The committee may receive any additional donations or endowments for the general purposes of the charity and it may also accept donations or endowments for any special objects contacted with the charity not inconsistent with the provisions

of this deed

Minutes and Accounts

16. The Committee shall provide and keep a minute book and books of account. All proper statements of account in relation to the charity shall in each year be prepared as prescribed by section 32 of the Charities Act One thousand nine hundred and sixty and copies thereof shall be sent to the Parish Council of Bagworth and Thornton

Mortgages and Charges

17. At the request of the committee the lessees may with the consent of the Charity Commissioners or the Secretary of State (and any necessary consent of the lessor) 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 may repay in whole or in part and from time to time any existing mortgage or charge on the trust property

Letting or Sale

18. 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 I 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 threequarters of such inhabitants present and voting at such meeting the lessees may at the request of the committee and with the consent of the Charity Commissioners or the Secretary of State surrender their leasehold interest in the trust property for such consideration and upon such terms as may be approved by the Charity Commissioners or the Secretary of State. All moneys belonging to the charity including the proceeds of sale of any fixtures and fittings (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 shall 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 Commissioners or the Secretary of State and meanwhile such moneys shall be invested 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 in furthering the purposes specified in this deed

Rules

19. Within the limits prescribed by this deed the committee may from time to time make and alter rules for the management of the charity and in particular with reference to

- (a) The terms and conditions upon which the trust property may be used by persons or bodies other than the committee for the purposes specified in this deed and the sum (if any) to be paid for such use
- (b) The deposit of money at a proper bank and the safe custody of documents
- (c) The appointment of an auditor
- (d) The engagement and dismissal of such officers servants and agents as the committee may consider necessary and the payment of such persons (not being members of the committee)
- (e) The summoning and conduct of meetings including the number of members who shall form a quorum thereat:

PROVIDED that at meetings of the committee the quorum shall not be less than one third of the total number of the members for the time being.

SIGNED SEALED AND DELIVERED

by the Chairman and

THOMAS JAMES WILLIAM PETERS and

ROBERT HENRY FARMER

two members of the Bagworth Parish Council in the presence of

A. J. Chantrell