

DATED 1st October 1979

MRS. C.I. THOMAS
MRS. M.J. HUGH
MR. D.B. PRICE
MR. A.G. PRICE

DECLARATION OF TRUST

Langley-Smith & Sons
Solicitors
Gloucester

RECEIVED
19 OCT 1979
CHARITY
COMMISSION

RECEIVED
11 JUL 2002
SMALL GRANTS



DECLARATION OF TRUST is made the
1st day of October One

thousand nine hundred and seventy nine BY CONSTANCE IVY THOMAS of Upper Road Pillowell the wife of Charles Thomas MARGARET JEAN HUGH, of 13 Ash Close Lydney the wife of John Hugh DAVID BRIAN PRICE of Pimperne Woodland Place Yorkley Slade and ALAN GEORGE PRICE of Woodville Pillowell (hereinafter called "the Trustees" which expression shall where the context so admits include their successors in title) _____

W H E R E A S :-

This Deed is supplemental to (1) a Conveyance made the 25th day of April 1962 between Gloucester Co-operative and Industrial Society Limited of the one part and Raymond Jones Constance Ivy Thomas Thomas George Pearce (therein named George Pearce) and Margaret Jean Hugh (therein named Jean Hugh) of the other part of land and premises at Yorkley in the Township of West Dean in the County of Gloucester being the Old Bakery of the Pillowell and Yorkley Co-operative and Industrial Society (hereinafter called "the Trust Property") and (2) a Conveyance made the 8th day of July 1968 between the said Constance Ivy Thomas Thomas George Pearce (therein named George Pearce), Margaret Jean Hugh (therein named Jean Hugh) of the one part and David Brian Price (therein named Brian Price) of the other part of the Trust Property and (3) a Conveyance made the 1st day of October 1979 between the said Constance Ivy Thomas Margaret Jean Hugh David Brian Price of the one part and Alan George Price of the other part of the Trust Property _____

NOW THIS DEED WITNESSETH as follows:

1. (1) The Trust Property shall be held upon trust for the purposes of a village hall for the use of the inhabitants of the Parish and District of Pillowell in the County of Gloucester (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 _____

(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 1960. 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: Constance Ivy Thomas Margaret Jean Hugh
David Brian Price and Alan George Price _____

2. (1) Except as hereinafter in this clause provided the
committee shall consist of five elected members and eight
representative members and may include not more than two
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:

Coal Industry Social Welfare Organization

Village Action Committee

Football Club

Pillowell Band

Methodist Chapel

Education Committee Sewing Classes

Over 60's Club

Dog Training Classes

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 the 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)) _____

3. 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 _____

4. 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 _____

5. 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 cost of the charity _____

6. 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 _____

7. 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 the other members of the matters to be discussed _____

8. 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 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 _____

9. 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 _____

10. There shall be an annual general meeting in connection with the charity which shall be held in the month of _____ 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 of 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 _____

11. The committee shall cause all the buildings and other property of the charity at all times to be kept in repair and sufficiently insured against fire, theft, public liability and other insurable risks _____

12. 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 _____

13. 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 _____

14. 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 connected with the charity not inconsistent with the provisions of this deed _____

15. 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 1960 and copies thereof shall be sent to the Parish Council (or Chairman of the Parish Meeting) of _____

16. The committee may with the consent of the Charity Commissioners or the Secretary of State 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 _____

17. 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 1 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 three-quarters of such inhabitants present and voting at such meeting the committee may with the consent of the Charity Commissioners or the Secretary of State 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 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 _____

18. 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 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 _____

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written _____

SIGNED SEALED AND DELIVERED by
the said CONSTANCE IVY THOMAS
in the presence of:-

Constance Ivy Thomas

Witness
Edward John Jones
Witness
Myself
Edith Jones
John Jones
John Jones



Margaret Jean Hugh

SIGNED SEALED AND DELIVERED
by the said MARGARET JEAN
HUGH in the presence of:-

Agnes Watkins
Rose Estage
Russell Mr Sydney Gos
Housewife

SIGNED SEALED AND DELIVERED by
the said DAVID BRIAN PRICE in
the presence of:-

David Brian Price

E. J. Davies
38A Monmouth Road
Yarrington
Dunrobin
T41 2AZ
Fife Road

SIGNED SEALED AND DELIVERED by
the said ALAN GEORGE PRICE in
the presence of:-

Alan George Price

E. J. Davies
38A Monmouth Road
Yarrington
Dunrobin
T41 2AZ
Fife Road

Receipts