

**THIS DECLARATION OF TRUST made the Tenth day of January One thousand nine hundred and fifty two by STANLEY PLAYER MITCHELL of ‘Salthaven Kingsdown near Deal in the County of Kent Bank Manager (retired) and CECIL OSMOND YOUDEN of ‘Mount Pleasant Cottage’ Kingsdown aforesaid Civil Servant (retired) (herinafter called ‘the Trustees’) is supplemental to a Declaration of Trust dated the Twentieth day of July One thousand nine hundred and fifty one under the hands and seals of the Trustees WHEREBY the Trustees declared that they and the survivor of them and the personal representatives of such survivor would thenceforth stand possessed of certain freehold property being the former Old Church of England School at Ringwould Kingsdown aforesaid upon trust for the Parochial Church Council of St John the Evangelist at Kingsdown aforesaid and to be dealt with as the said Parochial Church Council should from time to time direct:**

**WHEREAS the said Parochial Church Council has directed the Trustees to execute the further Declaration of Trust in these presents hereinafter contained**

**NOW THIS DEED WITNESSETH that they the Trustees HEREBY DECLARE that they and the survivor of them and the personal representatives of such survivor will henceforth stand possessed of the said freehold property (hereinafter referred to as the Trust Premises) upon the trusts and subject to the powers and provisions set out in the First Schedule hereto IN WITNESS whereof the parties to seals the day and year first before written**

**February 2012**

Approved First Amendment to the 1952 Deed of Trust (clauses 3, 4, 6 and 10 amended)

**January 2014**

Approved, Resolution S280, (Second Amendment) to the 1952 Deed of Trust (clauses 1, 3, 4, and Second schedule, amended)

### **Clause One**

The Trustees, as the Committee of Management according to the Deed of Trust and the Charity Commission legislation, or legislation as amended from time to time by the Government or the Charity Commission, shall administer and manage the Charity. All members of the management committee are charity trustees for the purposes of charity law.

### **Clause Two**

The Trust which shall be known as St John’s Village Hall Kingsdown shall be held upon trust for the purposes of physical and mental training and recreation and social and moral and intellectual development through the medium of reading and recreation rooms, library, lectures, classes, recreations and entertainments or otherwise as may be found expedient for the benefits of the inhabitants of the Village of Kingsdown near Deal in the County of Kent and its immediate vicinity without distinction of sex or of political religious or other opinions subject to the provisions of these presents PROVIDED ALWAYS and notwithstanding anything to the contrary herein contained the Church of St John’s Kingsdown shall have the exclusive use of the Trust premises for its own

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purposes on all Sundays and Good Fridays free of rent and rates but subject such payment, if any, for heating and lighting as may be agreed on from time to time between the Vicar and Churchwardens of the said Church and the Committee of Management hereinafter referred to.

**The Second Schedule to be amended to read**

Names and Addresses of Representatives	Organisations
Mrs Jane Banks, Rosemary, The Rise, Kingsdown, Deal, Kent, CT14 8AY	Village Representative
Mrs Doreen Clark, Popinjay, Balmoral Rd, Kingsdown, Deal, CT14 8DB	The Committee of the Women’s Institute
Mrs Mary Fish, Sunmead, Glen Road, Kingsdown, Deal, Kent CT14 8BS	Village Representative
Mr Tony Graham, 30 North Road, Kingsdown, Deal CT14 8AG	Village Representative
Mrs. Raeanne Nightingale, Stoney Croft, Cliffe Road, Kingsdown, CT14 8AJ.	Pre-School
Mr Alan Smith, 38 Kings Close, Kingsdown, CT14 8BA	Parochial Church Council
Mark Thomas 49 Balmoral Road, Kingsdown, Deal, CT14 8BX	Parish Council

**Clause Three**

The general management and control of the Trust premises and the arrangements for their use shall be vested in a Committee of Management (hereinafter called the Committee) consisting of not more than fourteen members. The Committee shall, in the first instance, consist of Representatives appointed by their respective organisations in the manner defined under clause six, and the remainder consisting of members representing the interests in the said Parish who do not represent any organization, who are to be elected at each Annual General Meeting . No person so elected shall be eligible to be a member or continue to be a member of the Committee whose permanent place of residence is outside the area bounded by on the west by the Parish boundary on the north by the footpath running from Ringwoud Lynch to the bottom of Grams Road Walmer on the east by a line drawn from the bottom of Grams Road aforesaid to the south east corner of Walmer Castle and on the south by the sea, or according to any boundary changes imposed by The Parish Council, Dover District Council, or Parliament. Organisations shall each have the right to appoint one member to the Committee as defined under clause six on the occasion of each annual appointment of members. Members so appointed MUST live within a three miles radius of the premises.

**Clause Four**

There shall be an Annual General Meeting convened by the Committee in March each year.

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The Annual General Meeting shall be advertised not less than two weeks before the proposed date, both by electronic means and by posters displayed in conspicuous places in the village of Kingsdown.

Such notices will invite inhabitants of the age of eighteen and above of the village of Kingsdown to

- a) Receive the Report and Accounts of the Committee of Management;
- b) Accept the resignations of members of the Committee;
- c) Elect members to the Committee under Clause Three of the Deed of Trust;
- d) Take such action as the Annual General Meeting may decide under Clause Eight of the Deed of Trust.

If in any year an Annual General Meeting shall not be held in March, the Meeting for that year shall be held as soon as possible thereafter.

#### **Clause Five**

The Committee shall have power by a Resolution of the Committee passed at a meeting at which not less than two-thirds of all the members of the Committee vote in favour of the Resolution to allow any existing organisation in the said Parish not mentioned in the second column of the Second Schedule hereto and any other organisation which may hereafter be formed in the said Parish having aims of a social recreational or educational character consistent with those upon which the Trust Premises are held hereunder to appoint an additional member of the Committee in the same manner as if such organisation had been mentioned in the second column of Second Schedule hereto and for this purpose the total number of members of the Committee as provided for in clause 3 hereof may be increased but no such Resolution may be effective until it has been approved in writing by the Charity Commission.

#### **Clause Six**

All members of the Committee shall retire annually at the Annual General Meeting. Every organisation entitled to appoint a member of the Committee shall make the appointment according to the ordinary practice of their appointing body. Any such appointment must be made and notified in writing to the Committee secretary at the time of the appointment, and confirmed again in writing to the Committee secretary within one month before the Annual General Meeting. There shall be a quorum when at least five people are present at an annual general meeting.

#### **Clause Seven**

A casual vacancy arising from the death or resignation or removal of an appointed member of the Committee shall be filled by the organisation by which such member shall have been appointed and the person so appointed shall retire at the time when the vacating member would have retired. In the event of a vacancy arising through the death, resignation or removal of a member of the Committee elected by the Annual General Meeting the Committee shall have the power to fill such vacancy until the next Annual General Meeting.

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**Clause Eight**

If any organisation entitled to appoint a member of the Committee ceases to exist or fails to make an appointment in manner aforesaid before the Annual General Meeting in any year, the Annual General Meeting shall decide in what way, if at all, the vacancy shall be filled.

**Clause Nine**

The proceedings of the Committee shall not be invalidated by any vacancy among its members or by any defect in the appointment or qualifications of any member.

**Clause Ten**

No person shall be entitled to act as a member of the Committee whether on a first or any subsequent entry into office until after signing in the minute book or other written document of the committee a declaration of acceptance and willingness to act in the trusts of the Charity. The Committee may from time to time make and alter Rules and Regulations for the conduct of its business and for the summoning, conduct and recording in a Minute Book or other written document, and keeping an electronic copy of its meetings and in particular with reference to:-

The terms and conditions upon which the Trust premises may be used for entertainments meetings social gatherings and other purpose and the sum (if any) to be paid for such use.

The appointment of an Auditor, Treasurer and such other unpaid officers as it may consider necessary and the fixings of their respective terms of office.

The engagement and dismissal of such paid officers and servants for the Trust Premises as it may consider necessary.

The number of members who shall form a quorum at its meetings, provided that the number of members who shall form a quorum shall never be less than a third of the total number of members of the Committee.

The Committee will have the power to appoint, constitute and provide clear terms of reference for, such sub-committees as the committee may think fit. Such sub-committees shall be answerable to the Committee and all their acts and proceedings must be fully and promptly reported to the Committee. The Committee will have the power to delegate to any one or more of the members of the Committee any business of the Charity which is within the professional or business competence of such member or members. The Committee must agree the terms of reference of any such delegation and include them in the minutes of the meeting of the Committee at which the decision to delegate is made. The Committee must exercise reasonable supervision over any such member or members acting on their behalf under this provision and must ensure that all their acts and proceedings are fully and promptly reported to the Committee.

**Clause Eleven**

All payments in respect of the use of the Trust Premises and all donations for the benefit thereof shall be paid into a Trust Account at Lloyds Bank Ltd at Deal or at such other Bank as shall from time to time be substituted therefor by the Committee any such

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substitutions to be endorsed upon this Trust Deed together with a copy of the resolution relating thereto.

#### **Clause Twelve**

The moneys standing to the credit of the said Account shall be applied as the Committee shall decide in repairing and insuring the Trust premises or the furniture and effects therein and in paying all rent (if any), rates taxes salaries of paid officers and servants and other outgoings and in providing furniture games books newspapers periodicals and other literature and means of recreation and otherwise for the upkeep and improvement of the Trust Premises.

#### **Clause Thirteen**

The Committee may upon the vote of the majority of its members and (when necessary) with the consent of the Charity Commission from time to time by mortgage or otherwise obtain such advances on the security of the Trust Premises 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 repay in whole or in part and from time to time any existing mortgage or charge on the said premises.

#### **Clause Fourteen**

If the Committee by a majority decides at any time that on the ground of expense or otherwise it is necessary or advisable to discontinue the use of the Trust Premises in whole or in part for the purposes hereinbefore indicated it shall call a meeting of the inhabitants of the age of eighteen years or upwards of the Village of Kingsdown aforesaid and its immediate vicinity of which Meeting not less than fourteen days notice (stating that a resolution will be proposed therat) shall be posted in a conspicuous place or places on the Trust Premises and advertised in a newspaper circulating in the said Parish 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 Premises 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 premises 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 will permit or towards such other charitable purposes or objects for the benefit of the inhabitants of the Village of Kingsdown aforesaid and its immediate vicinity as may be approved by the Charity Commission and meanwhile such moneys shall be invested in the names of the Official Trustees of Charitable Funds 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 Premises may properly be applied.

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**Clause Fifteen**

If any Rules and Regulations made under the power in that behalf hereinbefore contained are inconsistent with the provisions of these presents the latter shall prevail.

**SIGNED SEALED AND DELIVERED**

The first amendments to the 1952 Deed of Trust were minuted as approved, agreed, and voted on at a meeting of the Committee held on 10<sup>th</sup> January 2012 and at a meeting of the Committee held on 7<sup>th</sup> February 2012.

The second amendments to the 1952 Deed of Trust were minuted as approved, agreed, and voted on at a meeting of the Committee held on 12<sup>th</sup> February 2014 and at a meeting of the Committee held on 4<sup>th</sup> March 2014. Charity Commission Resolution S280 dated 31<sup>st</sup> March 2014.

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