

## **Bledlow Village Hall (Charity 300232)**

### **The First Schedule**

This document sets out the way in which the Permanent Trustees will manage the Charity and where annotated, it has been amended to reflect additions and changes made since the First Schedule was created in 1931

#### **1 Purpose**

The Permanent Trustees shall forthwith apply to the Charity Commissioners for England and Wales for an order vesting the premises hereby conveyed in the Official Trustees of Charity Lands. The Permanent Trustees shall hold the premises hereby conveyed and the equipment and fittings, furniture and effects from time to time being therein and belonging thereto (hereinafter called “the trust premises”) upon trust to permit the same at all times hereafter to be used and enjoyed for the purpose of physical and mental recreation, and spiritual, social, moral and intellectual development and any other purpose at the discretion of the Management Committee for the benefit of the inhabitants of the Parish and its immediate vicinity without distinction of sex, religious creed or of political or other opinions.

#### **2 The Management Committee**

The general management and control of the trust premises and the arrangement for their use shall be vested in a Committee of Management (hereinafter called “the Committee”). The first members of the Committee shall be the persons named as parties hereto of the third part and they shall continue to act as the Committee until the first of the Annual General Meetings below provided for at which time they shall retire but shall be eligible for re-election.

#### **3 Constitution**

Subject as aforesaid the Committee shall be constituted as follows:

- a) The Principal Donor (Mrs Christopher James) or her Nominee so long as she or he continues to reside in the Parish of Bledlow and willing to act shall be and remain a Member of the Committee without the necessity of being annually elected.
- b) Election of Members – Each of the following organisations acting by its Committee for the time being namely: Bledlow Women’s Institute, Bledlow Athletic Club, Bledlow Tennis Club, Parochial Church Council, Wesleyan Trustees and Parochial School Managers, shall on the occasion of each Annual Appointment of Members of the Committee have the right to appoint one member thereon. The statement in writing of the Secretary of such organisations shall be sufficient evidence that the persons named therein have been validly appointed on each occasion and if any such organisations in any year fail or omit to make any appointment within fourteen days prior to the Annual General Meeting then the retiring nominee of the organisation shall for the ensuing year be deemed to have been duly appointed by that organisation to serve on the Committee and shall be entitled to serve accordingly. The Committee shall have the power (by a two thirds majority of the members present and voting) to allow any other organisation that may hereafter have formed within the Parish with aims of a social, recreational or educational character not inconsistent with this Foundation Deed to appoint in the manner aforesaid not more than one member of the Committee and for this purpose the number of members of the Committee may be increased. If any organisation entitled to appoint a member of the Committee should cease to exist the Committee (by a like majority vote aforesaid) shall have power to determine

whether and in what way the vacancy thus created is to be filled. The provisions above mentioned as to the statement in writing of the Secretary of one of the now existing organisations and as to the acting of the retiring nominee (in certain events) as duly appointed member of the Committee shall extend to any organisation for the time being enabled to appoint a member of the Committee.

- c) Co-option (amended 18<sup>th</sup> November 1977) – In addition to the members of the Committee appointed by Parish organisations five persons (one of whom shall be the Vicar of the Parish if invited by the majority of the nominated members) shall be co-opted annually by those present at the Annual General Meeting to serve on the Committee.
- d) Co-option - In addition to the members of the Committee appointed by Parish organisations or by co-option as above mentioned, the Committee shall have the power to co-opt not more than two members if considered desirable or advisable.
- e) Permanent Trustees (added 7<sup>th</sup> December 2010) – In addition to the members of the Committee appointed by Parish organisations up to five Permanent Trustees shall be members of the Committee.
- f) Retirement (added 2<sup>nd</sup> December 2014) – Permanent Trustees will automatically retire at age 80. However, if they are engaged on important matters on behalf of the committee, they can be co-opted onto the management committee until that business is concluded.

4 All the members for the time being of the Committee except as provided by Clause 3 (a) shall hold office until the Annual General Meeting next following their respective appointments and they shall retire at such meeting and their places shall be filled by newly appointed members, but a retiring member may be re-appointed.

5 There shall be an Annual General Meeting convened by the Committee in the month of October in each year or so soon thereafter as possible by one week's notice (to be affixed to some conspicuous part of the trust premises or other conspicuous place or places in the Parish) of the inhabitants of the Parish of the age of eighteen years or upwards of either sex for the purpose of receiving the Report and Accounts of the Committee.

6 A casual vacancy arising from the death, resignation or otherwise of a member of the Committee may in case of a member appointed by the Committee of a Parish organisation be filled by that Committee and in the case of a co-opted member be filled by co-option by the surviving or remaining members of the Committee. Any person appointed to the Committee to fill a casual vacancy shall retire at the time when the vacating member would have retired.

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

8 The Committee may from time to time make, vary or rescind Rules and Regulations for the conduct of its business and of the trust premises and for the summoning and conduct of its meetings and in particular with reference to:

- a) The terms and conditions upon which the trust premises or any part thereof may be used or let for entertainments, lectures, classes, meetings, social gatherings and other purposes and the Fees, Subscriptions and Moneys (if any) to be paid for the same or otherwise by persons using the trust premises.
- b) The hours or times of opening or closing the trust premises and the proper care of the same including the closing of the trust premises during the execution of any repairs or improvements.

- c) The appointment of a Secretary or Treasurer, Auditor or such other officers as it may consider necessary and the fixing of the respective terms of office.
- d) The engagement or dismissal of such paid officers and servants for the premises as it may consider necessary.
- e) The number of members who shall form a quorum at any meeting of the Committee.
- f) The delegation to Sub Committee or to an individual member of the Committee of any business powers or duties of the Committee.
- g) The exclusion or suspension (whether temporarily or permanently) from the trust premises of persons who by their conduct have in the opinion of the Committee rendered it undesirable that they should enjoy the privileges of the trust premises.
- h) The keeping of accounts.
- i) All payments in respect of the use of the trust premises and all subscriptions and donations or other moneys received for the benefit thereof shall within one month after the same have come to hand be paid into the trust account at Lloyds Bank Princes Risborough in the County of Bucks or such other Bank as shall from time to time be substituted thereafter by the Committee.

10 The above mentioned moneys shall be applied as the Committee shall decide in repairing and insuring or improving or extending the trust premises and as regards furniture and effects in replacing the same when occasion requires and in paying all rates, taxes, salaries or wages paid to officers, servants and employees and other outgoings (including any payments necessary under the next succeeding clause hereof) and in providing at the discretion of the Committee such furniture, fittings, articles, games, books, newspapers, periodicals and other literature and means of recreation or instruction as shall appear desirable for the upkeep and improvement of the trust premises and generally at the like discretion in procuring, providing or supplying all such services, materials, stores and other things as may appear desirable for the occupation and use of the trust premises for the purpose aforesaid.

11 The Committee out of the above mentioned moneys shall provide the Permanent Trustees with sufficient funds to meet all such expenditure (if any) in connection with the trust premises as the Permanent Trustees may be or become liable for and shall keep the Permanent Trustees indemnified against all liability in respect thereof including any liability arising by reason on any matter restriction or stipulation contained in these presents or any indemnity given by the Permanent Trustees in respect thereof.

12 The Committee may upon the vote of a majority of its members and with the consent (where necessary) of the Charity Commissioners 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 or re-modelling any building thereon or for the work carried on therein and may continue or repay in whole or in part from time to time any existing mortgage or charge on the trust premises.

13 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 purpose hereinbefore indicated it shall call a meeting of the inhabitants of the age of eighteen years and upwards of the Parish of which meeting fourteen days notice (stating that a resolution will be proposed thereat and the nature or terms thereof) shall be posted in a conspicuous place or places on the trust premises and advertised in a Local Newspaper circulating in the Parish and if such a decision shall be confirmed (with or without modification) by a majority of such inhabitants present at such meeting and voting, the Committee may with the consent of the Charity Commissioners 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 or hiring 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 for or towards such other charitable purposes or objects for the benefit of the inhabitants of the Parish as may be approved by the Charity Commissioners and meanwhile such money shall be invested in the name 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.

14 If any Rules or Regulations made under Clause 8 hereof are inconsistent with the provisions of these presents, the latter shall prevail but subject as aforesaid all Rules and Regulations made by the Committee shall be binding upon all persons using or resorting to the trust premises and each such person shall be deemed to have been contracted with the Committee to observe perform and comply with the same.

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