



28A

is made the *thirtieth*
day of *October* One

thousand nine hundred and sixty seven B E T W E E N THE PARISH
COUNCIL OF ST BRIAVELS in the County of Gloucester (hereinafter
called "the Council") which expression shall where the context admits
include the person for the time being entitled to the reversion
immediately expectant upon the term hereby granted) of the one part



(hereinafter called "the Lessees") which expression shall where the
context admits include their successors in title) of the other part

W I T N E S S E T H as follows :-

1. IN consideration of the rent covenants and conditions
hereinafter reserved and contained and on the part of the Lessees to
be paid performed and observed the Council HEREBY DEMISES unto the
Lessees ALL THOSE two pieces or parcels of land situate in the
Village and Parish of St Briavels in the County of Gloucester being
numbered 471 and part 639 on the Ordnance Survey Map for the said
Parish (1921 Edition) Gloucestershire sheet XLVL. 3 and which said
land is now known as The St Briavels War Memorial and Playing Fields
Together with the buildings and childrens playground equipment
thereon TO HOLD the same unto the Lessees from the *twentieth third*
day of *November*. One thousand nine hundred and sixty seven for
the term of THIRTY-FIVE YEARS PAYING THEREFOR during the said term
the yearly rent of TWO POUNDS TWO SHILLINGS the first payment
whereof shall be made on the *twentieth third* day of *November*
One thousand nine hundred and sixty eight _____

2. THE Lessees HEREBY COVENANT with the Council (but not so as
to impose any personal liability on the Official Custodian of
Charities if the said term should become vested in him) as follows:-

- (a) To hold the demised premises upon the trusts and subject to the powers and provisions set out in the Schedule hereto _____
- (b) To pay the rent hereby reserved in manner aforesaid without any deduction _____
- (c) To pay all existing and future rates taxes assessments and outgoings payable by law in respect of the demised premises either by the owner or the occupier thereof _____
- (d) To maintain in good and sufficient repair all the gates hedges and fences belonging to the demised premises _____
- (e) To keep all the land hereby demised clear and free from weeds and thistles and the grass properly cut _____
- (f) To permit the Council and its servants officers and workmen to enter upon the demised premises at all reasonable times to inspect the condition thereof and to remedy forthwith any defect arising from the Lessees covenants herein contained of which notice shall be given to the Lessees _____
- (g) Not without the previous consent in writing of the Council to erect or permit or suffer to be erected any building on the demised premises but if such permission shall be given by the Council then the Lessees shall:-
- (i) where such permission is necessary obtain the permission of the appropriate planning authority under the provisions of the Town and Country Planning Act 1962 and _____
- (ii) make such application both in their own names and on their own behalf and if so required by the Council also in the names of the Council and on its behalf _____
- (iii) the Lessees shall obtain all approvals of plans permissions and other things necessary for the execution of the erections and comply with the regulations byelaws and other matters prescribed by any competent authority either generally or in respect of the specific works undertaken in such erection _____
- (iv) All the above provisions in this sub-paragraph shall be complied with at the expense of the Lessees _____
- (h) Not to assign the demised premises except to a new Trustee of new Trustees for the purpose set out in the said Schedule and not to underlet the same _____

3. THE Council COVENANT with the Lessees as follows :-

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That the Lessees paying the rent hereby reserved and performing and observing the several covenants on their part herein contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Council 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 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 Council 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 Council in respect of any breach of the Lessees' covenants herein contained

OPTION 4.
FOR FURTHER
TERM

IT IS MUTUALLY AGREED as follows :-

If the Lessees shall be desirous of continuing the tenancy hereby created for a further term of Thirty-five years at the expiration of the term hereby granted and shall not less than Six months before the expiration of the said term give to the Council a notice in writing of such their desire and shall pay the rent hereby reserved and perform the several stipulations herein contained and on their part to be observed up to the termination of the tenancy hereby created then the Council will let the premises to the Lessees for the further term of Thirty-five years from the expiration of the term hereby created at the same rent as is herein reserved and subject in all other respects to the same stipulations as are herein contained except this clause for renewal

I N W I T N E S S whereof [redacted] and

[redacted] two members of the Council have hereunto set their hands and seals pursuant to a resolution of the Council passed on the ninth day of October One thousand nine hundred and sixty seven and the Lessees have hereunto set their hands and seals the day and year first above written

THE SCHEDULE referred to

WAR MEMORIAL
& PLAYING
FIELDS

1. (1) The Property hereby demised (hereinafter called "the Trust Property") shall be held upon trust for the purposes of a War Memorial and Recreation Ground for the use of the inhabitants of the Parish of

St Briavels aforesaid (hereinafter called "the area of benefit") without distinction of sex or of political religious or other opinions and in particular for forms of recreation and leisure time occupation with the object of improving the conditions of life of the said inhabitants _____

(2) The Charity hereby created (hereinafter called "the Foundation") shall be administered in conformity with the provisions of this Deed under the title of "The St. Briavels War Memorial and Playing Fields" by the Committee of management hereinafter constituted (and hereinafter called "the Committee") who shall be the administrative Trustees thereof PROVIDED that until the end of the First Annual General Meeting to be held after the date of this deed the Foundation shall be administered by the Council _____

VESTING IN
THE OFFICIAL
CUSTODIAN
FOR CHARITIES

2. The Lessees and all persons holding any property of the Foundation 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 Foundation _____

COMMITTEE OF
MANAGEMENT

3. (i) The Committee when first complete shall consist of:-
Eight elected members and _____
Thirteen Representative members _____
and may include not more than two co-opted members _____

(ii) The elected members (other than those appointed under Sub-clause (vii) of this clause to fill casual vacancies) shall be elected at the Annual General Meeting to be held as in this deed provided _____

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

The St Briavels' Women's Institute

The St Briavels Branch of the British Legion

The St Briavels Branch of the British Legion (Women's Section)

The Trustees of the Congregational Chapel

The Adult Committee of the Youth Organisation

The Junior Committee of the Youth Organisation

The St Briavels Parish Council

The St Briavels Scouts and Cubs

The St Briavels Guides and Brownies

The St Briavels Association Football Club

The St Briavels Cricket Club

The St Briavels School Managers

The St Briavels Assembly Rooms Committee

The names of such representative members shall be notified by the said organisations to the Secretary of the Committee _____

(iv) Subject to the provisions of the next sub-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 at the beginning of the period for which they were appointed _____

(c) In the case of co-opted members at the time when their co-option is intended by the Committee to take effect

(v) Members of the Committee shall retire from office together at the end of Annual General Meeting next after they came into office

(vi) 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 passed at a duly constituted meeting thereof and with the consent of the Charity Commissioners or the Secretary of State for Education and Science (hereinafter called "the Secretary of State") 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 (iii) of this clause _____

(vii) 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 in the office of Representative member by the proper appointing organisation _____

(viii) 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 _____

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

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 Foundation 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 Foundation _____

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
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 the other members of the matters to be discussed _____

CHAIRMAN AND
VICE CHAIRMAN

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 successors are respectively 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

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. (i) There shall be an Annual General Meeting in connection with the Foundation which shall be held in the month of February each year or as soon as practicable thereafter _____

(ii) All the 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 _____

(iii) The first Annual General Meeting after the date of this

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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 _____

(iv) 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 _____

(v) The Committee shall present to each Annual General Meeting the report and accounts of the Foundation for the preceding year _____

RENT & 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 (if any) 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 and against all proceedings damages costs claims and expenses on account of any breach of any of the said covenants and shall cause any buildings which may hereafter be erected on the demised premises to be insured against fire or other insurable risks including burglary 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 Foundation _____

SURPLUS CASH

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

FURTHER
ENDOWMENTS

15. The Committee may receive any additional donations or endowments for the purpose of the Foundation and it may also accept donations

MINUTES AND
ACCOUNTS

or endowments for special objects connected with the Foundation not inconsistent with the provisions of this Deed _____

16. The Committee shall provide and keep a minute book and books of account All proper statements of account in relation to the Foundation shall in each year be prepared as prescribed by Section 32 of the Charities Act 1960 and copies thereof shall be sent on demand to the Charity Commissioners or the Secretary of State and in any event to the Council _____

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 Council) 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 _____

USE BY OTHER
BODIES OR
PERSONS

18. Subject and without prejudice to any use by the Committee for the purposes specified in this deed the trust property may be used in accordance with any rules made by the Committee under Clause 19 of this Deed by such bodies or person as the Committee may determine free of rent but subject to a payment in respect of the expenses of and incidental to the maintenance and upkeep of the trust property and otherwise upon such terms as may be agreed _____

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 Foundation and in particular with reference to:-

- (a) the terms and conditions upon which the trust property may be used in accordance with the provisions of 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

LIQUIDATION

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 _____

20. 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 Lessees may 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 Foundation 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 will 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 in the name of the Official Custodian for Charities 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 Property may properly be applied _____

QUESTIONS
UNDER DEED

21. Any question as to the construction of this Deed or as to the regularity or the validity of any acts done or about to be done under this Deed shall be determined by the Charity Commissioners