

THIS TRUST DEED made the 1st day of February
one thousand-nine-hundred and eight ~~five~~ 2nd by FRANK NUTTALL of Guards
House Gleaston in the County of Cumbria and Francis Tate of Croft
Cottage Gleaston aforesaid (hereinafter called the Trustees which
expression shall where the context so admits include
successors in title)



WHEREAS:

(1) By a Conveyance (hereinafter called the Conveyance) dated the
Twentysecond day of January One thousand nine hundred and sixty and
made between the Queen's Most Excellent Majesty of the first part
the Crown Estate Commissioners of the second part and the Trustees of
the third part the property therein more particular described was
conveyed to the Trustees in fee simple except and reserved and
subject as in the Conveyance mentioned.

(2) The trustees acquired the said property comprised in the
Conveyance as trustees of the Charity known as the Gleaston
Recreation Ground and Village Hall (hereinafter referred to as the
Charity) and are now desirous of formally declaring the trusts on
which they hold the said property -----

(3) AS THIS DEED WITNESETH that THE SAID property comprised in the
Conveyance being ALL THOSE pieces of land numbers 533 533a 533b and
part 534 on the Ordnance Survey Map for the Parish Aldingham and
being part of the Waste of the Manor of Muchland and containing four
acres or thereabouts situate in the Parish of Aldingham in the County
of Cumbria and more particularly delineated on the plan annexed to
the Conveyance and thereon coloured pink TOGETHER with the buildings
erected thereon (the said land and buildings being hereinafter called
the Trust Property) is vested in the Trustees in fee simple and held
by them upon the trusts and subject to the and provisions set out in
the first schedule hereto -----

IN WITNESS whereof the Trustees have hereunto set their hands and seals the day and year first before written -----

The First Schedule before referred to

Objects

1. The Trust Property shall be held upon trust for the purposes of a Village Hall and recreation ground for the use of the inhabitants of the Village of Gleaston in the County of Cumbria (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 re-creation and leisure time occupation with the object of improving the conditions of life for the said inhabitants PROVIDED NEVERTHELESS that no use shall be made of the said property for archery horse riding the playing or practice of golf the discharge of firearms or the grazing of animals other than sheep for the purpose only of keeping down the grass and weeds) or the parking of vehicles save that at the discretion of the Committee of management hereinafter constituted and subject to the rules and regulations from time to time laid down by the said Committee vehicles may be parked in the location indicated on the plan numbered one annexed hereto by persons using the village hall and recreation ground -----

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 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 Margaret Gold (chairman Derek Doughty Vice Chairman Margaret Walden Secretary Jim Whalley Treasurer the said Francis Tate Edwin Rowlandson Allan Bethune David Wilton Christine Whalley Peter Dyer Fred Singleton Alan Williams and David Philip ----

Vesting in the Official Custodian for Charities

3. 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 any other property at any time belonging to the Charity -----

Committee of Management

4. (1) except as hereinafter in this clause provided the Committee shall consist of five elected members and six 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 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 Gleaston Mothers and Toddler Group

The Gleaston Youth Club

The Gleaston Mothers Union

The Aldingham Parish Council

The Gleaston Parochial Church Council

The Gleaston Ladies Group

A representative member shall ordinarily be appointed not more than one month before the Annual General Meeting; provided that an organization 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 the 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 the 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 organization 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 organization to appoint a representative member of the Committee in the same manner as if such organization 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 organization. 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. In this clause the expression "casual vacancy" shall mean the vacancy which occurs when a member of the Committee ceases to be a Member for any reason other than his retirement pursuant to sub-clause (6) of this clause

(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

Failure to Appoint

5. 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

6. No person shall be entitled to act as a member of the Committee whether on a first or on a 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

7. Except in special circumstances with the approval in writing of the Charity Commissioners 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 works or goods at the cost of the Charity

Determination of Membership

8 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 and wish to resign shall thereupon cease to be a member

Meetings of the Committee

(9) 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 of the Committee

10 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

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 members to preside at that meeting

Voting in Committee

11. 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

12. (1) There shall be an Annual General Meeting in connection with the charity which shall be held in the month of September 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 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 for the time being of the Committee shall act as Chairman of subsequent Annual General Meetings. 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 Chairmen 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

Repairs and Insurance

13 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 all insurable risks including fire theft and public liability and other insurable risks

Application of Income~

14 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

15 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) be invested

Further Endowments

16 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 object connected with the Charity if not inconsistent with the provisions of this Deed

Minutes and Accounts

17. The Committee shall provide and keep a Minute book and books of accounts. 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 Aldingham Parish Council

Mortgages and Charges

18. The Committee may with the consent of the Charity Commissioners 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

19. If the Committee decide 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 and 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 confirmed by three-quarters of such inhabitants present voting at such meeting the Committee may with the consent of the Charity Commissioners let or sell the Trust Property or any part thereof. All monies arising from such sale (after satisfaction of any liabilities properly payable thereout) may with such consent as aforesaid be applied in the purchase of other land approved by the committee and to be held upon the trusts for the purposes and subject to the provisions hereinbefore set forth (including in this power) or as near thereto as circumstances shall permit and pending any such application shall be invested and the income arising therefrom or all monies arising from such letting shall be applied for charitable purposes for the general benefit of the inhabitants of the area of benefit

Rules

20. 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 Committee the quorum shall be not less than one third of the total number of the members for the time being

SIGNED SEALED AND DELIVERED by the said
FRANK NUTALL in the presence of:

Frank Nuttall 

Margaret Gold
6, Mounts Meadow Close
Gleaston
Housewife

SIGNED SEALED AND DELIVERED by the said
FRANCIS TATE in the presence of:

Francis Tate 

F. Tate
SPRINGLANDS
GLEASTON
NR ULVERSTON, CUMBRIA
DAIRY ENGINEER