



D A T E D 21st June 1965

C R O F T V I L L A G E H A L L

L E A S E A N D T R U S T D E E D

D A T E D 1965

C O N F I R M A T O R Y L E A S E

Robert Davies & Co.,
Solicitors,
Warrington

T H I S L E A S E made the twenty first day of
June One thousand nine hundred and sixty five
B E T W E E N JOSEPH BIRCHALL of Croft Post Office Croft
Near Warrington in the County of Lancaster Retired Grocer
GEORGE BIRCHALL of 56 Smithy Brow Croft Near Warrington
aforesaid Retired Gardener JOHN GRAHAM PRESTON of Newchurch
Rectory Newchurch Near Warrington Clerk in Holy Orders
CANON HERBERT ALEXANDER CARLISLE HUGHES of Croft Rectory
Croft Near Warrington and JAMES SAMUEL DODD of Tenement
Farm Croft aforesaid Farmer (hereinafter called "the Lessors"
which expression shall where the context so admits include
the person or persons for the time being entitled to the
reversion immediately expectant on the determination of the
term hereby created) of the one part and THOMAS MCGARVEY
of St. Lewis Presbytery Croft aforesaid Parish Priest and
THOMAS PHILIP FAIRHURST BIRCHALL of Chestnut View Lord
Street Croft aforesaid Company Director (hereinafter called
"the Lessees" which expression shall where the context so
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 observed and performed the Lessors under
the Authority of an Order of the Secretary of State for
Education and Science endorsed hereon hereby demise unto
the Lessees ALL THAT piece or parcel of land situate at
Croft in the County of Lancaster and for the purpose of

identification edged red on the plan annexed hereto TO HOLD the same unto the Lessees from the eighteenth day of June One thousand nine hundred and sixty five for the term of Ninety nine years PAYING therefor during the said term the yearly rent of TWENTY POUNDS by equal instalments on the usual quarter days without any deduction the first of such payments to be made on the twenty ninth day of September next PROVIDED ALWAYS AND IT IS HEREBY AGREED that at the end of every fourteen years of the term hereby granted the yearly rent payable by the Lessees shall be the sum of Twenty pounds aforesaid or such sum whichever be the higher as shall be assessed as the reasonable rent for the demised premises. _____

2. THE LESSEES covenant with the Lessors (but not so as to impose any personal liability on the Official Custodian for Charities if the said term should become vested in him) as follows :-

(1) To hold the demised premises upon the trusts and subject to the powers and provisions set out in the Schedule hereto. _____

(2) To pay the rent hereby reserved in manner aforesaid without any deduction. _____

(3) 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 occupier thereof.

(4) To keep the demised premises and all fixtures and additions to the said premises in good and substantial repair and condition throughout the term and without any

alteration except such as shall be sanctioned in writing by the Lessors such sanction not to be unreasonably withheld and to yield up the same in such repair and condition (except as aforesaid) at the determination of the tenancy.

(5) To keep insured at all times throughout the tenancy in the joint names of the Lessors and the Lessees the demised premises from loss or damage by fire in some insurance office or with underwriters to be named by the Lessors in a sum at least equivalent to the full market value for the time being of the demised premises and to make all payments necessary for the above purposes within seven days after the same shall respectively become due and to produce to the Lessors or their agent on demand the several policies of such insurances and the receipt for each such payment and to cause all moneys received by virtue of any such insurance to be forthwith laid out in rebuilding and reinstating the demised premises PROVIDED ALWAYS that if the Lessees shall at any time fail to keep the demised premises insured as aforesaid the Lessors may do all things necessary to effect or maintain such insurance and any moneys expended by them for that purpose shall be repayable by the Lessees on demand and be recoverable forthwith.

(6) Not to assign the demised premises except to a new trustee or new trustees for the purposes set out in the said Schedule and not to underlet the same. _____

3. THE LESSORS covenant with the Lessees as follows :-

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 Lessors or any person rightfully claiming under or in trust for them. _____

PROVIDED ALWAYS and it is hereby agreed and declared that if the rent hereby reserved or any part thereof 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 Lessors 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 Lessors in respect of any breach of the Lessees' covenants herein contained. _____

I N W I T N E S S whereof the said parties hereto have hereunto set their hands and seals the day and year first before written. _____

THE SCHEDULE ABOVE REFERRED TO

Clause 1: VILLAGE HALL

(1) The property hereby demised (hereinafter called "the Trust Property") shall be held upon trust for the purposes of a Village Hall for the use of the inhabitants of the Parish of Croft in the County of Lancaster (hereinafter called "the area of benefit") without distinction of sex or race or of political, religious or other opinions, and in particular for use for meetings, lectures and classes

THE SCHEDULE (Continued)

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 hereby created (hereinafter called "the Foundation") shall be administered in conformity with the provisions of this Deed under the title of the Croft Village Hall by the Committee of Management hereinafter constituted (and hereinafter called "the Committee") who shall be the charity trustees of the Foundation 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 Foundation shall be administered in accordance with the provisions of this Deed by the following persons :-
the said Canon Herbert Alexander Carlisle Hughes the said Reverend Thomas McGarvey and the said Thomas Philip Fairhurst Birchall. _____

Clause 2: VESTING IN THE OFFICIAL CUSTODIAN FOR CHARITIES

The Trustees 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 properties at any time belonging to the Foundation. _____

Clause 3: COMMITTEE OF MANAGEMENT

(1) The Committee when first complete shall consist of
Four Elected Members and
Twenty Representative Members

THE SCHEDULE (Continued)

and may include not more than two Co-opted Members.

(2) The Elected Members (other than those appointed under Sub-Clause (7) of this Clause to fill casual vacancies) shall be elected at the Annual General Meeting to be held as in this Deed provided. _____

(3) Two Representative Members shall be appointed by each of the following organisations :-

- The Parochial Church Council of Christ Church Croft
- The Church Council of St. Lewis Roman Catholic Church Croft
- The Croft Women's Institute
- The Croft Agricultural Discussion Society
- The Croft Young Farmers Club
- The Croft Memorial Institute Committee
- The Croft Friendship Club
- The Croft Youth Club
- The Trustees of Naylor's Charity
- The Croft Parish Council

The names of such Representative Members shall be notified by the said organisations to the Secretary of the Committee. _____

(4) 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; _____

THE SCHEDULE (Continued)

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

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

(6) 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 (3) of this Clause.

(7) 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. _____

(8) 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

THE SCHEDULE (Continued)

or the Secretary of State.

Clause 4: FAILURE TO APPOINT

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. _____

Clause 5: DECLARATION OF MEMBERS

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. _____

Clause 6: MEMBERS NOT TO BE PERSONALLY INTERESTED
IN THE FOUNDATION

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. _____

Clause 7: DETERMINATION OF MEMBERSHIP

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. _____

THE SCHEDULE (Continued)

Clause 8: MEETINGS OF COMMITTEE

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. _____

Clause 9: CHAIRMAN AND VICE-CHAIRMAN

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.

Clause 10: VOTING

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. _____

Clause 11: ANNUAL GENERAL MEETING

(1) There shall be an Annual General Meeting in connection with the Foundation which shall be held in the month of March in each year or as soon as practicable

THE SCHEDULE (Continued)

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 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 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. _____

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

Clause 12: RENT AND OTHER OUTGOINGS

The Committee shall save harmless and keep indemnified

THE SCHEDULE (Continued)

the Lessees against the rent and against all rates taxes and outgoings whatsoever including the cost of repairs and insurance against fire 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 the demised premises at all times to be insured against other insurable risks including burglary and public liability.

Clause 13: APPLICATION OF INCOME

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. _____

Clause 14: SURPLUS CASH

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.

Clause 15: FURTHER ENDOWMENTS

The Committee may receive any additional donations or endowments for the general purposes of the Foundation and it may also accept donations or endowments for special objects connected with the Foundation not inconsistent with the provisions of this Deed. _____

Clause 16: MINUTES AND ACCOUNTS

The Committee shall provide and keep a minute book and

THE SCHEDULE (Continued)

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 Parish Council of Croft. _____

Clause 17: MORTGAGES AND CHARGES

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 Lessors) 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. _____

Clause 18: LIQUIDATION

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

THE SCHEDULE (Continued)

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 be properly applied.

THE SCHEDULE (Continued)

Clause 19

RULES

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 members who shall form a quorum thereat; provided at 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. _____

Clause 20:

QUESTIONS UNDER DEED

Any question as to the constructions 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 or the Secretary of State upon such application made to them for the purpose as they think sufficient. _____

THE SCHEDULE (Continued)

Clause 21: INTERPRETATION

The Interpretation Act, 1889 applies for the interpretation of this Deed as it applies for the interpretation of an Act of Parliament. _____

SIGNED SEALED AND DELIVERED by)
the said Joseph Birchall George)
Birchall John Graham Preston)
Herbert Alexander Carlisle)
Hughes and James Samuel Dodd in)
the presence of:)

Joseph Birchall
Retired Grocer.
Post Office, Croft.

George Birchall
Retired Gardener
54 Smithy Brow,
Croft.

John Graham Preston of Newchurch
Rectory Newchurch Near
Warrington.
Clerk in Holy Orders.

Herbert Alexander Carlisle
Hughes
Clerk in Holy Orders
Croft Rectory
Warrington.

James Samuel Dodd,
Farmer.
Tenement Farm,
Croft.

Philip Thomas Fairhurst Birchall
Company Director,
Chestnut View,
Lord Street,
Croft,
Warrington.

THIS DEED OF CONFIRMATION is made the _____ day
of _____ One thousand nine hundred and sixty five
B E T W E E N the within named JOSEPH BIRCHALL, GEORGE
BIRCHALL, JOHN GRAHAM PRESTON, CANON HERBERT ALEXANDER
CARLISLE HUGHES and JAMES SAMUEL DODD (hereinafter called
"the Lessors" which expression shall where the context so
admits include the person or persons for the time being
entitled to the reversion immediately expectant on the
determination of the term hereby created) of the one part
and the within named THOMAS MCGARVEY and THOMAS PHILIP
FAIRHURST BIRCHALL (hereinafter called "the Lessees" which
expression shall where the context so admits include their
successors in title) of the other part. _____

W H E R E A S :

(1) Under Section 29 of the Charities Act 1960 an Order of The Secretary of State for Education and Science authorising the granting of the before written Lease should have been endorsed thereon prior to the execution of the Lease by the Lessors

(2) The before written Lease was executed by the Lessors prior to such Order being endorsed thereon and in order that the requirements of Section 29 of the Charities Act 1960 may be fulfilled the Lessors have consented to execute the Lease or Confirmation hereinafter contained

NOW THIS DEED WITNESSETH that the Lessors under the authority of an Order of the Secretary of State for Education and Science endorsed hereon hereby demise and confirm unto the Lessees ALL AND SINGULAR the premises comprised in the before written Lease and intended to be thereby demised unto the Lessees TO HOLD the same unto the Lessees for all the residue now unexpired of the before mentioned term of years in confirmation of and with intent to give effect to and to supply any defect in the said term or the before written Lease subject nevertheless henceforth to the payment of the rent reserved by and to the performance and observance of the covenants on the Lessees part and the conditions contained in the before written Lease.

I N W I T N E S S whereof the said parties hereto have hereunto set their hands and seals the day and year first before written

SIGNED SEALED AND DELIVERED by
the said Joseph Birchall George

Birchall John Graham Preston

Herbert Alexander Carlisle Hughes

and James Samuel Dodd in the

presence of :-

Philip Thomas F. Birchall

} Joseph Birchall

} George Birchall

} John Graham Preston

} Herbert Alexander Carlisle Hughes

} J.S. Dodd

DEPARTMENT
OF THE SECRETARY OF STATE
FOR EDUCATION AND SCIENCE

Order No. 65/1185 P.

The Secretary of State for Education and Science, in pursuance of Section 29 of the Charities Act 1960, hereby authorises the execution of the above-written lease a copy of which numbered 10,021 is deposited in the Office of the Department.
Given under the Official Seal of the Secretary of State for Education and Science on 13th September, 1965.

(Signed) Glyn Morgan

Authorised under Section 3 of the Education Act, 1944.