



is made the *Edmund*
day of *June* One

thousand nine hundred and sixty one B E T W E E N MARSTON PARISH
COUNCIL Old Marston in the County of Oxford by FRANK HENRY RUMBOLD
Chairman of the said Council and LEROY MURRAY GARNER Clerk of the
Council (hereinafter called "the Lessors") of the one part and
FREDERICK CONSTABLE of ^{*429*}137 Oxford Road Old Marston aforesaid
^{*429*}and RONALD BOWEN of 429 Oxford Road Old Marston
^{*135*}aforesaid (hereinafter called "the Lessees") of the
aforesaid *Deference* (hereinafter called "the Lessees") of the
other part
who hold the land hereinafter described upon trust for charitable purposes
W H E R E A S the Lessors have been requested ^{*135*}by the Lessees
to demise to them the land hereinafter described for the site of a
proposed Village Hall for the benefit of the Village of Old Marston
in the County of Oxford upon the terms hereinafter contained and
the Lessors have agreed to the Lessees' request

N O W THIS DEED W I T N E S S E T H as follows :-

1. IN consideration of the expense to be incurred by the Lessees
in the erection of the Village Hall hereinafter mentioned and of the
rent and covenants on the Lessees' part hereinafter reserved and
contained the Lessors under the authority of an Order of the
Minister of Education endorsed hereon hereby demise unto the
Lessees ALL THAT piece of land forming a part of Brooks Close
situate at Marston in the County of Oxford and having a frontage to
Oxford Road at Marston aforesaid of One hundred and thirty two feet
or thereabouts a width at the rear of One hundred and ten feet or
thereabouts a depth on the south side of One hundred and twenty
feet or thereabouts and on the north side of One hundred and thirty
feet or thereabouts and containing in all 0.344 acres or thereabouts
All which said piece of land is for the purpose of identification
only delineated and edged pink on the plan annexed hereto TO HOLD
the same unto the Lessees upon trust for charitable purposes
from the *first* day of *December* One thousand nine hundred
and sixty for the term of FORTY FIVE YEARS upon the trusts and
subject to the powers and provisions set out in the First Schedule

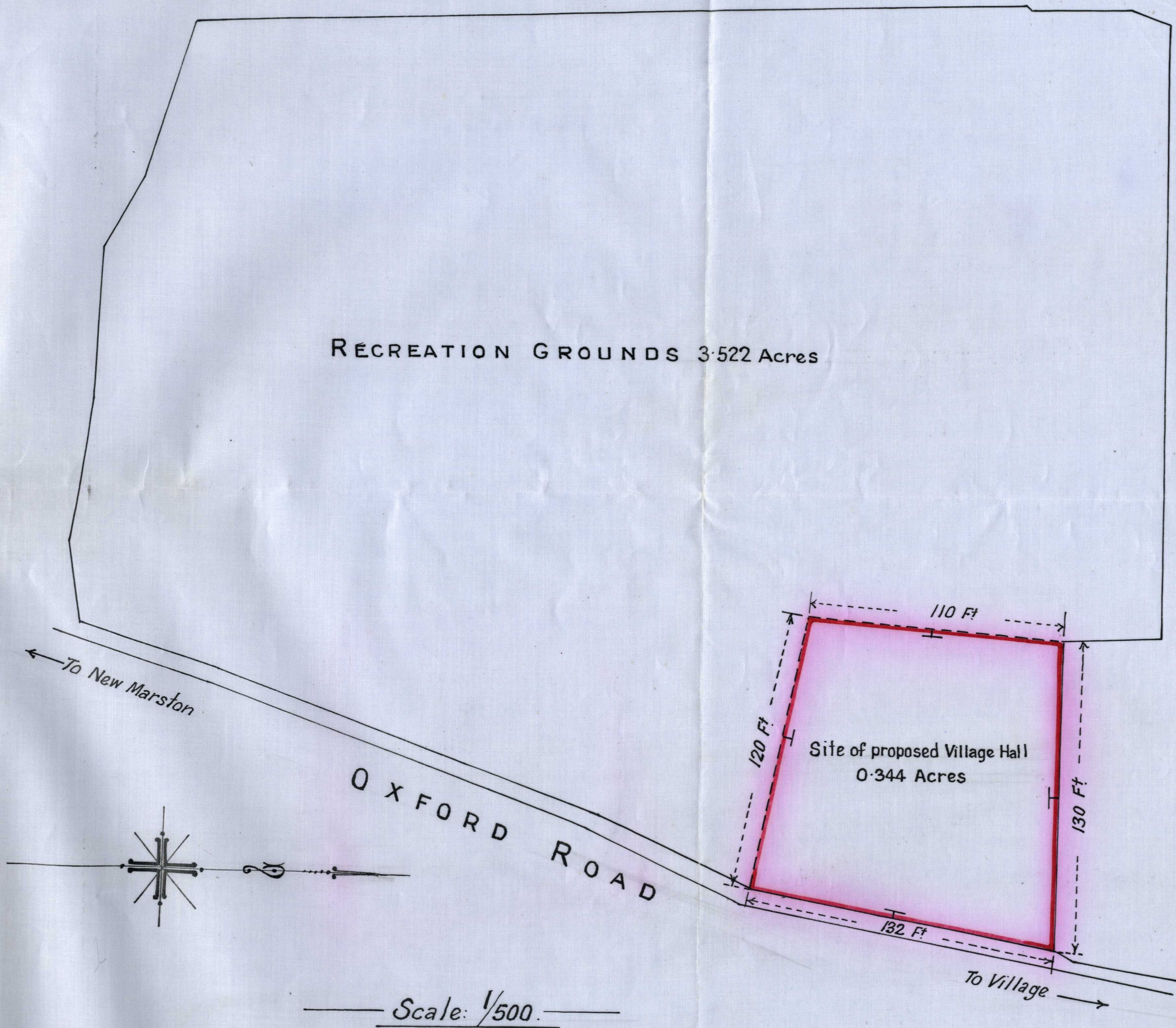


hereto PAYING THEREFOR the yearly rent of ONE SHILLING by one annual payment on the First day of January in each year without any deduction except for Landlord's Property Tax on rent the first payment to be made on the First day of January One thousand nine hundred and sixty one _____

2. PROVIDED always that the Lessees shall not be entitled to any right of access of light or air to any buildings to be erected on the demised land which would restrict or interfere with the user of any adjoining or neighbouring land for building or any other purpose _____

3. THE Lessees HEREBY COVENANT with the Lessors as follows but not so as to impose any personal liability on the Official Custodian for Charities should the said term become vested in him:-
(1) To pay the said reserved rent on the days and in the manner aforesaid _____
(2) To pay all existing and future rates taxes assessments and outgoings (whether parliamentary local or otherwise) now or hereafter imposed or charged upon the demised premises or any part thereof or on the Lessors or Lessees in respect thereof respectively (except the Landlord's property tax on rent) _____
(3) Within five years from the date of this deed to erect upon the demised premises a Village Hall with necessary outbuildings sewers and drains and boundary walls and fences in accordance with the plans elevations sections and specifications which have been approved by the Lessors' architect and to the satisfaction of such architect and to pay the fees of such architect in connection with such works _____
(4) In executing such works as aforesaid to conform to the provisions of any statute or order applicable thereto and to the bye-laws regulations and planning schemes of the local authority having authority in that behalf in the district where the demised premises are situate and to pay and keep the Lessors indemnified against all claims for the fees charges fines penalties and other payments whatsoever which may become payable to or be demanded by the said authority in relation thereto _____
(5) Not to sell or dispose of any earth clay gravel or sand from

each year without
Tax on rent the fi
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the land hereby demised or permit the same to be removed make any excavation except so far as the same may be necessary for the execution of the said works provided that the Lessees may use for the purpose of the said works any of the before-mentioned substances which it may be necessary to excavate _____

(6) To repair and keep in good tenantable repair and decoration the said Village Hall to be erected on the land hereby demised and all additions thereto and all other buildings at any time erected or standing thereon and all sewers and drains and when erected the fences or walls marked "F" on the said plan _____

(7) To pay a reasonable proportion of the expense of constructing repairing rebuilding and cleansing all party walls fences sewers drains pipes watercourses and other things the use of which is common to the demised premises and the occupiers of any adjoining or neighbouring premises and such Lessors' architect for the time being _____

(8) To permit the Lessors and their surveyors or agents with or without workmen and others once or oftener in every year during the said term at reasonable times to enter upon the land hereby demised and the buildings thereon and every part thereof to examine the state and condition of the same and thereupon the Lessors may serve upon the Lessees notice in writing specifying any repairs necessary to be done and require the Lessees forthwith to execute the same and if the Lessees shall not within one month after the service of such notice proceed diligently with the execution of such repairs then to permit the Lessors to enter upon the demised premises and execute such repairs and the cost thereof shall be a debt due from the Lessees to Lessors and be forthwith recoverable by action _____

(9) Not to build or permit or suffer to be built or erected any building (save as hereinbefore provided) on the demised premises or to make any additions or alterations to any buildings on the land hereby demised except in accordance with plans elevations sections and specifications previously approved by the Lessors' architect for the time being and to pay the fees of such architect in relation thereof _____

(10) To keep all buildings upon the demised premises at all times

4.

during the said term insured against loss or damage by fire to the full value thereof and promptly to pay all premiums required for such insurance and in the event of loss or damage by fire to rebuild and reinstate the said buildings to the satisfaction of the surveyor or architect for the time being of the Lessors the Lessees making up any deficiency in the moneys received from insurance from their own moneys PROVIDED ALWAYS that in the event of total destruction by fire of the said Village Hall and premises the Lessees shall have the option of giving Notice within Twelve months of such loss to determine this demise and upon receipt thereof by the Lessors everything herein contained shall become null and void but without prejudice to the rights and remedies by either party against the other in respect of any antecedent claim or breach of covenant Upon exercise of such option as aforesaid the Lessees shall forthwith clear away from the site of the destroyed buildings all materials and debris and reinstate the said site to its condition as at the commencement of the said term _____

(11) Not to assign underlet or part with the demised premises or any part thereof save that an assignment thereof into the name of the Official Custodian for Charities shall be no breach of this covenant _____

(12) To use the demised premises for the purposes only of a Village Hall for Marston aforesaid _____

(13) Not to do or permit or suffer to be done upon the demised premises or any part thereof anything which may be or become a nuisance annoyance or cause damage or inconvenience to the Lessors or the lessees or tenants of the Lessors or the occupiers of any adjoining or neighbouring houses _____

(14) Immediately after being so requested by the Lessors in writing to mark boundary lines of the property hereby demised upon the west and south sides thereof in some permanent form or by some permanent marks to the satisfaction of the Lessors and upon completion of the Village Hall in accordance with the Lessees' covenants herein contained to erect a good and sufficient boundary wall or fence along all such parts of the west and south sides of the land hereby demised as the Lessors shall require and of materials and in a manner approved of by the Lessors and meanwhile to maintain the

boundary fence wall or hedge upon the north and east sides of the land hereby demised in a good and proper condition _____

(15) At the determination of the said term to yield up to the Lessors the land hereby demised together with the said Village Hall and other buildings and erections and all fittings and fixtures therein in tenantable repair in accordance with the Lessees covenant herein contained _____

4. PROVIDED ALWAYS that if the said rent hereby reserved or any part thereof shall be unpaid for Twenty one days after becoming payable (whether the same shall have been formally demanded or not) or if any of the covenants on the part of the Lessees herein contained shall not be performed or observed then and in any such case it shall be lawful for the Lessors or any person or persons authorised by them in that behalf at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon the term hereby created shall absolutely determine but without prejudice to any right of action or remedy of the Lessors in respect of any breach of any of the covenants by the Lessees hereinbefore contained _____

5. THE Lessors HEREBY COVENANT with the Lessees that the Lessees paying the rent hereinbefore reserved and performing and observing the covenants conditions and agreements on the part of the Lessees hereinbefore contained shall peaceably hold and enjoy the demised premises for the term hereby granted without any interruption by the Lessors or any person lawfully claiming through under or in trust for them _____

I N W I T N E S S whereof the said Frank Henry Rumbold and Leroy Murray Garner on behalf of Warston Parish Council and the Lessees have hereunto set their hands and seals the day and year first before written _____

THE FIRST SCHEDULE

Clause 1: VILLAGE HALL

(1) The property hereby leased (hereinafter called "the Trust Property") shall be held upon trust for the purposes of a Village Hall for the use of the inhabitants of Warston and the neighbourhood (hereinafter called "the area of benefit") without distinction of sex or of political religious or other opinions and

in particular for use for meetings lectures and classes 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 except as in this Deed provided be administered in conformity with the provisions of this Deed under the title of the Marston Village Hall by the Committee of Management hereinafter constituted who shall be the administering trustees thereof

(3) Until the end of the first Annual General Meeting to be held after the execution of this Deed the Foundation shall be administered by the persons specified in ^{Clause 3(b) hereby} ~~the Second Schedule~~

Clause 2: ^{CUSTOMER FOR} ~~VESTING IN THE OFFICIAL TRUSTEE OF CHARITY LANDS~~

The Committee and all persons holding any property on behalf of the Foundation shall unless the Minister of Education in writing otherwise directs take such steps as may be necessary for the purpose of vesting in the Official Custodians for Charities all freehold and leasehold lands and hereditaments at any time belonging to the Foundation

Clause 3: COMMITTEE OF MANAGEMENT

(1) The Committee of Management hereinafter called the "Committee" shall consist of Elected and Representative Members and may include Co-opted Members

(2) Six Elected Members of the Committee (other than those appointed under Clause 5 to fill casual vacancies) shall be elected at the Annual General Meeting to be held as in this Deed provided for a term of office commencing at the end of the Annual General Meeting at which they are elected and expiring at the end of the

Annual General Meeting in the following year

(3) ^{Nine} ~~Six~~ Representative Members of the Committee shall be appointed by such appointing organisations as are set out in the Second Schedule and their names shall be notified by each appointing organisation to the Secretary of the Committee They shall except in the case of such members appointed to fill casual vacancies be appointed before the Annual General Meeting in any year for a term of office commencing at the end of the Annual General Meeting next after their appointment and expiring at the end of the Annual General Meeting in the following year

(4) The Committee shall have power to co-opt not more than five members to hold office until the end of the Annual General Meeting following their co-option _____

(5) Any competent member of the Committee may be re-appointed or re-elected _____

Clause 4:

ADDITIONAL MEMBERS

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 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 organisation to appoint a Representative Member of the Committee in the same manner as if such organisation had been specified in the Second Schedule to this

Deed _____

Provided that no such resolution of the Committee shall be effective until it has been approved in writing by the Minister of Education _____

Clause 5:

CASUAL VACANCIES

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 _____

A Member appointed to fill a casual vacancy shall hold office only for the unexpired term of office of the Member in whose place he is appointed _____

Clause 6:

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 7:

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 8: MEMBERS NOT TO BE PERSONALLY INTERESTED IN THE FOUNDATION

Except with the approval in writing of the Minister of Education no Member of the Committee or his or her spouse 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 9: 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 _____

Clause 10 MEETINGS OF COMMITTEE

The Committee shall hold at least two ordinary meetings in each year and may hold such other ordinary meetings as may be required 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 11: 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 12 VOTING

Every matter shall (except as in this Deed provided) be determined by the majority of the Members 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 13: ANNUAL GENERAL MEETING

(1) There shall be an Annual General Meeting in connection with

the Foundation which shall be held in the month of April 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 specified in the Second Schedule 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 seven 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 Committee shall 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 14:

APPLICATION OF INCOME

After payment of any expenses of administration the net income of the Foundation shall be applied by the Committee in one or other or both of the following ways:

- (a) In the maintenance upkeep and insurance of the Trust Property and the payment of rates taxes and other expenses in connection therewith and its use for the purposes specified in this Deed
- (b) In otherwise furthering the purposes specified in this Deed

Clause 15:

REPAIRS AND INSURANCE

The Committee shall keep in repair and insure against fire burglary public liability and other insurable risks all the buildings of the Foundation not required to be kept in repair and insured by the lessees or tenants thereof _____

Clause 16:

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 Minister of Education) be treated as capital and investment _____

Clause 17:

FURTHER ENDOWMENTS

The Committee may receive any additional donations or endowments for the general purposes of the Foundation _____

Clause 18:

MINUTES AND ACCOUNTS

The Committee shall provide and keep a minute book and books of account All proper accounts in relation to the Foundation shall in each year be prepared and made out and copies sent to the Parish Council of any parish within the area of benefit or to the Chairman of the Parish Meeting of any such parish where there is no Parish Council and (on demand) to the Minister of Education _____

Clause 19:

USE BY OTHER BODIES OR PERSONS

(1) 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 22 for the said purposes by such bodies or persons as the Committee determine free of rent but subject to a payment in respect of the expenses of and incidental to the maintenance and use of the Hall and otherwise upon such terms as may be agreed _____

(2) The Committee may from time to time permit the Trust Property to be used otherwise than for the purposes specified in this Deed subject to a payment sufficient at least to defray the expenses incidental to the use in each case but so as not substantially to interfere with its use for the said purposes _____

Clause 20:

MORTGAGES AND CHARGES

The Committee may with the consent of the Minister of Education 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 repay in whole or in part and from time to time any existing mortgage or charge on the Trust Property _____

Clause 21:

LIQUIDATION

If the Committee decides at any time during the said term 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 18 years or upwards of the area of benefit of which Meeting not less than 14 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 a majority of such inhabitants present at such Meeting and voting the Committee may with the consent of the Minister of Education and of the Lessors let or sell the Trust Property or any part thereof All moneys arising from such letting or sale (after satisfaction of any liabilities properly payable thereout) shall with such consent of the said Minister 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 Minister of Education 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 _____

Clause 22:

RULES AND REGULATIONS

Within the limits prescribed by this Deed the Committee from time to time may make and alter rules and regulations for the conduct of their business and for the summoning and conduct of their meetings the deposit of money at a proper bank the custody of documents 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 appointment as Secretary (to hold office at their

pleasure) of one of themselves without remuneration or some other fit person at such remuneration as the Committee may determine

- (c) The appointment of an Auditor Treasurer and such other unpaid officers as they may consider necessary and the fixing of their respective terms of office
- (d) The engagement and dismissal of such paid officers and servants as the Committee may consider necessary and
- (e) The number of Members who shall form a quorum at meetings of the Committee provided that the number of Members who shall form a quorum shall never be less than one-third of the total number of the Members for the time being

Clause 23:

QUESTIONS UNDER DEED

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 conclusively by the Minister of Education upon such application made to him for the purpose as he thinks sufficient

Clause 24:

INTERPRETATION

The Interpretation Act 1889 applies to the interpretation of this Deed as it applies to an Act of Parliament

THE SECOND SCHEDULE

Organisations

Marston Parish Council
Marston Parochial Church Council
Marston Women's Institute
Marston & District Allotment Association
Marston Youth Club
The Marston Players (Drama Group)
The British Legion (Marston Branch)
Marston Women's Association

St. Nicholas Society of Change Ringers

SIGNED SEALED AND DELIVERED by
the said FREDERICK CONSTABLE
in the presence of :-

Frederick Constable
137 Oxford Road
Oxford
Retired.
H. E. Dean
139 Oxford Road
Oxford

SIGNED SEALED AND DELIVERED by
the said RONALD BOWEN in the
presence of :-

Ronald Bowen.
135 Oxford Ave Old Market Oxford
Superior Press Ltd

Attest M. E. Ginn
2 Mortimer Drive
Old Market
Oxford

MINISTRY OF EDUCATION

Order No. 61/503

The Minister of Education, in pursuance of
Section 29 of the Charities Act, 1960, hereby
authorises the execution of the above written
deed, a copy of which numbered 61/503 is
deposited in the Office of the Ministry.

Given under the Official Seal of the
Minister of Education this 14th day of
April, 1961.

Mervyn Jones
Authorised under Section 29
of the Education Act, 1944



DATED

15th June

1961

MARSTON PARISH COUNCIL

- to -

MESSRS. F. CONSTABLE AND R.
BOWEN (Trustees for Marston
Village Hall)

Counterpart

Lease

- of -

land at Marston in the County of
Oxford for erection in Village
Hall in the said village pursuant
to the Recreational Charities
Act 1958

Commencement of term	1960
Term (Years)	<u>45</u>
End of Term	<u>2005</u>

RENT: 1/- per annum.

Stamp

5/-

Produced Stamp
please

EDOR
H.M. LAND REGISTRY
TITLE No. ON 212758
NOTICE REGISTD.

