

Is C/PART DUTY

FRANKLINS DX35855
ABINGDON.

JTF/00086001

DATED 20th February 2001

OLD MARSTON PARISH COUNCIL

-to-

**THE MANAGEMENT COMMITTEE OF
THE MARSTON VILLAGE HALL**

COUNTERPART/

LEASE

-of-

**Mortimer Hall Oxford Road Old Marston
in the County of Oxford**

**Franklins, Solicitors,
Walton House, 15 Ock Street,
Abingdon, Oxfordshire, OX14 5AN**
JTF.00086001(U12\LEASES\OLDMARSTONPC\MORTIMERHALL)

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THIS LEASE is made the *twentieth* day of *February* Two thousand and one
BETWEEN OLD MARSTON PARISH COUNCIL of Old Marston in the County
of Oxford acting by **CHARLES WILLIAM HAYNES** of 12 Boults Lane Old
Marston Oxford OX3 OPW Chairman of the said Council and **LEROY MURRAY**
GARNER of 31 Oxford Road Old Marston Oxford OX3 OPQ Clerk of the said
Council ("hereinafter called "the Lessor") of the one part and **THE**
MANAGEMENT COMMITTEE OF THE MARSTON VILLAGE HALL acting
by **WALTER COX** and **GILLIAN ESTHER COX** of 38 Cavendish Drive Old
Marston Oxford OX3 OSD (hereinafter called "the Lessees") of the other part



WHEREAS :-

- (1) By a lease ("the Existing Lease") dated the Fifteenth day of June One thousand nine hundred and sixty-one and made between the Lessor (then called Marston Parish Council) of the one part and Frederick Constable and Ronald Bowen of the other part the property situate and known as Mortimer Hall Oxford Road Old Marston aforesaid ("the Demised Premises") was demised to the said Frederick Constable and Ronald Bowen (acting on behalf of the Management Committee of the Marston Village Hall) upon the trusts and subject to the powers and provisions set out in the First Schedule to the Existing Lease
- (2) The Management Committee of the Marston Village Hall has requested and the Lessor has agreed to grant to the Management Committee a new lease of the Demised Premises from the date of the expiry of the term of the Existing Lease namely the First day of December Two thousand and five for a term from that date of thirty-five years subject to the terms and the Lessees' covenants hereinafter contained

- (3) The Lessees are the duly appointed representatives of the Management Committee of the Marston Village Hall for the purposes of entering into the Lease on behalf of the Management Committee

NOW THIS DEED WITNESSETH as follows :-

1. **IN CONSIDERATION** of the rent covenants and conditions hereinafter contained and on the part of the Lessees to be paid observed and performed the Lessor **HEREBY DEMISES** unto the Lessees **ALL THAT** piece of land situate at Old Marston in the County of Oxford as the same is more particularly described in the Existing Lease **TOGETHER WITH** the hall and premises erected thereon all which said premises are now known as Mortimer Hall Oxford Road Old Marston aforesaid **TO HOLD** the same unto the Lessees from the First day of December Two thousand and five for the term of thirty-five years paying therefor during the said term the yearly rent of **FIVE PENCE (5p)** by annual payment on the First day of January in each year

2. **THE** Lessees covenant with the Lessor as follows :-

- 2.1 To pay the rent hereby reserved in manner aforesaid without any deduction
- 2.2 To observe and perform the covenants on the part of the Lessees contained in the Existing Lease so far as the same are still subsisting and are capable of taking effect and as if the same were set out verbatim herein

3. **PROVIDED ALWAYS** that if the said 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 in either of the said cases it shall be lawful for the Lessor 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 Lessor in respect of any breach of the Lessees' covenants herein contained

4. **THE** Lessor covenants with the Lessees that the Lessees paying the rent hereby reserved and performing and observing the several covenants on the Lessees' part herein contained shall peaceably hold and enjoy the Demised Premises during the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for it

5. **IT IS HEREBY CERTIFIED** that there is no Agreement to which this Lease gives effect

IN WITNESS whereof the said **Charles William Haynes** and **Leroy Murray Garner** on behalf of the Old Marston Parish Council and the said **Walter Cox** and **Gillian Esther Cox** on behalf of The Management Committee of the Marston Village Hall have set their hands the day and year first before written

SIGNED as a deed and delivered)
by the said **WALTER COX**)
in the presence of :-)

Full Name of Witness JOHN CHARLES GARDINER,
Signature of Witness [Signature]
Address 19, HENGROVE CLOSE,
HEADINGTON, OXFORD.
OX3 9LN
Occupation Electrician.

W.D.X

SIGNED as a deed and delivered)
by the said **GILLIAN ESTHER**)
COX in the presence of :-)

Full Name of Witness JOHN CHARLES GARDINER.
Signature of Witness [Signature]
Address 19, HENGROVE CLOSE,
HEADINGTON, OXFORD.
OX3 9LN
Occupation Electrician

G.E. Cox

THE CHARITY COMMISSIONERS FOR ENGLAND AND WALES

Under the power given in the Charities Act 1993

Order that from today, the

10 April 2000

the following

SCHEME

will affect the trusts of the charity

known as

RECREATION GROUND (304330)

at

Old Marston, Oxfordshire.

Commissioners' References:

Sealing: W39(S)00

Case No: 164257

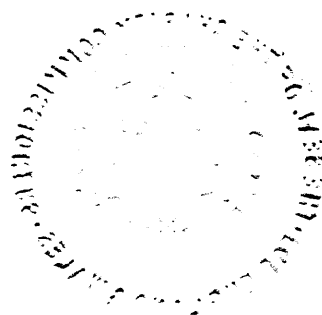


SCHEME

The trustee of the charity (Marston Parish Council) may grant to the trustees of the charity known as Old Marston Village Hall (304331), an extension of the lease of land identified in the schedule to this scheme, for the purposes of a village hall for a term not exceeding 35 years. The trustee must comply with the restrictions on disposal imposed by section 36 of the Charities Act 1993, unless the lease is excepted from these restrictions by section 36(9)(b) or (c) or section 36(10) of that Act.

SCHEDULE

Land at Old Marston, Oxfordshire, with the building thereon known as Old Marston Village Hall. The land is described in a lease of 15 June 1961 which was made between Marston Parish Council and two others of the one part, and Frederick Constable and one other of the other part.





Charity Commission, Woodfield House, Tangier, Taunton, Somerset, TA1 4BL

Direct Line 01823 34 }5078

GTN 1389 }

Fax 01823 34 }5008

GTN 1389 }

Mr L M Garner
31 Oxford Road
Old Marston
Oxford
OX3 0PQ

Our Ref: JAD/39969/CD(T)

Your Ref:

Date: 31 May 1996

Dear Mr Garner

MARSTON VILLAGE HALL - 304331

RECREATION GROUND - 304330

MARSTON CHARITIES TRUST - 202785

I write further to our recent correspondence regarding the proposals to change the name of the abovementioned charities in order to reflect the recent change under Section 75 of the Local Government Act 1972 of the Parish name.

Firstly, I enclose a copy of a letter sent to Mr Cox, Chairman of the Marston Village Hall Committee, for your information.

Secondly, concerning the remaining two charities, I can confirm that I have instructed our Register Maintenance team to amend the name of the Marston Charities Trust on the Central Register accordingly. However, since the word Marston is not included in the registered name of the Recreation Ground charity and it is known simply as "Recreation Ground" there will be no need to amend the name of this charity.

I hope this clarifies matters satisfactorily. Please note that if we do not hear from you again on this subject within three months we will consider the matter closed and destroy this correspondence in accordance with office practice.

Yours sincerely

JUDITH DYER (Miss)

*When replying, please quote our reference.
For general information enquiries telephone 01823 345000*



Charity Commission, Woodfield House, Tangier, Taunton, Somerset, TA1 4BL

Direct Line 01823 34 }
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Fax 01823 34 }
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Mr LM Garner F.R.V.A.
Clerk to Old Marston Parish Council
31 Oxford Road
Old Marston
Oxford
OX3 0PQ

Our Ref: MF-39969-CD(T)

Your Ref:

Date: 09 May 1996

Dear Mr Garner

MARSTON VILLAGE HALL (304331) MARSTON RECREATION GROUND
(304330) MARSTON CHARITIES TRUST (202785)

Thank you for your letter of 19 April 1996.

First, please note that the registered charity number for the Village Hall is 304331.

With regard to the change to the name of the Parish from Marston to Old Marston would you please confirm whether the Parish boundary was changed at the same time or whether it was purely just a change of name. It would also be helpful if we could see any documentation from Oxford City Council regarding the change.

Finally I note that the Village Hall is now known as the Mortimer Hall. As the trust deed dated 15 June 1961 does not contain a power of amendment the only way that the name could be changed would be by a Scheme of the Commission. I have to say, though, that we would only be prepared to make such a Scheme if the trustees were able to show that they could not operate the charity effectively because of its existing name. The trustees could however adopt the new title as a working name.

I look forward to hearing from you further. Please note that as I work part-time I am only available by telephone on Tuesdays, Wednesdays and Thursdays.

Please also note that if we do not hear from you again on this subject within three months we will consider this case closed and the correspondence will be destroyed in accordance with office procedure.

Yours sincerely


MRS MELANIE FAULKNER

When replying, please quote our reference.
For general information enquiries telephone 01823 345000