

DATED

21st May

1980.

THE PARISH COUNCIL  
OF THE PARISH OF MESSINGHAM

to

MR. JAMES LESLIE BINNS, MR. PETER  
BLAIR WILSON, MR. BRIAN PATRICK  
AND GWENDOLINE DALE

L E A S E

of

Property situate in the Parish of  
Messingham in the County of Humberside  
known as the Messingham Village Hall.

R.A.C. SYMES & CO.,  
SCUNTHORPE.

PASJA/JSB.

THIS LEASE AND TRUST DEED made the *Twenty first* day of *May*  
One thousand nine hundred and *eighty* BETWEEN THE  
PARISH COUNCIL OF THE PARISH OF MESSINGHAM in the County of  
Humberside (hereinafter called "the Lessor" which expressions  
where the context so admits include the person or persons  
the time being entitled to the reversion immediately existing  
on the determination of the term hereby created) of the one part  
and JAMES LESLIE BINNS of 1 Briggate Drive Messingham  
PETER BLAIR WILSON of Kerroo Moor Scotter Road Messingham  
aforesaid BRIAN PATRICK of 12 Westfield Drive Messingham aforesaid  
and GWENDOLINE DALE of 106 Brigg Road Messingham aforesaid  
(hereinafter called "the Lessees") which expression shall where  
the context so admits include their successors in title) of the  
other part.

WITNESSETH as follows :-

1. The Interpretation Act 1978 applies for the interpretation of this deed as it applies for the interpretation of an Act of Parliament.
2. The Lessees are the trustees of the Messingham Village Hall (hereinafter called the charity) upon the trusts set out in the Second Schedule hereto.
3. 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 Lessor hereby demised unto the Lessees ALL THAT piece or parcel of land described in the First Schedule hereto in manner and upon the trusts and subject to the powers and provisions set out in the Second Schedule hereto TO HOLD the same unto the Lessees from the *First* day of *March* One thousand nine hundred and *eighty* for the term of ninety nine years paying therefor during the said term the yearly rent of ONE POUND on the *First* day of *March* in each year.
4. The Lessees covenant with the Lessor 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 pay the rent hereby reserved in manner aforesaid  
without any deduction.

(2) To pay all existing and future rates taxes assessments and outgoings payable by law in respect of the demised premises by either the owner or the occupier thereof;

(3) 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 previously sanctioned in writing by the Lessor 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;

(4) To keep insured at all times throughout the tenancy in the joint names of the Lessor and the Lessees the demised premises from loss or damage by fire in some insurance office or with underwriters to be named by the Lessor in a sum at least equivalent to the full reinstatement 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 Lessor or its agent on demand the several policies of such insurance 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 Lessor may do all things necessary to effect or maintain such insurance and any moneys expended by it for that purpose shall be repayable by the Lessees on demand and be recoverable forthwith;

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

5. The Lessor covenants with the Lessees as follows :-

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;

PROVIDED ALWAYS and it is hereby agreed and declared that if the rent hereby reserved or any part thereof shall be unpaid for ~~twenty~~ <sup>one</sup> month

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 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.

I N W I T N E S S whereof two members of the Council have pursuant to a resolution of the Council passed on the *Third* day of *March* One thousand nine hundred and *eighty* hereunto set their hands and seals the day and year first before written and the Lessees have hereunto set their hands and seals the day and year first before written.

FIRST SCHEDULE

ALL THAT piece or parcel of land situate in the Parish of Messingham in the County of Humberside as the same is shewn for the purpose of identification on the map or plan annexed hereto and thereon edged red

SECOND SCHEDULE

1. (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 Messingham in the County of Humberside (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 recreation and leisure time occupation with the object of improving the conditions of life for the said inhabitants.

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 Lessees.

VESTING IN THE OFFICIAL CUSTODIAN  
FOR CHARITIES

2. 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 and other property at any time belonging to the charity.

COMMITTEE OF MANAGEMENT

3. (1) Except as hereinafter in this clause provided the Committee shall consist of Eighteen elected members and Nineteen representative members and may include not more than six 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 the annual general meeting to be held as in this deed provided.

(3) One representative member shall be appointed by each of the following organisation.

Messingham Parish Council, Messingham Parochial Church Council (Holy Trinity) Messingham Methodist Church, Messingham Womens Institute, Messingham Young Wives, Messingham Mothers Union, Messingham O.A.P. Association, Messingham Allotment Association, Messingham Bowls Club, Messingham Horse and Foal Show Society, Messingham Cricket Club, Messingham Football Club, Messingham 6th Scouts and Cub Scouts, Messingham 1st Guides, Messingham 1st Brownies Pack, Messingham Play Group, Messingham Memorial Playing Field Association, Messingham Badminton Club, Wendovian Badminton Club.

A representative member shall ordinarily be appointed not more than one month before the annual general meeting; provided that an organisation 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 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 a 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 (in writing and addressed to the Secretary of the Committee) 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 present at the meeting 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.

(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 organisation.

A casual vacancy in the office of elected members 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.

(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

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 IN THE CHARITY

6. 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 work or goods, at the cost of the charity.

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 THE 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 five 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

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 respective successors are 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 IN COMMITTEE

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. (1) There shall be an annual general meeting in connection with the charity which shall be held in the month of July 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 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. In case of equality

of votes the chairman 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.

#### RENT AND 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 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 and other property of the charity in so far as the same shall not be otherwise insured at all times to be sufficiently insured against all insurable risks including fire, theft 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 charity.

#### SURPLUS CASH

14. 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

15. 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 objects connected with the charity not inconsistent with the provisions of this deed.

#### MINUTES AND ACCOUNTS

16. The Committee shall provide and keep a minute book and books of account. 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

acting

the Parish Council of Messingham.

MORTGAGES AND CHARGES

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17. At the request of the Committee the Lessees may with the consent of the Charity Commissioners (and any necessary consent of the Lessor) 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.

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18. 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 threequarters of such inhabitants present and voting at such meeting the Lessees may at the request of the Committee and with the consent of the Charity Commissioners surrender their leasehold interest in the trust property for such consideration and upon such terms as may be approved by the Charity Commissioners. All moneys belonging to the charity 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 shall 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 and meanwhile such moneys shall be invested and any

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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 in furthering the purposes specified in this deed.

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 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 the Committee the quorum shall not be less than eight of the members for the time being.

SIGNED SEALED AND DELIVERED by the said  
**WILLIAM JOHN PINDER ENGLAND**  
in the presence of :-

} X W. J. P. England

Witness  
Signature W. Elms  
Address 23 West Green  
Birmingham

SIGNED SEALED AND DELIVERED by the said  
**GEOFFREY WALKER**  
in the presence of :-

}  
}

Witness  
Signature W. Elms  
Address 23 West Green  
Birmingham

Geoffrey Walker Chemist

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ng

SIGNED SEALED AND DELIVERED by the said  
JAMES LESLIE BINNS in the presence of :-

} J. L. Binns

R. Marshall  
14 Westfield Drive  
Birmingham

Julia Binns

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y  
he

SIGNED SEALED AND DELIVERED by the said  
PETER BLAIR WILSON in the presence of :-

} Peter Blair Wilson

D. Mole  
2, Barton Close  
Birmingham

Surveyor

SIGNED SEALED AND DELIVERED by the said  
BRIAN PATRICK in the presence of :-

} B. Patrick

B. Binns  
13 Westfield Lane  
Birmingham

Homewife

s  
ent

SIGNED SEALED AND DELIVERED by the said  
GWENDOLINE DALE in the presence of :-

} Gwendoline Dale

A. C. Howden  
The Old Rectory  
Birmingham  
Homewife  
Teacher

J

estation Ground

OMAN TILE KILN  
(site of)

B M 35 98m

3685  
1269ha  
3-36

5472  
5 032ha  
12-43

Messingham  
County School

B M 33 97m

Messingham  
Methodist  
Church

Hall Farm

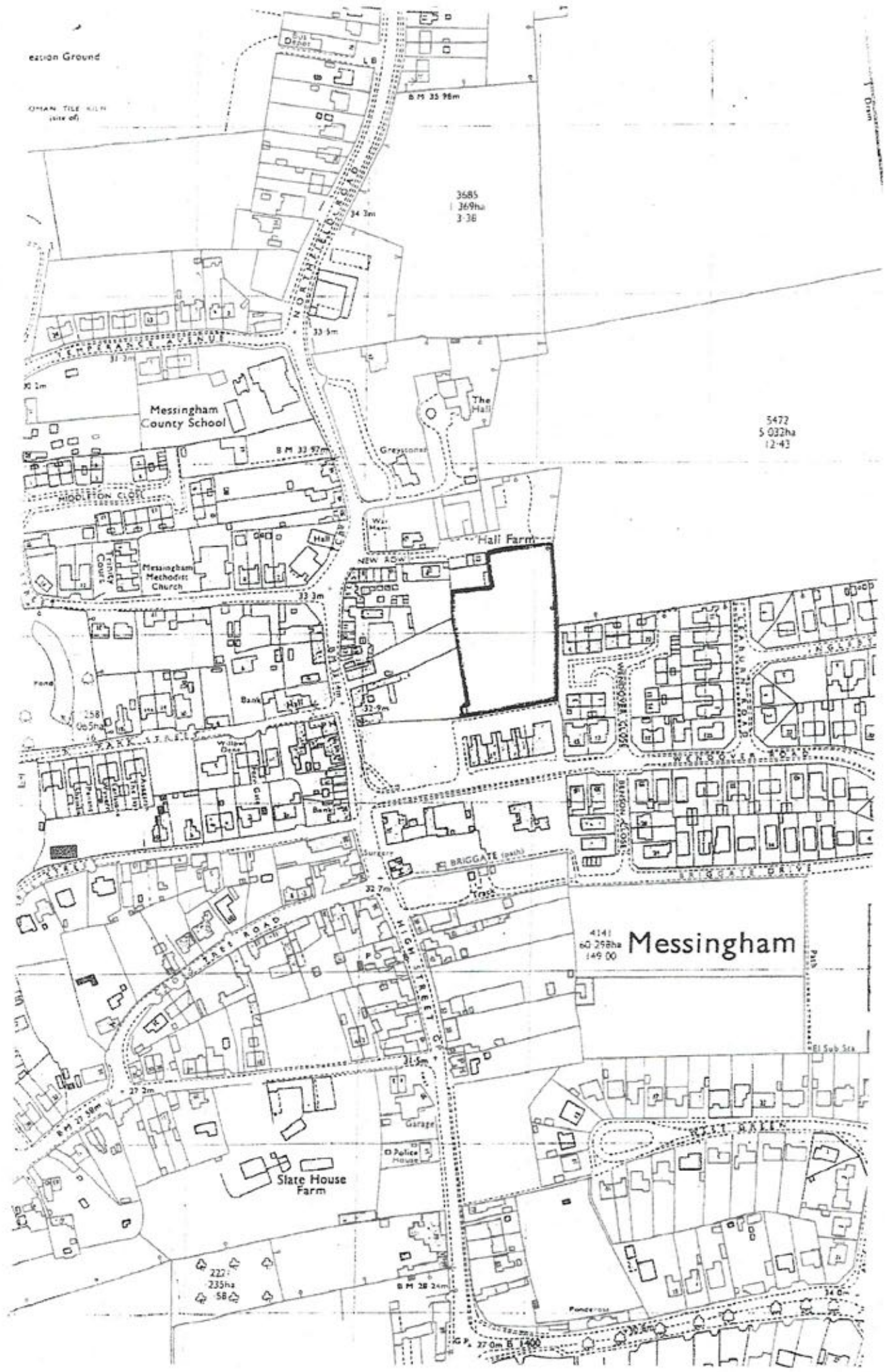
4141  
60 298ha  
149 00

Messingham

Slate House  
Farm

227  
235ha  
58

B M 38 2m



**CHANGES TO THE GOVERNING DOCUMENT FOR MESSINGHAM  
VILLAGE HALL COMMITTEE OF MANAGEMENT AS DOCUMENTED  
AT THE COMMITTEE MEETING HELD ON 07/08/03.**

**3.(1)**

**“The Committee shall consist of a minimum of 15 members.”**

**3.(3)**

**“Each non-commercial organisation operating in the area of benefit shall be eligible to appoint a representative member. A representative member shall ordinarily be appointed not more than one month before the Annual General Meeting: provided that an organisation which fails to appoint a representative member before such meeting shall make the appointment as soon as is practicable thereafter. Each organisation shall notify to the Secretary of the Committee the name of its representative.”**

**3.(7)**

**“In the event of any application (in writing and addressed to the Secretary of the Committee) 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 present at the meeting allow such organisation to appoint a representative member to the Committee.”**

**3.(8)**

**“A casual vacancy in the office of elected members may be filled by the Committee and the period of office of an elected member to fill the casual vacancy shall commence at the end of the Committee at which he or she was so elected.**

**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 resign, shall thereupon cease to be a member. Any member who fails to attend 6 consecutive ordinary meetings shall cease to be a member unless the member has given appropriate notification of absence.”**

**8.**

**“The Committee shall hold at least ten ordinary meetings in each year. A special meeting may be summoned at any time by the Chairman or any three members.”**

**CHANGES TO THE GOVERNING DOCUMENT FOR MESSINGHAM  
VILLAGE HALL COMMITTEE OF MANAGEMENT AS DOCUMENTED AT  
THE COMMITTEE MEETING HELD ON THE 20TH SEPTEMBER 2017**

3.(1)

“The Committee shall consist of a minimum of eight Trustees/committee members. If the number falls below eight, the committee will actively try to find additional members”.



**Changes to the Governing Document for Messingham Village Hall Committee of Management as documented at the Committee Meetings held on 20<sup>th</sup> January 2022.**

3.1 "The Committee shall consist of a minimum of five Trustees/committee members. If the number falls below five, the committee will actively try to find additional members"

8. "The committee shall hold at least six ordinary meetings in each year. A special meeting may be summoned at any time by the Chairman or any three committee members or Trustees."