

BOSBURY PARISH HALL

CONSTITUTION 13TH JULY 1945

This Conveyance is made the thirtieth day of July one thousand nine hundred and forty five **Between** Marian Buck of Noverings Bosbury in the County of Hereford Widow (hereinafter called “the Grantor”) of the one part and Janet Margaret Beith of Noverings Bosbury aforesaid Spinster and Charles Briscoe Masefield of Ledbury in the County of Hereford Solicitor (hereinafter called “the Trustees”) of the other part.

Whereas the Grantor is seised in fee simple in possession free from incumbrance of the hereditaments hereinafter described and in consideration of her desire to provide a Parish Hall for the Parish of Bosbury aforesaid has agreed to convey the same to the Trustees,
And whereas the Trustees have requested the Grantor to convey the said hereditaments in manner and upon the trusts hereinafter appearing.

Now this Conveyance witnesseth that in pursuance of the said agreement and for the consideration aforesaid the Grantor as Beneficial Owner hereby conveys unto the Trustees All that piece or parcel of land situate in Bosbury in the County of Hereford with the Parish Hall Club Rooms and other buildings erected thereon which said piece of land is with the buildings dimensions and abuttals thereof more particularly delineated and described in the plan drawn hereon and thereon coloured pink. All which said hereditaments were formerly known as The Old Bosbury Vicarage. Except nevertheless and reserving unto the Grantor and her successors in title and other the owners and occupiers of the Cottage and land coloured blue on the said plan thereof

(i) full and free liberty at all times hereafter and for all purposes to go pass and repass along over and upon the strip of land indicated on the said plan by the dotted lines.

(ii) The right of access at all convenient times for the purpose of repairing the said Cottage and outbuildings belonging thereto.

(iii) All existing rights of drainage with the right of entry for the purpose of repairing or making good any defect therein.

To Hold the same unto the Trustees in fee simple Upon the Trusts and subject to the powers and provisions set out in the First Schedule hereto.

The Grantor hereby acknowledges the right of the Trustees to the production and delivery of copies of the documents specified in the Third Schedule hereto and hereby undertakes for the safe custody thereof.

In witness whereof the said parties of these presents have hereunto set their hands and seals the day and year first before written.

The First Schedule before referred to

1. The Trustees shall forthwith apply to the Charity Commissioners for England and Wales for an Order vesting the Trust premises hereby conveyed in the Official Trustee of Charity Lands and upon such Order being made the Trustees shall cease to be Trustees of the Trust Premises and the Charity shall thereafter be administered and managed by the members for the time being of the Committee of Management hereinafter mentioned as the Trustees thereof.

2. The property hereby conveyed (herein called “the Trust Premises”) shall be held upon trust for the purposes of physical and mental training and recreation and social moral and intellectual development through the medium of reading and recreation rooms, library, lectures, classes, recreations and entertainments or otherwise as may be found expedient for the benefit of the inhabitants of the Parish of Bosbury in the County of Hereford and its immediate vicinity without distinction of sex or of political, religious or other opinions subject to the provisions of these presents.

3. The general management and control of the Trust Premises and the arrangements for their use shall be vested in a Committee of Management (hereinafter called “the Committee”) consisting of not more than 20 Members of whom one shall be the Vicar of Bosbury for the time being and not more than 5 shall be elected at the first general meeting, referred to in clause 4 hereof, in the first instance and on each subsequent appointment of members at the Annual General Meeting. The organisations mentioned in the second column of the Second Schedule shall each have the right to appoint one member of the Committee both in the first instance and on the occasion of each annual appointment of members. The persons whose names appear in the first column of the Second Schedule hereto have been appointed by the organisations mentioned opposite their respective names in the second column of that Schedule and shall together with the members appointed at the first General Meeting as aforesaid be the first members of the Committee. Until the first General Meeting as aforesaid has been held the persons named in the first column of the Second Schedule shall have power to act. In addition to the members of the Committee appointed as above, the Committee shall have the power to co-opt not more than five members to represent interests in the said Parish not represented by any organisation.

4. There shall be an Annual General Meeting to be convened by the Committee in the month of April in each year the first of such meetings (herein called “the First General Meeting”) to be convened in the month of April 1946 by one week's notice to be affixed to some conspicuous part of the Trust Premises or other conspicuous place or places in the parish of the inhabitants of the age of 18 years or upwards of either sex of the Parish of Bosbury for the purpose of receiving the Report and Accounts of the Committee and for accepting the resignations of members of the Committee and for the purpose of electing not more than five members under Clause 3 hereof.

5. All members of the Committee (except the Vicar) shall retire annually at the Annual General Meeting. Every organisation entitled to appoint a member of the Committee to take the place of a member retiring at an Annual General Meeting shall make the appointment at any time within one month before the Annual General Meeting at which the retiring member of the Committee shall retire.

6. A casual vacancy arising from the death or resignation or removal of a member of the Committee shall be filled by the organisation by which such member shall have been appointed and the person appointed shall retire at the time when the vacating member would have retired. In the event of a vacancy arising through the death resignation or removal of a member of the Committee appointed by the Annual General Meeting the Committee shall have power to fill such vacancy until the next Annual General Meeting.

7. In the event of any other organisation being formed in the said Parish with aims of a social recreational or educational character not inconsistent with those upon which the Trust Premises are held hereinunder the Committee shall have power by a Resolution of the Committee passed at a meeting at which not less than two-thirds of all the members of the Committee vote in favour of the Resolution to allow such new organisation to appoint an additional member of the Committee in the same manner as if such new organisation had been mentioned in the second column of the Second Schedule hereto and for this purpose the total number of members of the Committee as provided for in Clause 3 hereof may be increased.

8. If any organisation entitled to appoint a member of the Committee ceases to exist or fails to make an appointment in manner aforesaid before the Annual General Meeting in any year the Annual General Meeting shall decide in what way if at all the vacancy shall be filled.

9. The proceedings of the Committee shall not be invalidated by any vacancy among its members or by any defect in the appointment or qualification of any member.

10. The Committee may from time to time make and alter Rules and Regulations for the conduct of its business and for the summoning and conduct of its meetings and in particular with reference to:-

(a) The terms and conditions upon which the Trust Premises may be used for entertainments, meetings, social gatherings and other purposes and the sum (if any) to be paid for such use.

(b) The appointment of a Secretary, Auditor, Treasurer and such other paid or unpaid officers as it may consider necessary and the fixing of their respective terms of office.

(c) The engagement and dismissal of such paid officers and servants for the Trust Premises as it may consider necessary.

(d) The number of members who shall form a quorum at its meetings provided that the number of members who shall form a quorum shall never be less than a third of the total number of members of the Committee.

11. All payments in respect of the use of the Trust Premises and all donations for the benefit thereof shall be paid into a Trust Account at Lloyds Bank at Ledbury or such other Bank as shall from time to time be substituted therefor by the Committee.

12. The moneys standing to the credit of the said Account shall be applied as the Committee shall decide in repairing and insuring the Trust Premises or the furniture and effects therein and in paying all rent (if any) rates taxes salaries of paid officers and servants and other outgoings and in providing furniture games books newspapers and periodicals and other literature and means of recreation and otherwise for the upkeep and improvement of the Trust Premises.

13. If any Rules or Regulations made under the power in that behalf hereinbefore contained are inconsistent with the provisions of these presents the latter shall prevail.

The Second Schedule before referred to

Column 1

Names of Representatives
Jesse Joshua Howe
Harold Claude Goodchap
Arthur James Davies
Mrs Thelma Eileen Heaton Armstrong
Geoffrey Griffiths
Mrs Annie Collett
Albert Frederick Harrison
Mrs Jean Allisson Aitkin
Captain Thomas Nathaniel Hone
Miss Elsie Ada Brant
Mrs Fanny Turner
Henry John Hill
Miss Dorothy Mabel Billington
Major William Duncan Heaton Armstrong
Major Richard Spieker Brander

Column 2

Organisations
The Parish Council
The Parochial Church Council
The British Legion
Womens Institute
Managers Boys' School
Manager Girls' School
Mens Club
Youth Club
Garden Club
Tennis Club
Mothers Union
Home Guard
Girl Guides

The Third Schedule before referred to

1910 March 4th	<u>Conveyance</u> Reverend R.T.Seddon to Willoughby Baskerville Mynors and Mrs Marian Buck
1910 March 5th	<u>Mortgage</u> Willoughby Baskerville Mynors and Mrs Marian Buck to Reginald Masefield and Charles Briscoe Masefield
1911 July 1st	<u>Conveyance</u> Willoughby Baskerville Mynors to Marian Buck
1913 March 4th	<u>Reconveyance</u> Reginald Masefield and Charles Briscoe Masefield to Marian Buck