

APPENDIX 1

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DATED 7th MAY, 1996

LIONEL JAMES HILL
and
FECKENHAM PARISH COUNCIL

TRUST DEED

The Square
(Village Green)
Feckenham,
Nr. Redditch
Worcestershire

THIS TRUST DEED made the *Seventh* day of *May* One Thousand Nine Hundred and Ninety Six, between LIONEL JAMES HILL, Dunstall Court Astwood Lane Feckenham near Redditch Worcestershire (the Donor), (1) and FECKENHAM PARISH COUNCIL of Feckenham near Redditch Worcestershire (the Trustee) (2)

WITNESSETH as follows:-

1. Definitions and interpretation

In this deed the following expressions shall have the following meanings:

- 1.1 "the Charity" means the charity established, by clause 3 of this deed
- 1.2 "the Trustee" means and includes the trustees or trustee for the time being of this deed and "Trustee" means any member of the Trustee or any later appointed one of the trustees
- 1.3 "the Trust Property" means the freehold property, specified in the schedule and any other property or funds which may be paid or transferred to the Trustee at any time to be held on the charitable trusts declared by this deed and the investments from time to time representing the same
- 1.4 Unless the context otherwise requires the singular includes the plural and the masculine includes the feminine and vice versa
- 1.5 Clause headings are for reference only and shall not be taken into consideration in their interpretation

2. Recital

The donor has transferred the property specified in the schedule to the Trustee to be held by it on the charitable trusts declared by this deed and it is contemplated that further property money and investments will be paid or transferred to the Trustee from time to time to be held on the same trusts

3. Name of Charity

The Charity established by this deed shall be called Feckenham Village Square Amenity Trust.

4. Trust Fund

The Trustee shall hold the Trust Fund on trust either to retain or sell the same or any part of it and to invest the proceeds in or on any investments authorised by this deed (with power from time to time to vary such investments) and to pay or apply the Property and the net income of the Trust Property and any part of the capital at their absolute discretion in furtherance of the objects of the Charity declared in clause 5

5. Objects of the Charity

The objects of the Charity are to provide a village green or square for the benefit of the inhabitants of the Parish of Feckenham and other amenity areas for the benefit of the inhabitants of the said Parish.

6. Powers of the Trustee

In furtherance of the above objects but not further or otherwise the Trustee shall have the following powers:*

6.1 Appointment of clerk

To appoint as clerk one of their number without remuneration who shall be dismissable at their pleasure or some other fit person at such* reasonable salary and on such reasonable terms as to notice and otherwise as the Trustee thinks fit

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6.2 Employment of staff

To employ such person or persons (who shall not be a trustee or member of the Trustee) to perform such duties as the Trustee considers necessary for the proper administration of the Charity at such reasonable salaries and on such reasonable terms as to notice and otherwise as the Trustee thinks fit and to provide for the payment of such pensions and superannuation for such persons as maybe reasonable and necessary

6.3 Delegation of powers

To delegate to a committee constituted from the Trustee consisting of not less than 3 of their number any of the Trustees powers of management provided that all proceedings of such a committee are reported in due course to the Trustee

6.4 Borrowing

Subject to such consents as are required by law to borrow money whether or not on the security of the Trust Fund or any part of it with power to charge any part of the capital or income with the repayment of the money 'so borrowed

6.5 Fund raising

To raise funds by appealing for and inviting contributions (whether periodical or otherwise) from any person by way of donation covenant grant loan legacy or subscription and to accept donations on any special trusts in connection with the Charity provided that the Trustee shall not undertake, any permanent trading activity in raising funds for the objects of the Charity

6.6 Acquisition of property

To purchase take on lease or in exchange hire or otherwise acquire any property for use for the purposes of the Charity

6.7 Disposal of property

Subject to such consents as may be required by law to sell mortgage let or exchange any property or funds belonging to the Charity save for the freehold Property specified in the Schedule hereto

6.8 Investment

To invest trust moneys in the purchase of or at interest on the security of such stocks funds shares securities or other investments or property of whatever nature and wherever situated as the Trustee in its absolute discretion thinks fit to the intent that the Trustee shall have the same full and unrestricted powers of investing and transposing investments as if it was beneficially entitled to the Trust Fund

6.9 Administrative regulations

To make regulations from time to time for the administration of the Charity and for the management and conduct of the Trustee's business including the summoning and chairmanship of meetings the number of Trustees required to constitute a quorum the deposit of money at a proper bank and the custody of deeds securities and documents

7.Accounts

The Trustee or trustees for the time being shall keep a minute book and proper books of account and shall prepare consecutive statements of account consisting of an income and expenditure account relating to a period of not more than 15 months and of a balance sheet relating to the end of such period

8.Banking

The Trustee shall maintain such banking accounts for the Charity as they consider convenient and every sum received on account of the Charity shall be paid to the credit of such accounts. All cheques and orders for the payment of money from any such account shall be signed by 2 or more Trustees or members of the Trustee

9.Trustees' interest in the Trust Fund

No Trustee or member of it shall take or hold any interest in any property belonging to the Trust Fund otherwise than as Trustee for the purposes of the Charity and no Trustee shall receive remuneration or be interested in the supply of work or goods at the expense of the Charity provided nevertheless that:

9.1 Trustee's expenses

A Trustee or a member of the Trustee or any later appointed trustee of the Charity may be reimbursed any reasonable and proper expenses incurred by it or him in carrying out trust duties including any travelling or other expenses incurred by him on behalf of the Trust

9.2 Professional charges

The Trustee or member of the Trustee or any later-appointed-trustee of the Charity (other than the Donor or a spouse of the Donor) being a solicitor accountant or other person engaged in any profession shall be entitled to charge and be paid all usual professional or other charges for work done by him or his firm in connection with the execution of the trusts of the Charity provided that there is at all times a majority of trustees or of members of the Trustee who act without remuneration and that such a trustee or member of the Trustee does not attend a meeting at which his own remuneration is discussed

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10 Trustees' indemnity

In the execution of the trusts and powers of this deed no member of nor the Trustee nor any later appointed trustee of the Charity shall be liable for any loss to the Charity arising by reason of any improper investment made in good faith (so long as he shall have sought professional advice before making such investment) or any mistake or omission made in good faith by him or any other trustee or any other matter other than wilful and individual fraud wrongdoing or wrongful omission on the part of the Trustee who is sought to be made liable

11 Amendment

11.1 The Trustee may amend any of the provisions of this deed (except those in clause 5 6.7 and 12 and in this clause) by any deed or deeds supplemental to this deed provided that no amendment shall be made which will cause the Charity to cease to be a charity at law

11.2 Clauses 5, 6.7, 12 and 11:1 can be so amended if the prior consent in writing of the Charity Commissioners has been obtained.

12 Failure of trusts

In the event of the failure of the trusts of this deed any assets remaining after satisfaction of the debts and liabilities of the Charity shall not be paid to or distributed among the Trustees but shall be invested as authorised by this deed and the income expended for the benefit of the parishioners of the parish of Feckenham in the maintenance of any open spaces parks greens or amenity areas set aside for or enjoyed for recreational or other similar uses by the.- said parishioners.

IN WITNESS whereof the Donor and the Trustee acting by all its current members have hereunto set their hands the day and year first before written.

SCHEDULE

The freehold land known as The Square otherwise the Village Green Feckenham near Redditch in the County of Hereford and Worcester comprised in Absolute Title recorded at H.M. Land Registry under Title Number HW99071

SIGNED as a Deed by the said **LIONEL JAMES HILL** in the presence of:-
Phylis Mott, 47 High Street, Feckenham, Redditch

SIGNED as a Deed by **DAVID NELSON WAIDE** in the presence of:-
Phylis Mott, 47 High Street, Feckenham, Redditch

SIGNED as a Deed by **LIONEL JAMES HILL** in the presence of:-
Phylis Mott, 47 High Street, Feckenham, Redditch

SIGNED as a Deed by **ERIC STYLER** in the presence of:-
Phylis Mott, 47 High Street, Feckenham, Redditch

SIGNED as a Deed by **KATHLEEN BURGIN** in the presence of:-
Phylis Mott, 47 High Street, Feckenham, Redditch

SIGNED as a Deed by **KATHRYN OLIVE PERRY GEE** in the presence of:-
Phylis Mott, 47 High Street, Feckenham, Redditch

SIGNED as a Deed by **PETER ANTHONY TURTON** in the presence of:-
Phylis Mott, 47 High Street, Feckenham, Redditch

SIGNED as a Deed by **DOUGLAS ALAN HICKMAN** in the presence of:-
Phylis Mott, 47 High Street, Feckenham, Redditch