



This Deed

is made the *Twenty Eighth*
day of *February* One

thousand nine hundred and *Sixty one* B E T W E E N THE
STAFFORDSHIRE COUNTY COUNCIL (hereinafter called "the
Council") of the first part THE STAFFORDSHIRE COUNTY
COUNCIL (hereinafter called "the Trustees") of the second
part and THE STAFFORD NORTH END COMMUNITY ASSOCIATION
acting by JOHN BLACK of 3 Walden Avenue Stafford in the
Borough of Stafford in the County of Stafford their
Chairman and LESLIE GEORGE PHILLIPS of 155A. Eccleshall
Road Stafford in the Borough aforesaid their Honorary
Secretary (hereinafter called "the Association") of the
third part _____

W H E R E A S :- _____

- (1) The Council are seised for an estate in fee simple in possession free from incumbrances of the property hereinafter described (which property with any buildings erected or to be erected thereon are hereinafter referred to as "the demised property") _____
- (2) The Council are a Trust Corporation for the purposes of The Law of Property Act 1925 The Administration of Justice Act 1925 The Trustee Act 1925 The Settled Land Act 1925 and The Supreme Court of Judicature (Consolidation) Act 1925 in relation to any charitable trust which they may have power

to administer having been prescribed as such by the Lord High Chancellor of Great Britain on the fifth day of June One thousand nine hundred and fifty

(3) The Association with the consent of the Council administer the demised property as a Community Centre for the charitable objects referred to in the Schedule hereto in accordance with the Constitution of the Association approved by the Council

(4) The Council have resolved to lease the demised property to themselves as Trustees upon the terms hereinafter appearing and upon the trusts and subject to the powers and provisions set out in the said Schedule hereto

(5) The Association have agreed to administer the demised property in accordance with the provisions herein contained and to join in this Lease for the purpose of signifying their agreement with its provisions and their acceptance of any obligations hereby placed upon the Association

N O W T H E R E F O R E T H I S D E E D W I T N E S S E T H as follows :-

1. T H E Council hereby demise unto themselves as Trustees A L L T H A T piece or parcel of land situate off Holmcroft Road in the Borough of Stafford in the County of Stafford containing One decimal point five three acres or thereabouts being edged in pink on the plan annexed hereto T O H O L D the same unto themselves as such Trustees upon the trusts and subject to the powers and provisions set

forth in the Schedule hereto for a term of sixty years from the twenty ninth day of September One thousand nine hundred and sixty PAYING THEREFOR the yearly rent of a peppercorn if demanded on the twenty ninth day of September in each year in arrear _____

2.

THE Trustees hereby COVENANT with the Council as follows :- _____

(i) To pay the reserved rent on the days and in manner aforesaid and in so far as they are liable so to do to pay or cause the Association to pay all existing and future rates taxes and assessments and outgoings now or hereafter imposed or payable in respect of the said property _____

(ii) To keep or cause the Association to keep any buildings erected or to be erected on the demised property in good and tenantable repair and condition _____

(iii) Not without the previous consent in writing of the Council to erect or to allow the Association to erect any new buildings on the demised property or to make or allow the Association to make any alterations or additions thereto _____

(iv) To insure or cause the Association to insure any buildings erected or to be erected on the demised premises against loss or damage by fire in an insurance office and to a sum representing the full market value thereof to be approved by the Council and to produce or cause the Association to produce when required by the Council the

policy of such insurance and the receipts for premiums payable under such insurance policy _____

(v) To permit or cause the Association to permit the Council and their duly authorised agents and others at all reasonable times to enter upon and examine the condition of the demised property including any buildings thereon _____

(vi) Not to assign underlet or part with the possession of the demised property or any part thereof or to permit the Association to do so without the written consent of the Council _____

(vii) To use the demised property or allow the Association to use the same only for the purposes of the Stafford North End Community Centre or such other purposes as shall be consistent with the charitable objects set out in the said Schedule _____

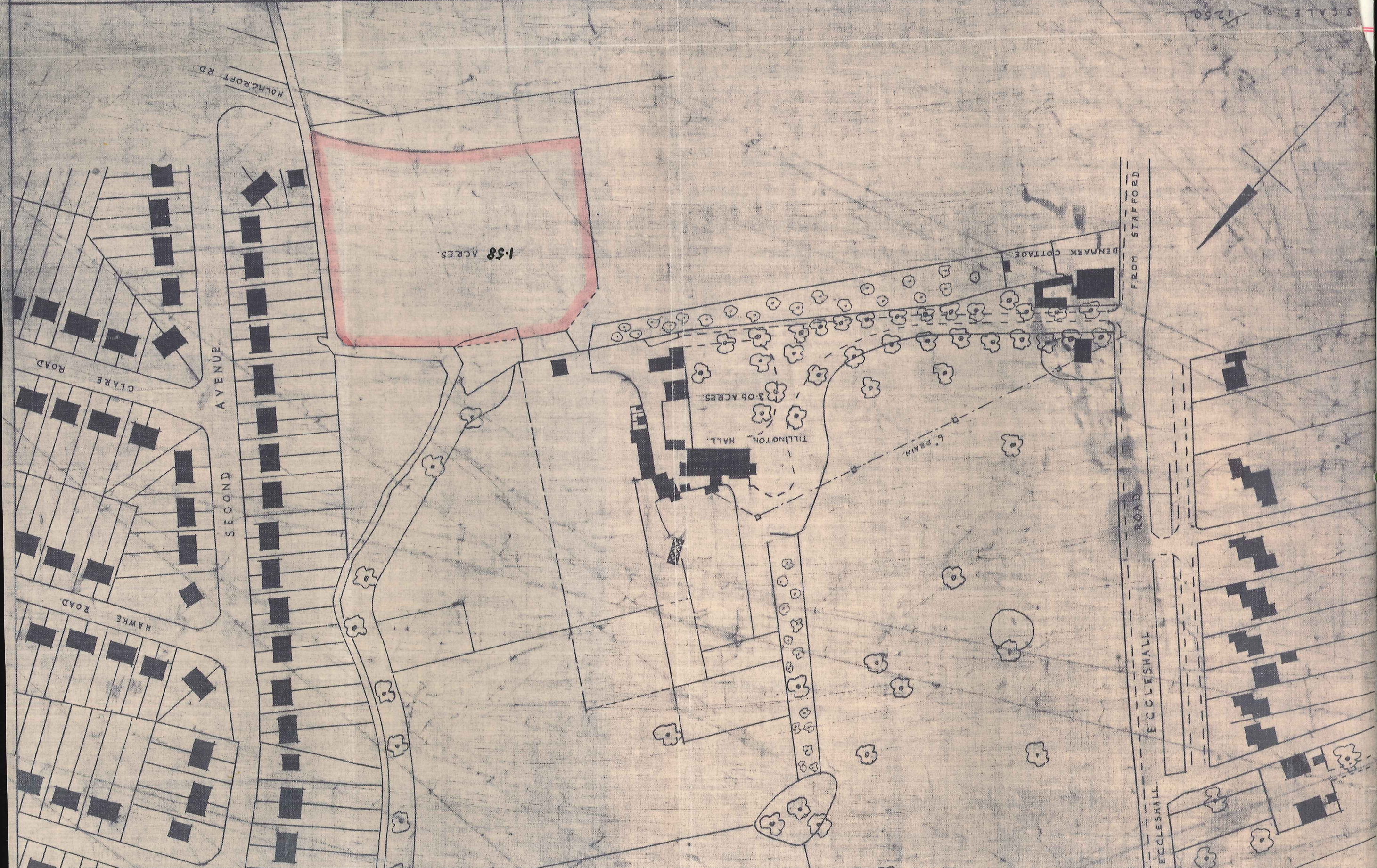
(viii) To take out and maintain or cause the Association to take out and maintain a policy of insurance indemnifying the Association the Council and the Trustees from and against all liability to third parties arising out of any defect or want of repair in or on the demised property in an insurance office and to a sum to be approved by the Council and to produce or cause the Association to produce when required by the Council the policy of such insurance and the receipts for premiums payable under such insurance policy _____

(ix) At the determination of the term hereby created to yield up the demised property or cause the Association to

STAFFORD
EDUCATION ARCHITECT
MACHSITLMAN F.R.T.B.A.

STAFFORDSHIRE EDUCATION COMMITTEE
STAFFORD HOLMCROFT COMMUNITY CENTRE
TIRLINGTON HALL

SCALE 1:250
1143
6



yield the same up in such repair and condition as shall be consistent with the terms of this Deed _____

3. THE Council hereby COVENANT with the Trustees that the Trustees performing their obligations hereunder or causing the Association to perform the same shall peaceably hold and enjoy the demised property during the said term without any interruption by the Council or any person rightfully claiming under or in trust for them

4. PROVIDED always and it is hereby agreed and declared that if the rent hereby reserved shall be unpaid for twenty-one days after becoming payable or if any of the Trustees' covenants hereinbefore contained shall not be performed or observed or if the demised property shall cease at any time during the term by virtue of the liquidation of the Association or for any other reason to be used for the purposes of and in accordance with the trusts declared concerning the same in the said Schedule hereto it shall be lawful for the Council in their capacity as fee simple owners of the freehold in the demised property at any time thereafter to re-enter upon the demised property 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 Council in respect of any breach of the Trustees' covenants herein contained _____

5. THE Association hereby COVENANT with the Trustees

that they will administer the demised property in accordance with the provisions herein contained and will observe and perform on behalf of the Trustees all the provisions herein contained which impose any obligations or liabilities upon the Trustees in regard to the demised property and indemnify the Trustees against all actions claims costs proceedings and demands taken made against or incurred by the Trustees arising out of any non-observance or non-performance thereof by the Association or its members

6. 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 or as to the disposal of the assets and property of the Association in the event of it ceasing to function effectively or being liquidated shall be determined conclusively by the Minister of Education upon such application made to him for the purpose as he thinks sufficient

I N W I T N E S S whereof the Staffordshire County Council as the Council and also in their capacity as Trustees have hereunto caused their Common Seal to be affixed and the said John Black and John Neville Rostance acting under the authority of a resolution of the Council of the Stafford North End Community Association and on behalf of the Association have hereunto set their hands

and seals the day and year first before written _____

THE SCHEDULE before referred to

1. The property hereby demised shall be held upon trust for the purposes of a Community Centre for the use of the inhabitants of the North End of Stafford and the neighbourhood in the Borough of Stafford in the County of Stafford without distinction of sex or political religious or other opinions and in particular for facilities for recreation and leisure time occupation in the interests of social welfare with the object of improving the conditions of life for the said inhabitants _____

2. The Charity hereby created shall be administered in conformity with the provisions of this Deed and the Constitution of the Association approved by the Trustees set out in the Appendix hereto (together with any amendments thereto which may be approved by the Trustees from time to time) by the Council of the Association hereinafter referred to who shall be the administering Trustees thereof _____

APPENDIX TO SCHEDULE

being the Constitution of the Association
at the date hereof

1. NAME. The name of the Association shall be the
Stafford North End Community Association (hereinafter

called "the Association")

2. OBJECTS. The objects of the Association shall be

(a) to promote the benefits of the inhabitants of the North End of Stafford and surrounding neighbourhood in the County of Stafford hereinafter called ("the area of benefit") without distinction of sex or political religious or other opinions by associating the local authorities voluntary organisations and inhabitants in a common effort to advance education and to provide facilities in the interest of social welfare for recreation and leisure time occupation with the object of improving the conditions of life for the said inhabitants

(b) To establish or to secure the establishment of a Community Centre (hereinafter called "the Centre") and to maintain and manage or to co-operate with any local statutory authority or authorities in the maintenance and management of such a Centre for activities promoted by the Association and its constituent bodies in furtherance of the above objects or any of them. The Association shall be non-party in politics and non-sectarian in religion

3. MEMBERSHIP. Membership of the Association shall be of two kinds :-

(a) Individual members who shall be either Full Junior or Associate members

(b) Group members who shall be the Constituent Bodies and Sections

4. INDIVIDUAL MEMBERSHIP shall be open irrespective of political party nationality religion opinion race or colour to :-

(a) All persons over the age of sixteen living in the area of benefit who shall be called full members

(b) All persons between the age of twelve and sixteen living in the area of benefit who shall be called Junior members Junior members shall not have the right to vote but shall have the right to elect from among themselves in such a manner as the Council shall from time to time determine two representatives to serve as members of the Council which representatives shall have the right to vote as if they were full members

(c) Well-wishers anywhere who shall be called Associate Members Associate Members shall not have the right to vote but shall have the right to elect from among themselves one representative to serve as a member of the Council which representative shall have the right to vote as if he were a full Member The Council shall determine from time to time the manner in which Associate Members shall elect their representative

5. GROUP MEMBERSHIP.

(a) Constituent Bodies shall be local statutory

authorities and such voluntary organisations as operate in the neighbourhood and satisfy the Council that they are independent organisations or branches of independent national or of other organisations

(b) A Section shall be any group which may with the permission of the Council be formed within the Association among individual members for the furtherance of a common activity

(c) The Constituent Bodies and Sections mentioned in the Schedule hereto shall each have the right to appoint two members to the Association Council and at any time by giving notice in writing to the Secretary of the Association to revoke the appointment of such members and appoint others in their places Provided that as regards the Sections (each of which shall appoint their own Chairman Secretary and Treasurer) the two Members to be appointed by each Section shall be officers of that Section and notice of any change of such officers shall be given forthwith in writing to the Secretary of the Association

(d) The Council shall have the power by a resolution passed by a simple majority to increase the number of constituent bodies or sections by the addition of their names to the Schedule hereto

6. TERMINATION OF MEMBERSHIP. The Council shall have the right for good and sufficient reason to terminate

the membership of an individual member or in the case of a constituent body or section to remove its name from the Schedule provided that the individual member or person representing the body or section shall have the right to be heard by the Council before a decision is made _____

7. SUBSCRIPTIONS. All members and Constituent Bodies shall pay such subscriptions as the Council may from time to time determine _____

8. THE COUNCIL. Subject to the limitations set out in clause 10 hereof the policy and general management of the affairs of the Association shall be directed by a Council (herein referred to as "the Council") which shall meet not less than four times a year

The Council shall consist of :- _____

(a) The representatives appointed by Constituent Bodies and Sections in accordance with clause 5 _____

(b) Such number of representatives of full members to be elected from among and by themselves at the Annual General Meeting as is equal to the number of Council Members appointed under clause 8 (a) _____

(c) Two representatives of the Junior members elected in accordance with clause 4 (b) _____

(d) One representative of Associate Members elected in accordance with clause 4 (c) _____

(e) The Honorary Officers of the Association and of

the Council ex-officio' _____

(f) One representative appointed by the Trustees The Staffordshire County Council in their capacity as Local Education Authority _____

(g) Such other Officers of the Association as the Council may from time to time determine in accordance with clause 9 (e) _____

In addition the Council may co-opt further members who shall be members of the Association provided that the number of co-opted members shall not exceed one-third of the total number of members of the Council as defined above All members of the Council shall retire annually at the Annual General Meeting but shall be eligible for re-appointment _____

9. OFFICERS. _____

(a) Honorary Officers of the Association The Annual General Meeting of the Association shall elect a President a Treasurer and such other officers as it may from time to time determine _____

(b) Honorary Officers of the Council The Council shall elect a Chairman and such other officers as it may from time to time determine _____

(c) Honorary Officers of the Executive Committee The Chairman of the Council shall be Chairman of the Committee _____

(d) Paid Officers The Council shall have power to

appoint and dismiss a Secretary and such other officers and servants of the Association as it may from time to time determine _____

(e) All honorary officers of the Association and of the Council shall be members "ex-officio" of the Association the Council the Committee and of any sub-committees. The Council may determine which (if any) of the paid officers and servants shall be members 'ex-officio' of the Association the Council the Committee or any sub-committee _____

10. ANNUAL GENERAL MEETING. Once in each year the Council shall convene an Annual General Meeting of the Association which all individual members and representatives of the Constituent Bodies shall be entitled to attend for the purpose of receiving the Annual Report of the Council and the annual audited statement of accounts of appointing Honorary Officers of the Association of accepting resignations of members of the Council of electing representatives of full members to serve on the Council of appointing an Auditor or Auditors of making recommendations to the Council and wherever necessary of voting on proposals to amend this Constitution in accordance with clause 19 hereof _____

11. SPECIAL GENERAL MEETINGS. The Chairman of the Council or the Secretary may at any time at their

discretion and shall within twenty-one days or receiving a written request so to do signed by not less than twenty members having the power to vote and giving reasons for the request call a Special General Meeting of the Association for the purpose of altering the Constitution in accordance with clause 19 hereof or of considering any matter which may be referred to them by the Council _____

12. THE EXECUTIVE COMMITTEE. At its first meeting following the Annual General Meeting in each year the Council shall appoint an Executive Committee (herein referred to as "the Committee") and may delegate to the Committee any or all of its powers as it may from time to time determine. The Committee shall consist of ten members elected by and from the members of the Council and of the officers of the Association and of the Council hereinbefore provided. The Committee shall have power to co-opt additional members who shall be members of the Association but need not be members of the Council provided that the number of co-opted members does not exceed one-third of the total number of elected and 'ex-officio' members. All members of the Committee shall retire at the Annual General Meeting but shall be eligible for re-appointment _____

13. SUB-COMMITTEES. The Committee shall have power to appoint such sub-committees as may from time to time

be decided and shall determine their terms of reference and procedure. The Committee shall appoint a Finance Committee which shall receive financial reports from all sections of the Association shall scrutinise all books relating to the finances of the Association shall authorise all payments on behalf of the Association and its sections shall prepare the financial statement of accounts for submission to the Council shall arrange for the same to be audited and shall be responsible generally (subject to the directions of the Council) for all the financial arrangements of the Association and its sections and shall have power to call for the production of all books and accounts of the Association and its Sections as and when the Finance Committee deem it necessary and power to direct what books and accounts shall be kept _____

14. RULES OF PROCEDURE AT ALL MEETINGS. _____

(a) Voting. All questions arising at any meeting shall be decided by a majority of those present and voting thereat. No member shall exercise more than one vote notwithstanding that he may have been appointed to represent two or more interests but in case of an equality of votes the Chairman shall have a second or casting vote _____

(b) Quorum. One-third of the members shall form a

quorum at meetings of the Council the Committee and all sub-committees Twenty-five members shall form a quorum at General Meetings of the Association

(c) Minutes. Minute books shall be kept by the Association the Council the Committee and all sub-committees and the appropriate Secretary shall enter therein a record of all proceedings and resolutions

15. RULES. The Committee shall have the power to issue rules or regulations for the management and use of the Centre and such rules and regulations shall come into operation immediately provided always that such rules and regulations shall be subject to review by the Council and shall not be inconsistent with the provisions of this Constitution

16. FINANCE.

(a) The accounts of the Association and of any Committee or Section of Members shall be regularly audited by duly qualified persons who shall be appointed annually by the Association at the Annual General Meeting The audited statement of accounts for the last year passed shall be submitted by the Council to the Annual General Meeting

(b) The Treasurer of the Association shall keep proper accounts of the finances of the Association as a whole All payments to the Association shall be paid by the Treasurer of the Association into a bank

account to be opened and maintained by the Association at Bank Stafford or such other Bank as may from time to time be substituted therefor by the Association Council

(c) The moneys standing to the credit of such account shall be applied by the Council in providing the Trustees with sufficient funds to meet all such expenditure (if any) in connection with the real property held by the Trustees for the Association as the Trustees may be liable for under the Deed of Trust executed by the Staffordshire County Council as Trustees and in keeping the Trustees indemnified against all liability (if any) in accordance with the provisions of Clause 5 of the Trust Deed SUBJECT as aforesaid the said moneys shall be applied by the Council in repairing and insuring the trust property and the furniture and effects therein in paying all rates taxes salaries of paid officers or servants and other outgoings in providing furniture games books and newspapers periodicals and other literature and means of recreation and otherwise for the unkeep and improvement of the trust property and furthering the objects of the Association and for no other purposes

17. TRUST PROPERTY. The title of all and any real property which may be acquired by or for the purposes of the Association shall be vested in the Staffordshire

County Council who shall enter into a Deed of Trust setting forth the purposes and conditions under which they hold the said property in trust for the Association

18. DISSOLUTION. If the Council by a simple majority decides at any time that on the ground of expense or otherwise it is necessary or advisable to dissolve the Association it shall call a meeting of all individual members and representatives of Constituent Bodies and Sections of the Association who have the power to vote and of the inhabitants of the area of benefit of the age of sixteen years and upwards of which meeting not less than twenty-one days notice (stating the terms of the resolution to be proposed thereat) shall be posted in a conspicuous place or places in the area of benefit and advertised in a newspaper circulating in the area of benefit and given in writing to the Minister of Education and the Clerk of the Staffordshire County Council. If such decision shall be confirmed by a simple majority of those present and voting at such a meeting the Council shall have the power to apply any assets remaining after the satisfaction of any proper debts and liabilities towards such charitable purposes for the benefit of the inhabitants of the area of benefit as the Council may decide and as may be approved by the Minister of Education and the

Staffordshire County Council

19. ALTERATIONS TO THE CONSTITUTION.

Any proposal to alter this Constitution must be delivered in writing to the Secretary not less than Twenty eight days before the date of the meeting at which it is first to be considered No alteration shall take effect until approved by :-

- (a) A simple majority of members of the Council present and voting at a Council Meeting and
- (b) A two-thirds majority of individual members and representatives of Constituent Bodies and Sections of the Association present and voting at a General Meeting and
- (c) The Staffordshire County Council as Trustees

Notice of each such meeting must have been given in accordance with normal procedure but not less than Fourteen days prior to the meeting in question and giving the wording of the proposed alteration

No alteration shall in any event be valid which is inconsistent with the provisions of this Constitution or inconsistent with or contrary to the Trusts applicable to the trust property as contained in a Deed of Trust made by the Staffordshire County Council as Trustees

SCHEDULE TO THE CONSTITUTION

Names of Constituent Bodies or Sections entitled to appoint
Members to the Association Council

Constituent Bodies

Sections

Ladies Club (Monday)
Ladies Club (Friday)



(THE COMMON SEAL of
the Staffordshire
County Council was
hereunto affixed in
the presence of :-

James Stafford

Two Members
of the
County Council

John Black

Clerk of the
County Council

John Black

SIGNED SEALED AND DELIVERED
by the said John Black in
the presence of :-

J.R. Angles
County Bailiff
Stafford
Shire

John Black



SIGNED SEALED AND DELIVERED)
by the said Leslie George
Phillips in the presence
of :-

Leslie Phillips



J.R.P. Hughes
County Buildings
Stafford

Solicitor

H.M. INSPECTOR OF TAXES
(STAFFORD 2)
D/r. 23909.
2 - OCT 1961
11a, PRINCES STREET,
STAFFORD.

L. 868/1

Dated 28th Feb 1961.

Now C198

The Staffordshire County Council
(as Lessors)

The Staffordshire County Council
(as Trustees)

and

The Stafford North End
Community Association

Lease

- and -

Deed of Declaration of Trust

concerning freehold land at Holmercroft
in the County of Stafford