

Hanham Folk Centre

Trust Deed

This Trust Instrument is made the twentieth day of May One thousand nine hundred and fortyfive among FRANCIS HERBERT ELBROW of Victoria Road, Hanham in the County of Gloucester ALFRED JEFFERIES of High Street, Hanham aforesaid ALEC GEORGE BUSH of Sunnyside, Hanham Abbots, Hanham aforesaid and RICHMOND WILLIS of Beaufort Arms, High Street Hanham aforesaid (hereinafter called the Settlers) of the one part and the said FRANCIS HERBERT ELBROW, ALFRED JEFFERIES, ALEC GEORGE BUSH and RICHMOND WILLIS (hereinafter called the Trustees) of the other part.

WHEREAS by a Conveyance dated the twentieth day of May one-thousand-nine hundred-and-forty-five between Edward Alway Young and Ernest Arthur Painter of the one part and the Settlers of the other part certain properties at Hanham in the County of Gloucester were vested in the Settlers upon the Trusts declared concerning the same by a Trust Deed meaning this Deed.

Now in consideration of the premises THIS DEED WITNESSETH as follows:- The Settlers agree with the Trustees that they will hold the property comprised in the said Conveyance, upon the following trusts:-

1. The Trustees and the survivors of them or other the Trustees for the time being of this deed (all of whom are hereinafter included in the expression "the Trustees") shall hold the said heradictments contained in the said Conveyance upon trust to permit the same to be used in perpetuity as a non-sectarian and non-party place of recreation and social intercourse under the name of Hanham Folk Centre for the advantage or benefit of the inhabitants of Hanham and of the surrounding districts either gratuitously or in consideration of any money payment or on such terms as the Trustees and Committee may think fit.
2. The Trustees may from time to time permit the building for the time being standing on the said premises to be repaired, altered, enlarged or taken down and rebuilt if necessary so as to render the same better adapted for the purposes aforesaid and may permit the erection of additional buildings.
3. The Trustees shall not be responsible for the maintenance or repair or insurance of the said premises or for the payment of any charges thereon.
4. The Trustees shall have power (with such consent (if any) as may be required by law) if the said Parish Institute cannot be maintained or if the same shall cease to be used or of use for the purposes aforesaid to sell the said trust premises or any part thereof and pay and apply the net proceeds of such a sale remaining after payment of all expenses for such charitable purposes for the benefit of the inhabitants of the said Parish of Hanham and of the surrounding districts and in such manner as the Trustees shall think fit. The Trustees may also obtain moneys upon mortgage of the hereditaments for the purpose of obtaining the purchase money thereof or for the purpose of obtaining funds for the Hanham Polk Centre.
5. Upon any sale purporting to be made in pursuance of the power of sale hereinbefore contained or of any statutory power or similarly upon a mortgage or mortgages no purchaser or purchasers mortgagee or mortgagees dealing bona fide with the Trustees shall be bound or concerned to enquire whether the occasion for executing or exercising such power has arisen or whether the provisions as to the appointment and retirement of Trustees hereinafter contained have been properly and regularly observed and performed nor shall the purchaser or purchaser's mortgage or mortgagees be concerned to see to the application of the purchase money.
6. The Management and control of the said Institute shall be vested in a Committee (hereinafter called "the Committee") shall be constituted as hereinafter directed.
7. The Committee shall consist of the Trustees and of not more than thirty or fewer than fifteen elective Committee members.

8. The first elective Committee members shall be the following: -

John Morris Dixon: David Evans: Llewellyn Boneheyo Jones: Miss Winifred May Hale: Hubert Stanley David Hales: Gilbert Kerhsaw: Mrs. Hester Hale: Mrs. Edith Catherine Jones: Leonard Jones: Percival Albert Hale: Mrs. Florence Wright: Mrs. Gladys Gooch: Mrs. Dorothy Morris: Mrs. Eleanor Caroline Trevelya: Joseph Renshaw: Alan Rose: Reverend Ernest William Plowright: Reverend George Nottle: Alfred George Salmon; Miss Margaret Barnes: Edwin W. Revill: Frank Jones: the same having been elected by a public meeting of the inhabitants of the Parish of Hanham and of the surrounding districts.

9. A third of the said first elective Committee members (to be selected by lot) shall retire from office on the day of the annual meeting of the Institute in the year one-thousand-nine-hundred-and-forty-five and a third (to be selected by lot) shall similarly retire at the said annual meeting in the year one-thousand-nine-hundred-and-forty-six and in each succeeding year a third of the Committee members that shall have been longest in office or to be selected by lot whichever is decreed by the Committee shall retire on the day of the said annual meeting in that year. Committee members so retiring shall be eligible for re-election.

10. An Executive Committee comprised of the Chairman of the Committee members, Vice-Chairman, The Treasurer, Secretary of the Hanham Folk Centre, the Chairman of the Entertainments as appointed by the Committee and the Trustees shall carry out the general management and control of the Centre and administer the funds.

11. The Committee members to fill the places of those retiring under Clause 9 thereof shall be elected each year by the parishioners of the said parish at the said annual meeting of the Institute and the retiring Committee members from time to time shall remain in office until their successors are appointed.

12. Casual vacancies among the elective Committee members arising prior to any annual meeting may be filled up by the Committee but so that any elective Committee member elected to fill a casual vacancy shall hold office only while the Committee member in whose place he was elected would have held office.

13. No person shall be eligible to hold office as an elective Committee member unless he shall reside in the Parish of Hanham and of the surrounding districts and any Committee member ceasing so to reside for three months shall, ipso facto, cease to be a Committee member.

14. The name of the retiring Committee members in each year and the date and place of election at which the Committee members to fill their places are to be appointed shall be kept posted upon the principal outer door of the Institute for fourteen days at least before the election.

15. Candidates for appointment as Committee member shall be proposed by at least two persons after having secured their consent to stand, capable as parishioners to vote at the election aforesaid who shall give to the Committee members notice in writing of their intention in that behalf fourteen days at least before election and for seven days at least before the election the names and addresses of the candidates and their proposers shall be posted upon the principal outer door of the institute.

16. The Committee may from time to time delegate any of their powers or duties to sub-committees consisting of such member or members of their body as they may think fit.

17. The annual meeting of the Institute shall be fixed for and held during the month of April at a date to be fixed by the Executive Committee in each year and notice of such meeting shall be put upon the principal door of the Institute at least seven days previous to such meeting. The Chairman of the Committee for the time being shall preside at such a meeting or in his absence some person chosen at the meeting.

18. The only persons who shall be entitled to attend and vote at such an annual meeting shall be paid-up members that have attained the age of eighteen years and are parishioners of the said Parish of Hanham and of the surrounding districts.

19. Ordinary meetings of the Committee shall be held at such times (not being less frequent than once every three months) as the Committee shall prescribe and seven days notice of every meeting shall be sent to each Committee member either through the post or by such officer as the Committee may appoint for that purpose.

20. At the meeting of the Committee next after the annual meeting of the institute or next after any vacancy shall have occurred in the Chairmanship of the Committee the Committee members present shall appoint one of the Committee to be Chairman of the Committee until the end of the next annual meeting. If at any meeting of the Committee the Chairman is not present or if there is any vacancy in the Chairmanship the Committee members present at any Committee meeting shall appoint a Chairman for that meeting. Eight persons present shall be a quorum at a Committee meeting and every question shall be determined by the majority of the Committee men present and voting thereon and in case of equality of votes the Chairman shall have a second or casting vote.

21. At the said annual meeting in each year the accounts of the Institute for the past year shall be submitted. The accounts of the Institute and of any Committee, sub-committee, section or group of members shall be regularly audited by duly qualified persons who shall be appointed by the Committee.

22. A minute book shall be kept by the Committee and all proceeds of the Committee shall be entered therein.

23. Any notice given to a Committee member under this deed shall be sufficiently given if sent through the post to his usual or last-known place of residence in the said Parish of Hanham or the surrounding districts.

24. The Committee shall have power at any time or times to close the Institute for the purpose of carrying out repairs, alterations or other similar work for such a period as may be necessary.

25. The Committee shall permit the Institute to be opened during such times and upon such terms and subject to such by-laws, rules and regulations as the Committee from time to time shall prescribe and to be used by all persons resident in the said Parish of Hanham and surrounding districts.

26. The Committee may require such subscriptions from all or any persons or bodies corporate or otherwise using the institute as they may from time to time think desirable and proper.

27. All monies received by the Committee under or for the purposes of this deed shall be applied for repairing and improving the trust premises and keeping the same and the furniture and fittings from time to time therein insured against fire and otherwise as the Committee shall deem necessary and in paying all rates, taxes and other Outgoings from time to time becoming payable in respect thereof and in paying all expenses of carrying on the trust premises and providing and repairing furniture, books, newspapers, periodicals and such other things as may be required for the purposes of the said Institute and paying all wages of all officers and servants whom the Committee may think proper to employ for the purposes of this deed or other-wise in executing the trusts and powers therein contained.

28. The Committee shall have full power at any time to make, alter or rescind any byelaws, rules and regulations with regard to the carrying on and the managing of the said Institute and to all or any of the matters in respect of which any power or duty is hereby vested in them as they may think proper.

29. The following provisions as to the appointment of new trustees and the discharge and retirement of trustees shall apply to this deed by way of extension and variation of the statutory powers:-

- (a) The trustees of this deed shall not exceed four nor be fewer than two in number and shall be appointed by the Committee.
- (b) Any Trustee that becomes bankrupt or remains out of the United Kingdom or out of the Counties of Bristol, Gloucester and Somerset for more than twelve months shall, ipso facto, cease to be a Trustee of this deed.
- (c) Any one of the Trustees may when there are more than three Trustees retire from the trusts of this deed on giving two months notice in writing of his intention so to do each of the other Trustees for the time being and upon the termination of such two months the Trustees giving any notice shall cease to be a Trustee of this deed and any notice sent by post to the usual or last-known place of abode in the United Kingdom of any Trustee shall be sufficient notice to him hereunder.

30. The Trustees shall have power to sell as aforesaid any land with or without the buildings if not required for the purpose of the Centre or its activities the net proceeds of sale there from to be used for the purpose of extension of any existing premises or otherwise as may be decided by the Committee.

IN WITNESS whereof the said parties hereto set their hands and seals the day and year first before written

SIGNED SEALED AND DELIVERED by the said)
FRANCIS HERBERT ELBROW in the presence) F.H. ELBROW
of Gladys Gooch, Clerk,)
The Holmes, Longwell Green)

SIGNED SEALED AND DELIVERED by the said)
ALFRED JEFFERIES in the presence of) A. JEFFERIES
I. Elbrow, 15 Victoria Road, Hanham)

SIGNED SEALED AND DELIVERED by the said)
ALEX GEORGE BUSH in the presence of) A.G. BUSH
John Morris Dixon,)
27 Victoria Road, Hanham)

SIGNED SEALED AND DELIVERED by the said)
RICHMOND WILLIS in the presence of) R. WILLIS
John Morris Dixon,) (Deceased)
27 Victoria Road, Hanham)

SIGNED SEALED AND DELIVERED by the said)
GEORGE WOLLAND in the presence of)
T.W. Jones,) GEORGE WOLLAND
68 Courtney Road, Kingswood, Bristol)
Manager)