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THIS LEASE AND TRUST DEED is made the *Eighteenth* day of *April* One Thousand Nine Hundred and Eighty Three BETWEEN THE PARISH COUNCIL OF AFFPUDDLE AND TURNERSPUDDLE (hereinafter called "the Lessor" which expression shall where the context so admits include the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term hereby created) of the one part and BEATRICE SIDNEY DEBENHAM of East Farm Affpuddle Dorset and DENHAM RICHMOND CORNER of Brockhill Affpuddle aforesaid (hereinafter called "the Lessees" which expression shall where the context so admits include their successors in title) of the other part

WHEREAS the Lessor purchased the property known as the Affpuddle Village Hall on the Tenth March One Thousand Nine Hundred and Fifty Five for the sum of One Hundred and Thirty Seven Pounds Six Shillings no pence for the benefit of the inhabitants of the Parish of Affpuddle and Turnerspuddle and are desirous of letting the said village hall to trustees and to constitute a management committee for the proper running of the said village hall without liability to the Lessors

NOW THIS DEED WITNESSETH as follows:-

1. The Lessees are the trustees of the Briantspuddle Village Hall (hereinafter called "the Charity")
2. 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 demises unto the Lessees ALL THAT piece of land situate at and having a frontage to the main street at Briantspuddle in the County of Dorset TOGETHER WITH the building erected thereon known as Briantspuddle Village Hall ALL WHICH property is for the purposes

of identification only shown on the plan attached hereto and thereon coloured green together with the easements rights and privileges mentioned in the First Schedule hereto but subject as therein mentioned excepting and reserving unto the Lessor the rights mentioned in the Second Schedule hereto TO HOLD the same unto the Lessees in manner and upon the trusts and subject to the powers and provisions set out in the Third Schedule hereto from the 1st day of April One Thousand Nine Hundred and Eighty Three for the term of Fifty years paying therefor during the first ten years of the said term the yearly rent of Twenty Pounds and during the remainder of the term such other rent as may become payable under the provisions of the Fourth Schedule hereto such rent to be paid by equal instalments on the usual quarter days without any deduction the first of such payments to be made on the Twenty Fourth day of June next

3. 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:-

(i) To pay the rent hereby reserved in manner aforesaid without any deduction

(ii) 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

(iii)(a) To keep both the exterior and interior of 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

(b) To paint with two coats of good oil paint or paint of suitable quality in a workmanlike manner all the wood iron and other parts of the demised premises heretofore or usually painted as to the external work in every ^{But} ~~fifth~~ year and as to the internal work in every tenth year the time in each case being computed from the date hereof and after every internal painting to wash stop whiten and colour all such parts as have previously been so dealt with and to repaper the parts usually papered with suitable paper of as good quality as that in use at the commencement of the tenancy

(iv) 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 and other perils normally covered by a comprehensive policy of insurance in some insurance office of repute 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

* (v) To pay to the Lessor within fourteen days of receipt of a demand therefor one half of the cost of maintaining and repairing the car park such cost to be certified by the Parish Clerk as having been expended by the Lessor thereon and if such payment shall not be made within the said period of twenty one days it shall be recoverable by the Lessor as rent in arrears

(vi) At all times to permit the Bladen Social Club (hereinafter called "the Club") or other lawful tenant or occupier of the adjoining premises shown on the plan annexed hereto and thereon coloured pink and their members and guests access to and the use of the toilets forming part of the demised premises upon such terms and conditions as may be notified by the Lessor to the Lessees from time to time

4. The Lessor covenants with the Lessees that the Lessees paying the rent hereby reserved and performing and observing the 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 him:

5. PROVIDED ALWAYS and it is hereby agreed and declared that if the rent hereby reserved or any part thereof shall be unpaid for twenty-one 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

5. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Twenty Five Thousand Pounds

IN WITNESS whereof PHILIPPA RACHEL THORNILEY and WILLIAM BASIL POCORE two members of the Council have pursuant to a resolution of the Council passed on the Twenty Third day of March 1983 and the Lessees have hereunto set their respective hands and seals the day and year first before written

THE FIRST SCHEDULE above referred to

The easements rights and privileges demised with the Briantspuddle Village Hall

1. The right in common with the Lessors and all other persons authorised by the Lessors to use the area shown on the plan annexed hereto and thereon marked car park for the parking of cars provided that it is not be fully occupied by cars belonging to persons authorised by the Lessor to park thereon

2. The right in common with the Lessor and the tenants of the area marked Social Club on the said plan all others having the like right to the passage and running of gas electricity water and soil from and to the said Village Hall through the pipes wires conduits and drains in under or upon the property belonging to the Lessor

3. The right of support and all other easements enjoyed by the demised premises at the date hereof

THE SECOND SCHEDULE above referred to

Exceptions and reservations to the Lessor

1. The right and passage of running of gas electricity water and soil from and to the adjoining property of the Lessor through the pipes wires conduits and drains in under or upon the demised premises

2. Access at all reasonable times to the toilets situated in the demised premises and a right for the Lessors and all persons authorised by them use the said toilets

3. The right of support and all other easements enjoyed by the adjoining premises of the Lessor coloured pink on the plan annexed hereto and marked Social Club upon the Lessor or the occupier of the Social Club contributing one half of the cost of maintaining the walls dividing the Village Hall from the Social Club

THE THIRD SCHEDULE above referred to

VILLAGE HALL

(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 Affpuddle and Turnerspuddle in the County of Dorset (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 following persons:

P.R. Ventham Esq., Chairman

E. Bowell Esq., Treasurer

Mrs. P. Bowell Secretary

Mrs. P.R. Thorniley

D.J. Penman Esq.,

R.S.C. Holman Esq.,

R.C. Hall Esq.,

E.E.W. Rolls Esq.,

Mrs. J. McGrorty

Mrs. M. Bentley

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 paragraph provided the committee shall consist of five

