

DATED 24th April 1984

MESSRS J.G.MILLER
and P.C. BONHAM

to

TRUSTEES OF MUNDESLEY AND
DISTRICT RECREATION ASSOCIATION

CONVEYANCE

of

Piece of land situate in the Parish of Knapton in the County of Norfolk

Purdey & Holley

This CONVEYANCE is made the twenty fourth day of April One thousand nine hundred and eighty four BETWEEN JOHN GALBRAITH MILLER of Meadow House Cromer Road Mundesley in the County of Norfolk and PATRICK CHARLES BONHAM of 16 High Street Mundesley aforesaid (hereinafter called "The vendors") of the one part and the said JOHN GALBRAITH MILLER the said PATRICK CHARLES BONHAM and GEOFFREY VERNON GRISTON of 35 High Street Mundesley aforesaid and COLIN EDWARD PEEKE of 14 Texel Way Mundesley aforesaid (Trustees of Mundesley and District Recreation Association hereinafter called "the Trustees").

WHEREAS :-

- (1) By a Conveyance (hereinafter called "the said Conveyance") dated the Thirtieth day of November One thousand nine hundred and eighty three made between Alan Milne Cargill of the one part and the Vendors of the other part the property hereinafter described was conveyed to the Vendors subject as therein mentioned.
- (2) The sum of Seven thousand five hundred and twenty five pounds the consideration for the said Conveyance stated to be paid by the Vendors was in fact provided by the Trustees as Trustees of Mundesley and District Recreation Association and the Vendors have held the said property in trust as the Vendors hereby admit.
- (3) The Trustees have requested the Vendors to convey the said property to them in manner and upon the trusts hereinafter appearing.

NOW THIS DEED WITNESSETH as follows;-

1. IN consideration of the property the Vendors as Trustees HEREBY CONVEY unto the Trustees ALL THAT piece of land situate in the Parish Of Knapton in the County of Norfolk having a frontage to Hall Lane comprising of Field Number 2600 on the Ordnance Survey Map TG 3033 (formally parts of Enclosures Numbered 155 and 145 on the Ordnance Survey Map 1906 Edition) All which is shown for the purpose of identification only on the plan annexed hereto and thereon edged red EXCEPT AND RESERVED unto the said Alan Milne Cargill and his successors in the title owners and occupiers of the land retained by him the rights set out in the First Schedule of the said Conveyance TO HOLD the same unto the Trustees in fee simple SUBJECT to the restrictions and stipulations and the agreement and declaration contained in the said Conveyance Upon the trusts and SUBJECT to the powers and provisions set out in the First Schedule hereto.
2. 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 the sum of Thirty thousand pounds.

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

THE FIRST SCHEDULE

- 1 The Trustees shall apply as soon as possible to the Charity Commissioners for an Order of the Charity Commissioners for England and Wales vesting the Trust property hereby conveyed in the Official Custodian for Charities and upon such Order being made the Trustees shall cease to be the Trustees of the Trust Property 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 Property") shall be held upon trust for a recreation ground for the benefit of the inhabitants of the Parishes of Mundesley Knapton Gimingham Trimmingham Trunch Paston and Southrepps In the County of Norfolk in such manner as the Committee of Management from time shall think fit.
- 3 The general management and control of the Trust Property and the arrangements for its use shall be vested in a Committee of Management (hereinafter called "the Committee").
 - (a) Six Elected Members of the Committee shall be elected at the Annual General Meeting to be held as in this Deed provided for a term of office commencing at the end of the Annual General Meeting at which they are elected and expiring at the end of the Annual General Meeting in the following year.
 - (b) Twelve Representative members of the Committee shall be appointed by such appointing organisations as are set out in the Second Schedule and their names shall be notified by each appointing organisation to the Secretary of the Committee. They shall except in the case of such members appointed to fill casual vacancies be appointed before the Annual General Meeting in any year for a term of office commencing at the end of the Annual General meeting next after their appointment and expiring at the end of the Annual General Meeting in the following year.

(c) The Committee shall have power to co-opt not more than three members to hold office until the end of the Annual General Meeting following their co-option.

(d) Any competent member of the Committee may be reappointed or re-elected.

- 4 The Committee at their first meeting in each year after the Annual General Meeting shall elect one of their number to be Chairman of their meetings and may elect one of their number to be Vice-Chairman. The Chairman and Vice-Chairman shall continue in office until their successors are respectively elected. If the chairman is absent from any meeting the Vice-Chairman (if any) shall preside otherwise the Members present shall before any other business is transacted choose one of their number to preside at that meeting.
- 5 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 1984. Twenty one days notice to be affixed to some conspicuous part of the Trust property or other conspicuous place or places in the said Parishes of the inhabitants of the age of Eighteen years or upwards of either sex for the purpose of receiving the Report and Accounts of the Committee and for accepting the resignation of members of the Committee and for the purpose of electing Six members under Clause 3 hereof and for taking such action as it may decide under Clause 8 hereof provided nevertheless that if in any year an Annual General Meeting shall not be convened and held in the month of April the Annual General Meeting for that year shall be held as soon as is practicable after the month of April.
- 6 The Committee shall have power by 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 any existing organisation in the said Parishes not mentioned in the Second Schedule hereto and any other organisations which may hereafter be formed in the said Parishes having aims of a recreational character consistent with those upon which the trust property is held hereunder to appoint an additional member of the Committee in the same manner as if such organisation had been mentioned in 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 but no Resolution shall be effective until it has been approved in writing by the Charity Commissioners.
- 7 A casual vacancy arising from the death, resignation or removal of an appointed

member of the Committee shall be filled by the organisation by which such a member shall have been appointed and the person so 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 elected by the Annual General Meeting the Committee shall have power to fill such vacancy until the next Annual General Meeting. All members shall retire annually at the Annual General Meeting.

- 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 qualifications of any member.
- 10 The Committee may from time to time make and alter Rules for the conduct of its business and for the summoning conduct and recording in a Minute Book of its meetings and in particular with reference to:-
 - (a) The terms and conditions upon which the Trust Property may be used for recreation and the sum (if any) to be paid for such use.
 - (b) The appointment of an Auditor Treasurer and such other 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 Property 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 Property and all donations for the benefit thereof shall be paid into a Trust Account at the Branch of Barclays Bank PLC at North Walsham Norfolk or at such other Bank as shall from time to time be substituted by the Committee any such substitution to be endorsed upon this Trust Deed with a copy of the resolution relating thereto.
- 12 The moneys standing to the credit of the said Account shall be applied as the Committee shall decide in maintaining repairing and insuring the Trust Property and the buildings and effects thereon and in paying rent rates taxes salaries wages and

other outgoings and in providing equipment and means of recreation and otherwise for the maintenance and improvement of the Trust Property.

- 13 The Committee may upon the vote of a majority of its members and with the consent of the Charity Commissioners from time to time by mortgage or otherwise obtain such advances on the security of the Trust Property or any part thereof as may be required for maintaining extending or improving the same or any part thereof or erecting any building thereon or for the work carried on thereon and may continue or repay in whole or in part and from time to time any existing mortgage or charge on the said property.
- 14 If the Committee by a majority decides at any time that on the ground of expense or otherwise it is necessary or advisable to discontinue the use of the Trust Property in whole or in part for the purposes hereinbefore indicated it shall call a Meeting of the inhabitants of the age of Eighteen years or upwards of the said Parishes of which Meeting not less than Twenty one days notice (stating the terms of the Resolution that will be proposed thereat) shall be posted in a conspicuous place or places on the Trust Property and advertised in a newspaper circulating in the said Parishes and if such decision shall be confirmed by a majority of such inhabitants present at such Meeting and voting the Committee may with the consent of the Charity Commissioners let or sell the Trust Property or any part thereof. All moneys arising from such letting or sale (after satisfaction of any liabilities properly payable thereout) shall with such consent as aforesaid be applied either in the purchase of other property approved by the Committee and to be held upon the trusts for the purposes and subject to the provisions hereinbefore set forth (including this power) or as near thereto as circumstances will permit or towards such other charitable purposes or objects for the benefit of the inhabitants of the said Parishes as may be approved by the Charity Commissioners and meanwhile such moneys shall be invested in the name of the Official Custodian for Charities and any income arising therefrom shall either be accumulated (for such time as may be allowed by law) by investing the same and the resulting income thereof in like manner as an addition to and to be applied as the capital of such investments or shall be used for any purpose for which the income of the Trust Property may properly be applied.
- 15 If any Rules made under the power in that behalf hereinbefore contained are inconsistent with the provisions of these presents the latter shall prevail.

THE SECOND SCHEDULE

The Parish Council of the Seven Parishes specified in Clause 2 of the First Schedule

The Football Club
The Athletics Club
The Cricket Club
Womens Hockey Club
The Youth Club

SIGNED SEALED AND DELIVERED by the said JOHN GALBRAITH MILLER in the presence of:-

SIGNED SEALED AND DELIVERED by the said PATRICK CHARLES BONHAM in the presence of:-

SIGNED SEALED AND DELIVERED by the said GEOFFREY VERNON GRISTON in the presence of:-

SIGNED SEALED AND DELIVERED by the said COLIN EDWARD PEEKE in the presence of:-

Those mentioned have signed in the presence of June Britton (address unreadable)
Occupation - Married Woman

This information was transcribed from a copy of the conveyance held by Knapton Parish Council, February 2025, the document held is not the original document and does not have the original seals or binding.