



**BRENTWOOD
BOROUGH COUNCIL**

Brentwood Pre-Submission Local Plan (Regulation 19)

January 2019

COMMENT FORM

From Tuesday 05 February to Tuesday 19 March 2019 we are consulting on the next stage of the Brentwood Local Plan: Pre-Submission Local Plan (Regulation 19). You can view and comment on the consultation document online at: www.brentwood.gov.uk/localplan

Alternatively, please use this form to share your views on the contents of the document.

All responses should be received by 5PM Tuesday 19 March 2019.

Please return forms either by attaching completed forms by email to planning.policy@brentwood.gov.uk or alternatively by post to Planning Policy Team, Brentwood Borough Council, Town Hall, Brentwood, Essex CM15 8AY.

How to complete the representation form:

This form consists of two sections – Section A: Personal Information, and Section B: Your Representation. Please note that your representation cannot be accepted without completing information identified in Section A.

The Local Plan Pre-Submission (Regulation 19) consultation consists of more formal and technical questions focused on the four Tests of Soundness and whether the Local Plan is compliant with relevant legislation. Comments are to be focused on three core areas – is the Plan positively prepared (referred to as 'soundness'), does the Council adhere to the Duty to Cooperate, and is the Plan legally compliant (addressed by question 3 of this comment form). These terms are defined below:

- a) **Soundness:** Local Planning Authorities must prepare a Local Plan based on relevant and appropriate evidence base. They are required to publish these documents on their website. The evidence used to develop the Brentwood Local Plan can be found on the Council's website under Evidence Base.
- b) **Duty to Cooperate:** Throughout the plan-making process discussions have taken place with various statutory consultees and neighbouring authorities. A summary of these meetings can be found within the Duty to Cooperate Statement, published as part of the Regulation 19 consultation. This is a live document and will be updated prior to being submitted to the Secretary of State.
- c) **Legally Compliant:** Local Planning Authorities must prepare a Local Plan which adheres to the requirements as set out in the National Planning Policy Framework (NPPF), planning practice guidance, and other relevant planning regulations & legislation.

Question 4 of this comment form asks for further information on your opinion of the Plans 'soundness'. According to the National Planning Policy Framework (NPPF) para 35, Local Plans are examined to assess whether they have been prepared in accordance with legal and procedural requirements and whether they are sound. Plans are 'sound' if they are:

- a) **Positively prepared** – providing a strategy which as a minimum seeks to meet the area's objectively assessed needs, and is informed by agreements with other authorities, so that unmet need from neighbouring areas is accommodated where it is practical to do so and consistent with achieving sustainable development
- b) **Justified** – an appropriate strategy, taking into account the reasonable alternatives, and based on proportionate evidence;
- c) **Effective** – deliverable over the plan period, and based on effective joint working on cross-boundary strategic matters that have been dealt with rather than deferred, as evidenced by the statement of common ground; and
- d) **Consistent with national policy** – enabling the delivery of sustainable development in accordance with the policies in the NPPF.

Please keep in mind the information provided above to assist with correctly completing your comment form. For additional information on what the difference is between a Regulation 18 and Regulation 19 Local Plan consultation, please view the FAQ's published on-line www.brentwood.gov.uk/localplan

Data Protection

All personal information that you provide will be used solely for the purpose of the Local Plan consultation. Please note whilst all addresses will be treated as confidential, comments will not be confidential. Each comment and the name of the person who made the comment will be featured on the Council's website.

By submitting this form, you are agreeing to the above conditions.

Section A: Personal Details

Title	Mrs.
First Name	Catherine
Last Name	North
Job Title	Charitable Trustee (Treasurer)
Organisation	Kelvedon Hatch Village Hall Charitable Trust <i>Registered Charity No: 301350</i> Poors Field, School Road, Kelvedon Hatch CM15 ODL
Correspondence Address	63, Great Fox Meadow, Kelvedon Hatch, Brentwood, Essex.
Post Code	CM15 0AX
Telephone Number	01277 373197
Email Address	rick.north@aol.com

Section B: Your Representation

Please complete a separate sheet for each representation that you wish to make. You must complete 'Part A – Personal Details' for your representation to be accepted.

Representations cannot be treated as confidential and will be published on our Consultation Portal. Any representations that are considered libellous, racist, abusive or offensive will not be accepted. All representations made will only be attributed to your name. We will not publish any contact details, signatures or other sensitive information.

Full Name	Catherine North
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Question 1: Please indicate which consultation document this representation relates to?	
The Local Plan	<input checked="" type="checkbox"/>
Sustainability Appraisal	<input type="checkbox"/>
Habitat Regulations Assessment	<input type="checkbox"/>

Question 2: Please indicate which section of the indicated document identified above that you are commenting on (where applicable please clearly state the section/heading or paragraph number).
BE 22

Question 3: Do you consider the Local Plan is:

Sound?

YES

NO

Legally Compliant?

YES

NO

Compliant with the Duty to Co-operate?

YES

NO

Question 4: If you consider the Local Plan unsound, please indicate your reasons below (please tick all that apply):

The Local Plan has not been positively prepared

The Local Plan is not justified

The Local Plan is not effective

The Local Plan is not consistent with nation planning policy

Question 5: Please provide details of either

- Why you consider the Plan to be sound, legally compliant, or adheres to the Duty to Co-operate: or
- Why you consider the Plan to be unsound, not legally compliant, or fails to comply with the Duty to Co-operate

Allocation of
Kelvedon Hatch Village Hall Charitable Trust's Property as a
Protected Urban Open Space

The Trustees are unclear what criteria, policy or process determines the allocation of properties as a Protected Urban Open Space (PUOS) and what considerations are given before such an allocation is implemented. Brentwood Borough Council's Planning Department seem unable to answer, although the question was asked over three years ago.

The PLC Ltd Final Report 'Sport, Leisure and Open Space Assessment 2016' incorrectly describes Kelvedon Hatch Village Hall Charitable Trust's property as having a primary purpose as a football pitch, mini football pitch and playground. The Town and Country Planning (Use Classes) Order 1987 lists the property as D1 with Use Classes 3 (2) 'References in paragraph (1) to a building include references to land occupied with the building and used for the same purposes' applying. The property is classed as a Hall.

The property is in Trust for the charitable benefit of the community/beneficiaries to provide and maintain a Village Hall, the Trust Deed, which is attached, confirms this, as does the Charity Commission website. The land was purchased in 1951 by the then Village Hall Management Committee with no input, monetary or otherwise, from the Local Authority, it is therefore private property and as the Trust Deed does not require public open access this cannot be granted. It has also been confirmed by the Charity Commission to the LA that as the property is a Village Hall the Trustees have no power to provide, expend funds or forego income by providing facilities as described in the PLC Ltd report nor is the property a **playing field***.

It is understood that some private property, usually institutional (private and public), is allocated as PUOS it is assumed to protect playing fields, but there appears to be nothing comparable to the Charitable Trust's property.

The Trustees do appreciate that implementing the NPPF has put a lot of pressure on BBC and that it's priority is to provide Housing, Open Space, Sport and Recreational Facilities. However, the Trustees have a duty to protect the Trust's charitable assets and ensure they are not used for non-charitable purposes or purposes that do not comply with the Trust Deed. The Trustees also have a duty to defend the legal rights of the community to determine how to use the assets, within the terms of the Trust Deed, to best maintain and provide the Village Hall. It may appear that these are not planning matters, but if planning allocations are retrospectively placed on the community's property that restrict, conflict or deny the community's legal right to decide how best to fund the Village Hall, without the community's consent, the Trustees are under an obligation to challenge or at least have an explanation to take to the community.

Years of experience has shown that some Kelvedon Hatch Parish Council administrations and nearly all Borough Council administrations have no idea of the ownership or purpose of the property both claiming or assuming ownership at various times so perhaps the designation of a PUOS is a error. It is noted that land acquired by BBC as a planning 'contribution' is allocated as a PUOS and is adjacent to the Trust's property. On the map attached it can be seen the allocation identification makes BBC's property and the Trust's propriety appear as one.

It would seem that misapprehensions and assumptions have been made about the purpose of the property because of the way the community in conjunction with the Trustees have chosen to provide and maintain the Village Hall building so it can fulfil its charitable objects. These choices cannot be taken as evidence that the community or charity have taken responsibility for delivering or funding

local authority policies or responsibilities, even those that are discretionary, or that the property is a Playing or Sports Field.

PLC's report concludes that the need for football pitches has declined and there is likely to be oversupply and that there are two underused, i.e. not used, pitches on public land in neighbouring villages. The report also states that of the Parishes only one Parish Council had requests for further open space and that was not Kelvedon Hatch, therefore, any secondary purpose is not required and this is borne out by the survey. In addition Councillors of the previous administration vehemently asserted that BBC had enough capacity to deliver its policies and responsibilities without the use of the Charitable Trust's property. It would seem, therefore, that the allocation of the Trust's property as a PUOS is not needed and should be removed, allowing the community's legal rights to be reinstated. Of course, if the Local Authority decides at a future date that there is an unmet need the Trustees would be willing to negotiate an agreement that meets the needs of the Authority and guarantees that the legal rights of the community are retained.

*In the early 1920's, with the then Village Hall in a parlous condition the community asked the then Parish Council to acquire land as a playing field and as a site for a Village Hall. The Parish Council contacted the Charity Commission to ask if the 'Poors Field' could be given to the Parish Council free of charge for this purpose, the Charity Commission replied that the PC could buy or rent the land, but that it could not be given to the PC free of charge. The PC did not buy or rent the land. The Village Hall Management Committee saved the money and bought the Poors Field, unfortunately, the Parish Council presumed the Village Hall Management Committee had bought the land as a playing field on which to put a village hall. As can be seen from the Trust Deed the Village Hall Management Committee bought the land for the purpose of a Village Hall. *The land has never been a playing field, before purchase for the purpose of a Village Hall the land had been a 5-acre agricultural field for many years.*

NB: All inhabitants of Kelvedon Hatch are beneficiaries, they do not register or pay membership fees, they just move into the Village and , if over the age of 18, all, legally, have voting rights. Before any loss of control of the property, including sale or lease, the Community must hold a referendum, if the outcome is an agreement to loose control of all or part of the property this must be ratified by the Charity Commission.

The Valuation Office has been contacted to correct the description it holds.

Although a copy of the Trust Deed is attached, for convenience a synopsis follows:

The Trust Deed dated 1/3/1962 is supplementary to a Conveyance dated 18/9/1951. The property (known as the Poors Field) conveyed was purchased with monies that were the property of Kelvedon Hatch Village Hall. The property is held upon Trust for the **purpose** of a **VILLAGE HALL** for 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 inhabitants of Kelvedon Hatch (the beneficiaries/community).

Income shall be applied in the maintenance upkeep and insurance of the said property and other expenses in connection therewith and its use for the **purpose** specified in this Deed and in otherwise furthering the **purposes** specified in this deed. The Trust Deed specifies exactly how the property is to be administered and how the beneficiaries elect Trustees and which village organisations can nominate Trustees.

Question 6: Please set out what modification(s) you consider necessary to make the Local Plan sound or legally compliant, having regard to the matters that you identified above.

You will need to say why this modification will make the Local Plan sound or legally compliant. Please be as accurate as possible.

Please record the Kelvedon Hatch Village Hall Charitable Trust's property accurately

Please remove the allocation as a Protected Urban Open Space from Kelvedon Hatch Village Hall Charitable Trust's property so as to reinstate the legal rights of determination to the Trustees and community/beneficiaries.

Allocate the property as PC14, as this better describes the property, however, it must be understood by Councillors and Officers that there is a legal structure already in place that regulates what, how and to whom the Charitable Trust delivers services.

If this is not possible to remove the PUOS and replace it with PC14 please could all the reasons be fully itemised, i.e. how the community benefits from loss of their legal rights to determine how best to provide and maintain their village hall etc. so the community is clear about the reasons. Please also state why PC14 does not apply to Kelvedon Hatch's Community Asset.

If the reason to retain the Protected Urban Open Space is to protect the property for the community/beneficiaries please could it be explain why it is not thought that the Charity Commission and ultimately the High Court do not provide the protection it felt is needed and how this 'extra' protection can be justified against the loss of the community's legal rights.

The Localism Act 2011 endorses community empowerment, the PUOS diminishes our community's legal rights rather than enhance them. There has obviously been confusion with regard to use and purpose of the property that has resulted in Use Class (D2) being erroneously recorded.

Thank you for your time.

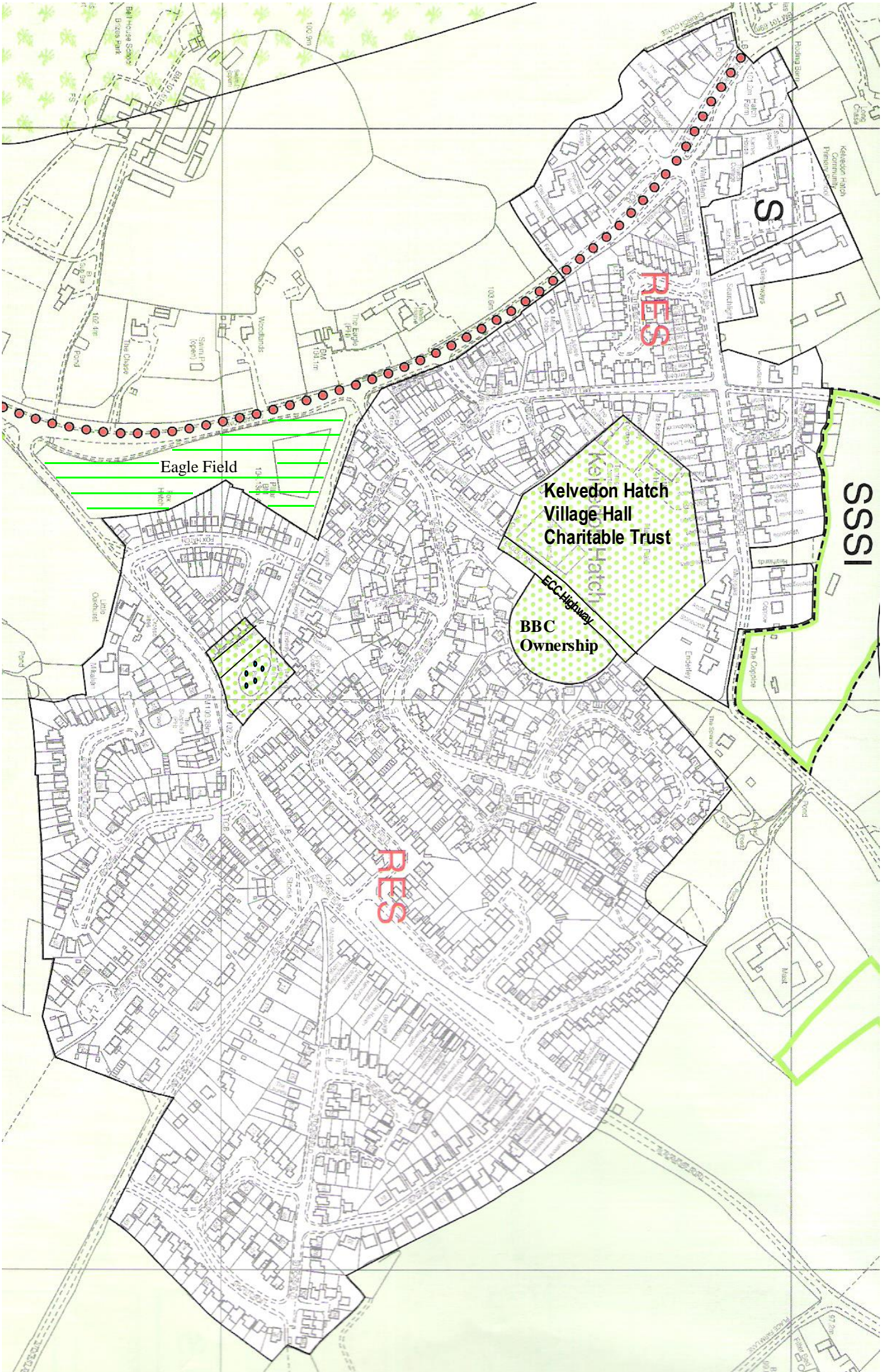
Catherine Rose North
Trustee/Treasurer
On behalf of the Trust Board
Kelvedon Hatch Village Hall Charitable Trust.

Question 7 : If your representation is seeking a modification, do you consider it necessary to participate at the oral part of the Examination in Public (EIP)?

NO, I do not wish to participate in the oral part of the EIP

~~YES, I wish to participate in the oral part of the EIP~~

Question 8. If you wish to participate at the oral part of the examination, please outline why you consider this to be necessary. See Q 7 = NA



Eagle Field

Kelvedon Hatch
Village Hall
Charitable Trust

BBC
Ownership

ECC Highway

RES

RES

SSSI

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DATED 1st March 1962

TRUST DEED

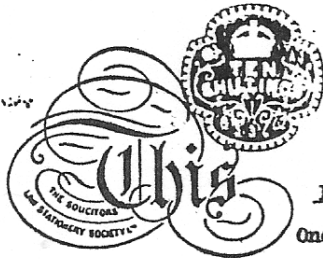
-In respect of-

KETVEDON HATCH VILLAGE HALL

In the County of Essex.

RECEIVED
-9 AUG 1962
CHARITY
RECEIVED
15/4/68
10 OCT 1962
COMMISSION
CHARITY

*Robert
London Town
Overland
K. M. L.*



DEED is made the *First* day of *March*

One thousand nine hundred and sixty-two BY BERTRAM

JOHN WILLIAM JONES of Kelvedon Grange Kelvedon Hatch near Brentwood in the County of Essex THE HONOURABLE SIMON RODNEY of Brizes Park Kelvedon Hatch aforesaid CHARLES SAMUEL WHITE of "Red House" Kelvedon Hatch aforesaid and JOHN DAWKIN formerly of "The Guardsman" Kelvedon Hatch aforesaid and now of 529 Barking Road East Ham in the County of London (hereinafter called "the Trustees")

WHEREAS :-

1. THIS DEED is supplementary to a Conveyance dated the eighteenth day of September One thousand nine hundred and fifty one and made between Arthur Michael Bill Cynthia Harriet Jones and The Reverend William Tirrell of the one part and the Trustees of the other part whereby certain freehold property known as The Pools Field Kelvedon Hatch aforesaid was conveyed to the Trustees in fee simple to hold the same unto the Trustees as joint tenants.

2. THE said property was in fact purchased by the Trustees out of monies provided by the Committee who formed the Committee for the time being of the Kelvedon Hatch Village Hall and the said purchase monies were the property of the said Kelvedon Hatch Village Hall.

3. IT has been agreed that the said property shall be held Upon Trust for the purpose of a village hall for the use of the inhabitants of Kelvedon Hatch aforesaid and the neighbourhood (hereinafter called "the area of benefit") without distinction of sex or political religious or other opinions and in particular for 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.

4. A draft of this Deed has been submitted to and approved by the said Committee who by a Resolution dated the _____ day of _____ One thousand nine hundred and sixty-one and entered in the book of Minutes of the proceedings of the Committee and signed by the Chairman have directed that the said property until sale and the proceeds of sale thereof shall be held by the Trustees upon the Trust hereby declared.

N O W in consideration of the premises THIS DEED

W I T N E S S E T H as follows:

1. (1) THE said property shall be held upon trust for the purpose of a

Village Hall for the use of the inhabitants of Kelvedon Hatch-
aforesaid and the neighbourhood (hereinafter called "the area of
benefit") without distinction of sex or of political religious or
other opinions and in particular for 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

(2) THE Charity hereby created (hereinafter called "the Foundation")
shall except as in this Deed provided be administered in conformity
with the provisions of this Deed under the title of the Kelvedon
Hatch Village Hall by the Committee of Management hereinafter
constituted who shall be the administering trustees thereof

(3) UNTIL the end of the first Annual General Meeting to be held
after the execution of this Deed the Foundation shall be
administered by the persons specified in the Schedule hereto

2. THE Committee and all persons holding any property on behalf of
the Foundation shall unless the Minister of Education in writing other-
wise directs take such steps as may be necessary for the purpose of
vesting in the Official Custodian for Charities all freehold and lease-
hold lands and hereditaments at any time belonging to the Foundation

3. (1) THE Committee of Management (hereinafter called "The
Committee") shall consist of Elected and Representative Members and may
include Co-opted Members

(2) FIVE Elected Members of the Committee (other than those
appointed under Clause 5 to fill casual vacancies) 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

(3) SIX Representative Members of the Committee shall be appointed
by such appointing organisations as are set out in the 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

(4) THE Committee shall have power to co-opt more than six members
to hold office until the end of the Annual General Meeting
following their co-option

(5) ANY competent member of the Committee may be re-appointed
or re-elected

4. IN the event of any application for representation on the
Committee being received from any existing or newly-formed organisation
operating in the area of benefit the Committee may upon a resolution
supported at a duly constituted meeting of the Committee by the votes
of a majority of not less than two-thirds of all the members of the
Committee allow such organisation to appoint a Representative Member
of the Committee in the same manner as if such organisation had been
specified in the Schedule to this Deed

Provided that no such resolution of the Committee shall be
effective until it has been approved in writing by the Minister of
Education

5. UPON the occurrence of a casual vacancy the Committee shall cause
a note thereof to be entered in their minute book at their next
meeting and if in the office of Representative Member it shall be
notified as soon as possible to the proper appointing organisation. A
casual vacancy in the office of Elected Member may be filled by the
Committee and in the office of Representative Member by the proper
appointing organisation

A Member appointed to fill a casual vacancy shall hold office
only for the unexpired term of office of the Member in whose place he
is appointed

6. THE proceedings of the Committee shall not be invalidated by any
failure to appoint or any defect in the appointment election or
qualification of any Member

7. NO person shall be entitled to act as a Member of the Committee
whether on a first or on any subsequent entry into office until after
signing in the minute book of the Committee a declaration of
acceptance and of willingness to act in the trusts of this Deed

8. EXCEPT with the approval in writing of the Minister of Education
no Member of the Committee or his or her spouse shall take or hold
any interest in any property belonging to the Foundation otherwise
than as a trustee for the purposes thereof or receive any remuneration
or be interested in the supply of work or goods at the cost of the
Foundation

9. ANY Member who is adjudged bankrupt or who makes a composition
or arrangement with his creditors or who is incapacitated from acting
or who communicates in writing to the Committee a wish to resign shall
thereupon cease to be a Member

10. THE Committee shall hold at least two ordinary meetings in each

year and may hold such other ordinary meetings as may be required. A special meeting may be summoned at any time by the Chairman or any two Members upon seven clear days' notice being given to all the other Members of the matters to be discussed.

11. 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.

12. EVERY matter shall (except as in this Deed provided) be determined by the majority of the Members present and voting on the question. In case of equality of votes the Chairman of the meeting shall have a second or casting vote.

13. (1) THERE shall be an Annual General Meeting in connection with the Foundation which shall be held in the month of April each year or as soon as practicable thereafter.

(2) ALL inhabitants of the area of benefit of eighteen years of age and upwards shall be entitled to attend and vote at the Annual General Meeting.

(3) THE first Annual General Meeting after the date of this Deed shall be convened by the persons specified in the Schedule hereto and subsequent Annual General Meetings by the Committee. Public notice of every Annual General Meeting shall be given in the area of benefit at least seven days before the date thereof by affixing a notice to some conspicuous part of the said property or other conspicuous place in the area of benefit and by such other means as the Committee shall think fit.

(4) THE persons who are present at the first Annual General Meeting after the date of this Deed shall before any other business is transacted appoint a chairman of the meeting. The Chairman of subsequent Annual General Meetings shall be the chairman for the time being of the Committee. In his absence the Vice-Chairman (if any) shall take the chair but if neither is present the persons present shall before any other business is transacted appoint a Chairman of the Meeting.

(5) THE Committee shall present to each Annual General Meeting

report and accounts of the Foundation for the preceding year

14. AFTER payment of any expenses of administration the net income of the Foundation shall be applied by the Committee in one or other or both of the following ways:

(a) In the maintenance upkeep and insurance of the said property and the payment of rates taxes and other expenses in connection therewith and its use for the purposes specified in this Deed

(b) In otherwise furthering the purposes specified in this Deed

15. THE Committee shall keep in repair and insure against fire burglary public liability and other insurable risks all the buildings of the Foundation not required to be kept in repair and insured by the lessees or tenants thereof

16. ANY sum of cash at any time belonging to the Foundation and not needed as a balance for working purposes shall (unless otherwise directed by the Minister of Education) be treated as capital and invested

17. THE Committee may receive any additional donations or endowments for the general purposes of the Foundation

18. THE Committee shall provide and keep a minute book and books of account All proper accounts in relation to the Foundation shall in each year be prepared and made out and copies sent to the Parish Council of any parish within the area of benefit or to the Chairman of the Parish Meeting of any such parish where there is no Parish Council and (on demand) to the Minister of Education

19. (1) Subject and without prejudice to any use by the Committee for the purposes specified in this Deed the said property may be used in accordance with any rules made by the Committee under Clause 21 for the said purposes by such bodies or persons as the Committee determine free of rent but subject to a payment in respect of the expenses of and incidental to the maintenance and use of the Hall and otherwise upon such terms as may be agreed

(2) The Committee may from time to time permit the said property to be used otherwise than for the purposes specified in this Deed subject to a payment sufficient at least to defray the expenses incidental to the use in each case but so as not substantially to interfere with its use for the said purposes

20. THE Committee may with the consent of the Minister of Education from time to time by mortgage or otherwise obtain such advances on the security of the said 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 therein and may

continue or repay in whole or in part and from time to time any existing mortgage or charge on the said property

21. IF the Committee decides at any time that on the ground of expense or otherwise it is necessary or advisable to discontinue the use of the said property in whole or in part for the purposes stated in Clause 1 it shall call a Meeting of the inhabitants of the age of 18 years or upwards of the area of benefit of which Meeting not less than 14 days notice (stating the terms of the Resolution that will be proposed thereat) shall be posted in a conspicuous place or places on the said property and advertised in a newspaper circulating in the area of benefit 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 Minister of Education let or sell the said 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 area of benefit as may be approved by the Minister of Education 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 said property may properly be applied

22. WITHIN the limits prescribed by this Deed the Committee from time to time may make and alter rules and regulations for the conduct of their business and for the summoning and conduct of their meetings the deposit or money at a proper bank the custody of documents and in particular with reference to:

- (a) The terms and conditions upon which the said property may be used in accordance with the provisions of this Deed and the sum (if any) to be paid for such use
- (b) The appointment as Secretary (to hold office at their pleasure) of one of themselves without remuneration or some other fit person at such remuneration as the Committee may determine
- (c) The appointment of an Auditor Treasurer and such other unpaid officers as they may consider necessary and the fixing of their

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respective terms of office_____

(d) The engagement and dismissal of such paid officers and servants as the Committee may consider necessary: and_____

(e) The number of Members who shall form a quorum at meetings of the Committee: provided that the number of Members who shall form a quorum shall never be less than one-third of the total number of the Members for the time being_____

23. 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 shall be determined conclusively by the Minister of Education upon such application made to him for the purpose as he thinks sufficient_____

24. THE Interpretation Act 1889 applies to the interpretation of this Deed as it applies to an Act of Parliament_____

I N W I T N E S S whereof the parties hereto have hereunto set their hands and seals the day and year first before written._____

THE SCHEDULE hereinbefore referred to

The Committee of the Kelvedon Hatch Women's Institute

The Committee of the Kelvedon Hatch Garden Society

The Kelvedon Hatch Parochial Church Council

The Committee of the Kelvedon Hatch Youth Club

The Kelvedon Hatch Parish Council

The Committee of the Kelvedon Hatch Football Club

SIGNED SEALED and DELIVERED by the above named BERTRAM JOHN WILLIAM JONES in the presence of:

Ed. Hulcher
Half-a-Crown Kelvedon Hatch Brentwood Schoolteacher

J. O. Bertram Jones

SIGNED SEALED and DELIVERED by the above named THE HONOURABLE SIMON RODNEY in the presence of:

James Rodney
James Kelvedon Common St. Brentwood - Bank Clerk.

Simon Rodney

SIGNED SEALED and DELIVERED by the above named CHARLES SAMUEL WHITE in the presence of:

Ed. Hulcher
Half-a-Crown, Kelvedon Hatch, Brentwood, Schoolteacher

Charles Samuel White

SIGNED SEALED and DELIVERED by the above named JOHN DAWKIN in the presence of:

W. J. Roddham
114 Church Road
St. Nicholas Green
Stap. Hants?

John Dawkin