

THIS GENERAL VESTING DECLARATION is made the 22nd day of April 2020 between:

- (1) The individuals listed in Schedule 1, ("**the Trustees**" and each a "**Trustee**") being the trustees for the time being of the charity Lympstone Village Hall registered number 269342 ("**the Transferor**"); and
- (2) Lympstone Village Hall CIO, a charitable incorporated organisation registered in England & Wales with number 1187640 ("**the CIO**")

WHEREAS:

- 1) By an Order of the Charity Commission dated 7 April 2020 ("**the Order**") the Trustees were authorised to pass a resolution transferring the Transferor's assets and liabilities to the CIO notwithstanding any conflict of interest between the Trustees and the trustees of the CIO
- 2) By resolution of the Trustees of the Transferor dated 22 April 2020, the Transferor agreed to merge with the CIO and to transfer all of its assets, property and liabilities to the CIO.
- 3) The property described in Part 1 of Schedule 2 comprises all the unrestricted property (within the meaning of section 306(2) of the Charities Act 2011) of the Transferor.
- 4) The property described in Part 2 of Schedule 2 comprises all other property of the Transferor.

NOW THIS DEED WITNESSES that:

1. In pursuance of the Order the property described in Part 2 of Schedule 2 shall vest in the CIO as corporate property of the CIO with effect from 30 April 2020.
2. In further pursuance of the Order the property described in Part 2 of Schedule 2 shall vest in the CIO on the same trusts, so far as is reasonably practicable, on which the property was held immediately before the merger, with effect from the date of this deed.

3. Subject to clause 4, the CIO hereby undertakes to indemnify the Trustees (and each of them) against all of the Liabilities (as defined below) and against all proceedings, claims and losses of any kind whatsoever incurred in respect of the Liabilities whether such proceedings arose or claims were instituted or losses suffered before or after the date of this deed.

In this clause 3 "the Liabilities" shall mean all of the liabilities whatsoever of the Trustees in relation to the Transferor as at the date of this deed together with all liabilities or claims or proceedings arising after the date of this deed but in respect of acts or omissions prior to the date of this deed, but excluding any liabilities of the Trustees (if any) arising as a result of any act or omission of any of the Trustees, which such Trustee(s) knew to be a breach of trust or breach of duty, or in respect of which such Trustee(s) recklessly disregarded whether such act or omission was a breach of trust or breach of duty or not.

4. The CIO's liability to incur costs to indemnify the Trustees under the terms of this deed shall not exceed the combined value of the assets transferred to it pursuant to this deed.

SCHEDULE 1

Clive Wilson	Orchard Cottage, Longmeadow Road, Lymptstone, EX8 5LE
Brian Cotton	Rose Cottage, Longmeadow Road, Lymptstone, EX8 5JT
Don Mildenhall	Woodville, Greenhill Avenue, Lymptstone, EX8 5HW
Anne Crisp	17 Birch Road, Lymptstone, EX8 5LB
Vicki Drinkwater	Winslade Lodge, Exmouth Road, Clyst St Mary, EX5 1AR
Frederick Mather	Amzani, Harefield Drive, Lymptstone, EX8 5TT
Stephen Morgan	8 Grange Close, Lymptstone, EX8 5LD
Gregor Crum	The Haven, The Strand, Lymptstone, EX8 5EY
Paul Harradine	Shenfield, Greenhill Avenue, Lymptstone, EX8 5HW
Marjorie Brewer	Green Barton House, Church Road, Lymptstone, EX8 5JT
Bobby Brunt	15 Underhill Crescent, Lymptstone, EX8 5JF

SCHEDULE 2

PART 1: UNRESTRICTED PROPERTY

1. All cash held at the bank and in hand by the Transferor including in the accounts set out below.

Account Name	Bank	Account Number	Sort Code
Lympstone Village Hall	TSB	00159218	30-93-15
Lympstone Village Hall	United Trust Bank	10026908	30-01-51

2. All other fixed and current assets of the Transferor except for the property specified in Part 2 below.

PART 2: SPECIFIED TRUST PROPERTY

The Freehold land being Lympstone Village Hall, Lympstone, Exmouth, Devon

SIGNED as a **DEED** by and on behalf of
the **TRUSTEES**

Signature

by D W Mildenhall

and S J Morgan

being two of their number under an authority
conferred pursuant to section 333 of the Charities
Act

Authorised signatories

SIGNED as a **DEED** by
the **CIO** acting by D W Mildenhall

and S J Morgan

being two of its Trustees

Trustee

Trustee