

# Acton Parish Council

Fiona Mullins, Clerk, Old Hall, Rectory Hill, East Bergholt, Suffolk CO7 6TG  
Tel: 07931 381751 Email: clerk@actonparishcouncil.gov.uk

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6 November 2023

## Members of the parish council

You are summoned to the Meeting of Acton Parish Council which will take place on Friday 10 November 2023 at 10am in Acton Village Hall for the purpose of transacting the business below.



Fiona Mullins, Clerk

### Members of the public:

Members of the public and press are welcome to attend this public meeting and have a statutory right to attend meetings of the council as observers. Attendees are requested to notify the chairman of any intention to film, photograph or record during the meeting.

There is a public forum of up to 10 minutes within the meeting for members of the public and/or press to speak.

Members of the public may be excluded by a resolution of the meeting for specific items which need to be discussed in confidence.

## Agenda

### Apologies

- 1 To receive apologies and resolve to approve the reasons for absence.

### Declaration of interest

- 2(i) Cllrs are reminded to declare any interest on any item on this agenda.
- 2(ii) To consider any written requests for a dispensation.

### 3 Public Forum (up to 10 minutes)

If you wish to make statements or ask questions during this forum, please raise your hand and the chair will call you to speak.

### Governance: Acton Field Trust

- 4 To pass a resolution to authorise two Cllrs to execute the Deed of Gift (see Appendix) which will be executed as a Deed by Acton Parish Council acting by two Councillors in the presence of the Proper Officer of Acton Parish Council. Once executed, the Deed of Gift will create the Acton Field Trust as a new charity with Acton Parish Council as sole trustee. Acton Field and other assets will be transferred from the Innominate Trust to the new charity.

## APPENDIX

**THIS DEED OF GIFT** made the [date] 2023

BETWEEN

(1) The Trustees:

Charles Cleaver Bailey, of 31 Princess Street, Roath, Cardiff CF24 3SL, retired Police Superintendent

and

Penelope Anne Wotton, of Birketts LLP, Brierly Place, 160-162 New London Road, Chelmsford, Essex CM2 0AP, Solicitor

(and the expression 'the **Trustees**' shall where the context admits include the successors of the Trustees as charity trustees of the Trust)

AND

(2) Acton Parish Council in the County of Suffolk (**APC**), whose address is c/o Fiona Mullins (Clerk), of Old Hall, East Bergholt, Suffolk CO7 6TG

WITNESSES AS FOLLOWS:

WHEREAS

- (1) The Trustees are the present trustees of the charitable trust called The Innominate Trust (registered charity no. 271175) (the **Trust**);
- (2) The Trust was established by trust deed dated 2 February 1976;
- (3) The founders intended that the Trust should be administered consonantly with Quaker principles but the objects of the Trust extend to all charitable purposes;

## APPENDIX

- (4) The Trustees desire, in furtherance of the objects of the Trust, to transfer to APC all the land and other property of the Trust (the **Trust Property**) (i) immediately under this Deed, in respect of the property described in part 1 of the Second Schedule hereto and (ii) on the dissolution of the Trust on or about 5 April 2024, in respect of the balance of the Trust Property, all subject to certain conditions, as follows:
- a. APC will receive the Trust Property as sole corporate trustee upon the charitable trusts set forth in the First Schedule to this Deed;
  - b. APC will covenant on behalf of itself and its successors as charity trustees of the charitable trust created by this Deed, and of any successor charity, to indemnify the Trustees against any other costs or liabilities lawfully incurred by them before the dissolution of the Trust in their capacity as charity trustees of the Trust so long as the liability of APC, its successors as such charity trustees and any successor charity under such indemnity shall be limited to the value for the time being of the assets for the time being belonging to the charitable trust created by this Deed or to any such successor charity as the case may be;
- (5) The Trustees have resolved to dissolve the Trust on or about 5 April 2024 and to distribute the balance of the Trust Property remaining after meeting all liabilities to APC upon the trusts set forth in the First Schedule to this Deed;
- (6) The land and sum of cash forming part of the Trust Property which are to be transferred immediately to APC as aforesaid are described in part 1 of the Second Schedule to this Deed;
- (7) The cash and investments forming the balance of the Trust Property, as set forth in part 2 of the Second Schedule to this Deed (as made up to the [ ] November 2023)], are to continue to be administered or expended by the Trustees as part of the property of the Trust, and they or the property representing them, or the unapplied balance of the property representing the same, are to be transferred to APC subject to the provisions of this Deed on the dissolution of the Trust on or about 5 April 2024.
- (8) APC having received its own legal advice is content to undertake the trusts and provide the indemnities referred to above.

## APPENDIX

### OPERATIVE PART

- 1 In consideration of the covenants contained in this Deed the Trustees will forthwith transfer to APC (i) by Land Registry Transfer of even date herewith, the land described in part 1 of the Second Schedule to this Deed and (ii) the sum of £4,500, upon the trusts set forth in the First Schedule to this Deed.
  
- 2 On or about 5 April 2024 the Trustees after meeting any remaining liabilities of the Trust will transfer subject to the provisions of this Deed to APC, any successors as charity trustees of the charity created by this Deed or any successor charity the then unapplied remainder of the Trust Property.
  
- 3 APC on behalf of itself, its successors as charity trustees and of any successor charity, hereby covenants to indemnify the Trustees in respect of any costs or liabilities lawfully incurred by the Trustees in their capacity as charity trustees of the Trust and to secure that any successor charity enters into a like covenant Provided That any such indemnity shall be limited to the value at the relevant time of the assets transferred to the charity created by this Deed under the provisions of this Deed.

IN WITNESS WHEREOF THE PARTIES HAVE THIS DAY RESPECTIVELY EXECUTED  
THIS DEED

# APPENDIX

## THE FIRST SCHEDULE

- 1 The charity hereby created shall be called the Acton Field Trust (the **Charity**).
- 2 Acton Parish Council (APC) acting in accordance with its usual procedures shall be the sole trustee of the Charity.
- 3 The objects of the Charity shall be for the benefit of the inhabitants of the parish of Acton in the County of Suffolk and the neighbourhood thereof and of those working studying or otherwise for the time being located within the said area to promote all or any of the following charitable purposes:
  - To maintain a public open space and to provide in the interests of social welfare facilities for recreation and other leisure-time occupation for the use of the public with the object of improving the conditions of the life of such persons; and/or
  - To promote the protection of wildlife and the protection and improvement of the physical and natural environment; and/or
  - To advance education, skills and capacity among such persons.
- 4 APC may at any time after the dissolution of the Trust transfer the whole of the property of the Charity to a Charitable Incorporated Organisation or charitable company having the same or a similar name and formed for the same or similar objects and thereupon dissolve the Charity as a charitable trust **Provided That** as a condition of the transfer of the property of the Charity to such successor charity the successor charity shall be required to undertake the covenants in favour of the Trustees as are contained in clause 3 of this Deed.

# APPENDIX

## THE SECOND SCHEDULE

### Part 1

Freehold land at Acton, Sudbury in the County of Suffolk being a field on the south-east of Barrow Hill and being the land registered at H M Land Registry under Title No. SK 265123

The sum of £4,500 cash.

### Part 2

[Investments listed in the Holdings Summary in Brewin Dolphin's statement dated [21 September 2023]

£.....cash on shared interest account at the Co-operative Bank.

£.....cash on current account at Nat West Bank.

This part of this Schedule is made up to [ ] November 2023].

Signed as a Deed by Charles Cleaver Bailey

in the presence of:

Witness's signature:

Name:

Address:

Occupation:

Signed as a Deed by Penelope Anne Wotton

in the presence of:

Witness's signature:

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Name:

Address:

Occupation:

**Executed** as a Deed by Acton Parish Council  
acting by two Councillors

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(Chairman of Acton Parish Council); and

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(Vice Chairman of Acton Parish Council)

in the presence of the Proper Officer of  
Acton Parish Council:

.....

Witness's signature

Name

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Address

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Proper  
Officer  
of  
Acton  
Parish  
Council  
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Occupation

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