

THIS DEED is made the \_\_\_\_\_ day of \_\_\_\_\_ 20[ ]

BETWEEN

(1) [*details of the churchwardens*] (the “Donor”)

(2) [*name of PCC*] Parochial Church Council (the “PCC”)

(3) [*details of the incumbent*] (the “Incumbent”) and

(4) [ \_\_\_\_\_ ] (the “Recipient”)

1 Pursuant to a faculty granted by the Consistory Court of the Diocese of [ ] dated the [ ] day of [ ] 20[ ] a copy of which is attached to the Second Schedule to this Deed the Donor together with the PCC and the Incumbent have agreed to give, grant, transfer and assign, by way of gift all right, title and interest in the objects listed in the First Schedule to this Deed (the “Objects”) subject to clause [3] below

2 The Donor has good and complete right, title, and interest in and to the Objects and has, pursuant to the faculty referred to in clause [1] above full authority to give, grant, transfer and assign its right, title and interest in and to the Objects

3

3.1 In the event that the Recipient no longer wishes or is otherwise unable to retain possession of the Objects, the Recipient agrees that prior to any sale or otherwise disposing of the Objects, it shall first give at least [6 months’] notice in writing to the Donor of its intention to sell or dispose of the Objects (such notice to expire no later than [21] days before the proposed date of sale or disposal)

3.2 At the time of such notice referred to in clause [3.1] above the Recipient shall offer to return the Objects [in no worse condition and state of repair than at the date hereof (reasonable wear and tear excepted)] to the Donor at the Recipient’s own cost, such offer to remain open until the expiry of the aforementioned notice period and not accept any offer to purchase the Objects from any third party nor dispose of the Objects until the expiry of the aforementioned notice period

3.3 Upon the return of the Objects to the Donor in accordance with this clause the provisions of this Deed shall in so far as they relate to the Objects cease to have effect

4 The Donor and the Recipient agree to attempt in good faith to resolve any dispute or claim arising out of or relating to this Deed promptly through negotiations between their representatives. Failing successful negotiation the Donor and the Recipient will attempt in good faith to resolve the dispute through an Alternative Dispute Resolution Procedure.

5 This Deed shall survive the death of any of the parties to this Deed and is intended to bind the parties’ successors.

6 This Deed shall be governed by and interpreted in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the Consistory Court referred to in clause 1 above.

IN WITNESS whereof the [Donor, the PCC and the Incumbent have hereunto set their hands and the Recipient has caused its Common Seal to be hereunto affixed] the day and year first above

*[insert execution provision]*

FIRST SCHEDULE

(The Objects)

SECOND SCHEDULE

(The Faculty)

DATED

20[ ]

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[ ]

-to-

[ ]

**DEED OF GIFT**

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