

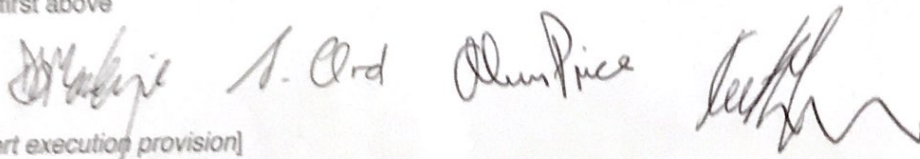
THIS DEED is made the 1st ^{TWVE} day of January 2021

BETWEEN

- (1) Sharon Ord, Dr Duncan McKenzie (the "Donor")
- (2) Wadworth with Loversall Parochial Church Council (the "PCC")
- (3) Revd Alun Price (the "Incumbent") and
- (4) Sheffield Cathedral (the "Recipient")

1. Pursuant to a faculty granted by the Consistory Court of the Diocese of Sheffield dated the 2nd day of December 2020 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. The donor, the PCC and the incumbent hereby transfer by way of gift the Objects to the Recipients.
4.
 - 4.1. 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)
 - 4.2. 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
 - 4.3. 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
5. 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.
6. This Deed shall survive the death of any of the parties to this Deed and is intended to bind the parties' successors.
7. 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 here unto 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)

A rare early English chalice dating to the reign of Elizabeth I. This cup follows the standard design for Elizabethan communion cups and is most likely to have been made from pre-reformation silver. It has a flared top and still has its original paten.

Most parish churches in existence at this date (1592) would have had a chalice very similar to this. The church authorities launched a programme from about 1560 to replace the 'old massing chalices' with 'decent' communion cups of prescribed design, such as this. The programme for refashioning old chalices was staggered from diocese to diocese.



SECOND SCHEDULE

(The Faculty)

Section 10(1)(a) of the Contract Act

Section 10(1)(b) of the Contract Act

Section 10(1)(c) of the Contract Act

Section 10(1)(d) of the Contract Act

Section 10(1)(e) of the Contract Act

Section 10(1)(f) of the Contract Act

Section 10(1)(g) of the Contract Act

Section 10(1)(h) of the Contract Act

Section 10(1)(i) of the Contract Act

Section 10(1)(j) of the Contract Act

Section 10(1)(k) of the Contract Act

Section 10(1)(l) of the Contract Act

Section 10(1)(m) of the Contract Act

Section 10(1)(n) of the Contract Act

Section 10(1)(o) of the Contract Act

Section 10(1)(p) of the Contract Act

[Handwritten signature]

FACULTY

5919

5919

In the Consistory Court of the Diocese of Sheffield

Parish of Loversall

Church of St Katherine

Her Honour Judge Sarah Louise Singleton QC, Chancellor of the Diocese of Sheffield

To The Revd Alun Price of The Vicarage, Vicarage Drive, Wadworth, Doncaster DN11 9AN
and Mr Duncan Sherwood MacKenzie of Maypole Villa, Main Street, Wadworth, Doncaster DN11 9AZ
and Mrs Sharon Ord of 6 Meadow Rise, Wadworth, Doncaster DN11 9AP

A petition presented by you has been submitted to the Registry of this Court together with designs, plans, photographs or other documents, requesting a Faculty authorising the works or other proposals specified in the petition.

A public notice was duly displayed giving an opportunity to all persons interested to object and give reasons why a Faculty should not be granted.

The proceedings were unopposed and did not give rise to a question of law or of doctrine, ritual or ceremonial or relate to proposals that affect the legal rights of any person or body.

This Court now grants a Faculty authorising you to carry out the works or other proposals in accordance with the designs, plans or other documents accompanying the petition and subject to the conditions set out in the Schedule below.

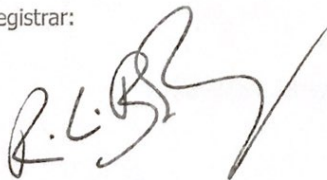
The works must be completed within **12** months from the date below or such further period as this Court may allow and the certificate of practical completion is to be sent to the Registry within the period allowed.

A copy of this Faculty is to be supplied by you to the architect or surveyor and contractors to be employed in respect of the authorised work before any work is commenced.

This Faculty is duly authenticated by the seal of this Court.

Dated: 2 December 2020

Signature of Registrar:



DATED

8 JUNE
~~11th January~~ 2021

The PCC of
St John the Baptist, Wadworth
with
St Katherine, Loversall

-to-

The Cathedral Church of St Peter and St Paul
Church Street
Sheffield
S1 1HA

DEED OF GIFT

-of-

1570 Elizabethan cup and platen