

THIS DECLARATION OF TRUST

y of20-- by

<<full names and addresses of ea

("the first trustees")

The first trustees hold the sum o
declared in this deed and they exp
the same trusts.

initial cash asset>> on the trusts
assets will be acquired by them on

NOW THIS DEED WITNESSES A

1. Administration

The charitable trust created by this
(In this deed, the expression "the
the charity at any given time. It inc
shall be the charity trustees of the
is used to refer to any one of the tr

ll be administered by the trustees.
ndividuals who are the trustees of
and their successors. The trustees
of charity law. The word "trustee"

2. Name

The charity shall be called <<set o

3. Objects

The objects of the charity ("the obj

<<set out the objects here>>

4. Application income and c

The trustees must apply the incom
charity in furthering the objects.

, all or part of the capital, of the

5. Powers

In addition to any other powers the
powers in order to further the obje

y exercise any of the following
(purpose):

- (1) to raise funds. In exe
taxable permanent tra
regulations;
- (2) to buy, take on lease
maintain and equip it
- (3) to sell, lease or other
the charity. In exercis
with sections 117 – 1

stees must not undertake any
omply with any relevant statutory

therwise acquire property and to

y part of the property belonging to
es must comply as appropriate
011;

- (4) to borrow money and to the charity as security for any part of the property belonging to the charity as security for money borrowed. The trustees must comply as appropriate with section 126 of the Charities Act 2011 if they wish to mortgage the property;
- (5) to co-operate with other charities, bodies and statutory authorities and to exchange information with them;
- (6) to establish or support other associations or institutions formed for any of the charitable objects;
- (7) to acquire, merge with or enter into a partnership or joint venture arrangement with any other charity for any of the objects;
- (8) to create such advisory committees as the trustees think fit;
- (9) to employ and remunerate persons as may be necessary for carrying out the work of the charity;
- (10) to do any other lawful act or thing which is expedient or desirable for the achievement of the objects.

6. Statutory powers.

Nothing in this deed restricts or excludes the powers of the trustees of the powers given by the Trustee Act 2000 as regards the exercise of powers of sale or disposal of land and the employment of agents, nominees or sub-trustees.

7. Delegation.

- (1) In addition to their statutory powers or functions the trustees may delegate any of their powers or functions to one or more trustees. A committee must be constituted by the trustees. It must report its decisions and activities to the trustees. It must not incur expenditure on behalf of the charity in excess of the amount previously agreed by the trustees in accordance with a budget.
- (2) The trustees must exercise their powers or functions only at properly convened meetings and only in accordance with the following provisions:
 - (a) delegated the exercise of powers or functions either under this provision or under any statutory provision;
 - (b) made some other arrangements in accordance with regulations under clause 22,
- (3) The trustees must consider whether the powers or functions which they have delegated are properly exercised.

8. Duty of care and extent of liability.

- (1) When exercising any powers or functions (whether or not by any rule of law) in and in connection with the management of the charity, each of the trustees must use the level of care which a prudent person would be expected to exercise in the circumstances, taking into account any special circumstances which may arise. The duty of care shall include the duty to ensure that he or she has or claims to have sufficient knowledge and experience to exercise the powers or functions.

- (2) No trustee, and no one acting on behalf of the trustees, shall be held responsible for any act or failure to act unless, in the absence of negligence, he or she has discharged the duty of care.

9. Appointment of trustees.

- (1) There must be at least three trustees. Apart from the first trustees, every trustee shall hold office for a term of three years] by a resolution of the trustees at a meeting called under clause 15 of this deed.
- (2) In selecting individual trustees, the trustees must have regard to the skills, knowledge and experience needed for the effective administration of the charity.
- (3) The trustees must keep a register of the names and addresses and the dates of appointment, re-appointment or resignation of each trustee.
- (4) The trustees must make available to every trustee, on his or her first appointment:
- (a) a copy of this deed;
 - (b) a copy of the latest audited statement of accounts.
- (5) The first trustees shall hold office for the following periods respectively:
- <<name of each trustee and term of office>>

10. Eligibility for trusteeship

- (1) No one shall be appointed or re-appointed as a trustee if:
- (a) if he or she is under 18 years of age; or
 - (b) if he or she would be disqualified from office under the provisions of clause 11 of this deed.
- (2) No one shall be entitled to be appointed or re-appointed as trustee unless he or she has expressly acknowledged, in writing, his or her acceptance of the office of trustee of the charity.

11. Termination of trusteeship

- A trustee shall cease to hold office if:
- (1) he or she is disqualified from acting as a trustee under sections 178 and 179 of the Charities Act 2011 or any subsequent amendment or modification of that Act;
- (2) he or she is, in the written opinion of a registered medical practitioner, mentally incapable of acting as a trustee and may remain so for more than three months;
- (3) he or she is absent without the authority of the trustees for a period of six months; or
- the trustees resolve that his or her office be vacated.

- (4) notifies to the trustees in writing (in the case of written notices) or orally (in the case of oral notices) when the notice is given (in the case of oral notices) or when the notice is given (in the case of written notices).

only if enough trustees will remain in office to form a quorum for the meeting.

12. Vacancies.

If a vacancy occurs the trustees may appoint a new trustee. If a trustee who is eligible trustee may be re-appointed. If a trustee who is not eligible trustee may be re-appointed. Clause 17(1), none of the powers of the trustees shall be exercisable by the trustees.

minutes of their next meeting. Any trustee who is not present at the meeting shall be deemed to have accepted the power to appoint new trustees.

13. Ordinary meetings.

The trustees must hold at least two ordinary meetings in each year. One such meeting in each year must involve the physical presence of the trustees. Other meetings may take such form, including by video conference, as the trustees decide provided that the form chosen enables the trustees to hear each other.

year. One such meeting in each year must involve the physical presence of the trustees. Other meetings may take such form, including by video conference, as the trustees decide provided that the form chosen enables the trustees to hear each other.

14. Calling meetings.

The trustees must arrange at each meeting, unless such arrangements are made by the trustees, to be called at any time by the person or persons named in the deed. In that case, not less than 14 days' notice must be given to the other trustees. The first meeting of the trustees must be called at any time by the person or persons named in the deed. If no meeting has been called within 14 days of the date of this deed, the trustees must call a meeting.

date, time and place of their next meeting. Ordinary meetings may also be called at any time by the person or persons named in the deed. In that case, not less than 14 days' notice must be given to the other trustees. The first meeting of the trustees must be called at any time by the person or persons named in the deed. If no meeting has been called within 14 days of the date of this deed, the trustees must call a meeting.

15. Special meetings.

A special meeting may be called at any time by the person or persons named in the deed. In that case, not less than 14 days' notice must be given to the other trustees. The first meeting of the trustees must be called at any time by the person or persons named in the deed. If no meeting has been called within 14 days of the date of this deed, the trustees must call a meeting.

selected to chair meetings of the trustees. Notice must be given to the trustees. However, if those matters are not dealt with by the trustees, any of the trusts of this deed, the trustees may be called to take place.

16. Chairing of meetings.

The trustees at their first ordinary meeting must elect one of their number to chair their meetings. The person elected must be eligible for re-election. If that person is not present within ten minutes after the meeting has begun, or if no one is present within ten minutes after the meeting has begun, or if the person elected is not present within ten minutes after the meeting has begun, the trustees must choose one of their number to chair their meetings. The person elected must be eligible for re-election. If that person is not present within ten minutes after the meeting has begun, or if no one is present within ten minutes after the meeting has begun, or if the person elected is not present within ten minutes after the meeting has begun, the trustees must choose one of their number to chair their meetings.

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17. Quorum.

- (1) Subject to the following provisions, no business shall be conducted at a meeting unless a quorum of trustees is present through or by proxy.

se, no business shall be conducted at a meeting unless a quorum of trustees is present through or by proxy. The quorum shall be at least one third of the total number of trustees (whichever is the greater).

22. General power to make regulations

- (1) The trustees may from time to time make such regulations for the management of the charity and for the carrying out of its purposes, including:
 - (a) the calling of meetings;
 - (b) methods of making decisions, including the power to deal with cases of urgency when a meeting is impracticable;
 - (c) the deposit of money;
 - (d) the custody of documents;
 - (e) the keeping and production of records.
- (2) The trustees must not make regulations which are inconsistent with anything in this deed.

23. Disputes

If a dispute arises between the trustees under this deed, and the parties to the dispute must first try in good faith to resolve the dispute by mediation before resorting to litigation.

24. Accounts, Annual Report

The trustees must comply with the requirements of the Charities Act 2011 with regard to:

- (1) the keeping of accounts;
- (2) the preparation of annual financial statements for the charity;
- (3) the auditing or independent examination of the statements of account of the charity;
- (4) the transmission of the annual financial statements of the charity to the Commission;
- (5) the preparation of an annual report for the charity;
- (6) the preparation of an annual report for the charity.

25. Registered particulars.

The trustees must notify the Commission of any changes to the charity's entry on the Central Register of Charities.

26. Bank account.

Any bank or building society account in which the funds of the charity are deposited must be operated by the trustees and the charity. Unless the regulations of the trustees make other provision, any payment from such an account shall be signed by a trustee.

27. Application of income and property

- (1) The income and property of the charity must be applied solely toward the promotion of the objects of the charity but a trustee who is entitled to be reimbursed for expenses incurred by him or her when acting on behalf of the charity may pay out of the income or property of the charity for such expenses.

- (b) may benefit from trust property or from the expenditure incurred in the purchase of the cover purchased at the charity's expense in accordance with the conditions in, section 189 of the Charities Act 2006.
- (2) Subject to clause 28, no property of the charity may be paid or transferred directly or indirectly for the private inurement, profit or gain of any individual, bonus or otherwise by way of profit to any trustee.
- 28. Benefits and payments to connected persons**
- (1) **General provisions**
No trustee or connected person shall—
- (a) buy or receive goods or services from the charity on terms preferential to those applicable to the general public;
 - (b) sell goods, services or other property to the charity;
 - (c) be employed by, or receive remuneration from, the charity;
 - (d) receive from the charity any benefit, direct or indirect, which is either money or has monetary value.
- unless the payment is permitted by the provisions of this clause or authorised by the Charity Commission.
- (2) **Scope and powers permitting connected persons' benefits**
A trustee or connected person may—
- (a) may receive a benefit if it is in the best interests of the charity that a majority of the trustees agree to this;
 - (b) may enter into a contract with the charity for the supply of services, or of goods that are services, to the charity where that contract is permitted in accordance with the provisions of the Charities Act 2006;
 - (c) Subject to sub-clause (2)(c) of this clause, if goods are not supplied in connection with the charity by a trustee or connected person, the trustee or connected person may receive interest on any loan made to the charity at a reasonable and proper rate which must be no more than the Bank of England bank rate (also known as the base rate).
 - (e) may receive rent for premises let to the charity. The amount of the rent must be reasonable and proper in the circumstances of the meeting at which such a decision is made or under discussion.
 - (f) may take part in the raising of funds for the charity on the same terms as other persons.
- (3) **Payment for supply of goods**
The charity and its trustees may enter into a contract with a person for the supply of goods to the charity if each of the following conditions is satisfied:
- (a) The amount or maximum value of the goods is set out in an agreement in writing between the charity and the trustee or connected person to whom the goods are to be supplied, which the supplier is to supply the goods to the charity.
 - (b) The amount or maximum value of the goods in question does not exceed what is reasonable in the circumstances for the supply of the goods in question.
 - (c) The other trustees agree that the supply of the goods is in the best interests of the charity to

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contract with the
connected person.
advantage of con
disadvantages of do

- (d) The supplier is ab
- (e) The supplier does n
- (f) The reason for their
- (g) A majority of the tr

- (4) In sub-clauses (2) and (3) c
- (a) "charity" shall includ
- (i) holds more
- (ii) controls mo
- (iii) has the righ
- (b) "connected person"

29. Repair and insurance.

The trustees must keep in repair a
risks all the buildings of the charity
repair and insured by a tenant). Th
and employer's liability.

30. Expenses.

The trustees may use the charity's
which they incur in the course of c

31. Amendment of Trust Deed

- (1) The trustees may amend th
- (a) no amendment may
- (b) no amendment may
- (2) Any amendment of th
- (3) The trustees must se

32. Dissolution.

- (1) The trustees may dis

someone who is not a trustee or
on the trustees must balance the
or connected person against the

any meeting at which there is
contract or arrangement with him or
to the charity.
ter and is not to be counted when
present at the meeting.
the trustees in the minute book.
not in receipt of remuneration or

the Charity:
or
rights attached to the shares; or
ore trustees to the Board of the
in the definition set out in clause

ue against fire and other usual
that are required to be kept in
ably in respect of public liability

ssary and reasonable expenses
bilities as trustees of the charity.

, provided that:
jects), Clause 8 (Duty of care
of Income and Property), clause
connected persons), clause 32
consent in writing of the
ects if the change would
cts of the charity.

y deed following a decision of the

certified copy of the deed effecting
n three months of it being made.

ecide that it is necessary or
to dissolve the charity must be
majority of the trustees. Any assets

of the charity that are assets') must be given

- (a) to another charity with objects that are the same or similar to the objects of the charity (or charities) to which the property is given;
- (b) to any charity or charities whose objects fall within the charity's objects.

- (2) The Commission must ensure that the charity has been dissolved and, if the trustees wish, send the charity's accounts to the Commission for the audit. If the trustees do not wish to send the accounts, they must send the Commission a statement explaining why.

33. Interpretation.

- (1) In this deed, all references to legislation in force at the date of the deed that adds to, modifies or repeals any legislation in force at that date shall be understood as references to any subsequent legislation that adds to, modifies or repeals that legislation.
- (2) In this deed, "connected person" means:
 - (a) a child, parent, grandparent, grandchild, brother or sister of the trustee;
 - (b) the spouse or civil partner of the trustee or of any person falling within paragraph (a) above;
 - (c) a person carrying on business in partnership with the trustee or with any person falling within paragraph (a) or (b) above;
 - (d) an institution which:
 - (i) is controlled by the trustee or by two or more persons falling within paragraph (a), (b), or (c) above;
 - (ii) is controlled by two or more persons falling within paragraph (d)(i), when taken together;
 - (e) a body corporate in which:
 - (i) the trustee or two or more persons falling within paragraphs (a) to (c) above has a substantial interest;
 - (ii) two or more persons falling within paragraphs (a) to (c) above have a substantial interest, when taken together.
- (3) In this deed, "Commission" means the Charity Commission for England & Wales.
- (4) Sections 350 -352 of the Charities Act 2006 shall apply for the purposes of interpreting the terms used in subclause (2) above.

IN WITNESS of this deed the parties have signed the deed as follows.

debts have been paid 'the net assets'.

with objects that are the same or similar to the objects of the charity (or charities) to which the property is given.

objects which fall within the charity's objects.

that the charity has been dissolved and, if the trustees wish, send the charity's accounts to the Commission for the audit. If the trustees do not wish to send the accounts, they must send the Commission a statement explaining why.

shall be understood as references to any subsequent legislation that adds to, modifies or repeals that legislation.

brother or sister of the trustee; the spouse or civil partner of the trustee or of any person falling within paragraph (a) above;

relationship with the trustee or with any person falling within paragraph (a) or (b) above;

person falling within paragraph (a), (b), or (c) above; or two or more persons falling within paragraph (d)(i), when taken together;

falling within paragraphs (a) to (c) above has a substantial interest;

sub-paragraph (e)(i) who, when taken together, have a substantial interest.

Commission of England & Wales.

for the purposes of interpreting the terms used in subclause (2) above.

below.

1. Signed as a deed by: <<na

.....(signature)
on this(day) of.....(month)(year)
in the presence of:
Witness's name:

.....
Witness's address:
.....
.....
.....

2. Signed as a deed by <<na

.....(signature)
on this(day) of.....(month)(year)
in the presence of:
Witness's name:

.....
Witness's address:
.....
.....
.....

3. Signed as a deed by <<na

.....(signature)
on this(day) of.....(month)(year)
in the presence of:
Witness's name:

.....
Witness's address:
.....
.....
.....

4. Signed as a deed by <<na

.....(signature)
on this(day) of.....(month)(year)
in the presence of:
Witness's name:

.....
Witness's address:
.....
.....
.....

5. Signed as a deed by <name>

..... (signature)

on this(day) of.....(month)(year)

in the presence of:

Witness's name:

.....

Witness's address:

.....

.....

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Etc.,

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