

Charitable Declaration of Trust

Birmingham Christmas Shelter

(known as Birmingham Open Christmas till 2011)

Dated: 31st March 1991

Amended: 20th August 2007

31st March 2009

15th November 2014

14th September 2019 vs 1

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1. Charitable Declaration of Trust:

1.1 This Declaration of Trust was originally created on 31st March 1991 when the charity Blrmingham Open Christmas was first registered with the Charity Commission under the number **1002891**. The organisation had been operating as a voluntary organisation with the same objects from 1974.

1.2 The Declaration of Trust has been amended at regular intervals, namely 20th August 2007, 31st March 2009, 15th November 2014 and most recently 14th September 2019.

1.3 It is the agreement between the Trustees of Birmingham Christmas Shelter, as listed in Schedule 1, that sets out the broad details of its powers to act and how the Trustees will operate its Trust Fund including the management of any property and finances.

2. Administration:

The charitable trust created by this deed ('the Charity') shall be administered by the Trustees - see Schedule 1 for the current board of Executive (voting) Trustees.

3. Name:

3.1 The Charity was originally called Birmingham Open Christmas but shall forthwith be called **Birmingham Christmas Shelter**. It is referred to in this deed as 'the Charity'.

3.2 The Trustees may change the name of the Charity by special resolution recorded in the minutes and approved by a minimum of 75% of the voting Trustees but must first check with the Charity Commission to ensure no other organisation is already registered under the proposed name.

4. Objects:

The objects of the Charity are:

4.1 To provide relief for the homeless and lonely in the West Midlands over the Christmas period, particularly through the provision of food, clothing and shelter.

4.2 The Trustees may, by a 75% majority at a Meeting, change or extend the objects but no part of the Trust Fund may be applied to any purpose that is not exclusively charitable.

5. The Specified Area:

5.1 The Specified Area for the use of the Trust Fund is Birmingham City but users of the Charity may come from the wider West Midlands postal area.

5.2 The Trustees may apply the Trust Fund to the objects only in the Specified Area.

5.3 The Trustees may, by a 75% majority of the full voting Trustees, change or extend the Specified Area.

6. Duty of Care and Extent of Liability:

6.1 When exercising any power (whether given to them by this deed, by statute or by any rule of law) in administering or managing the Charity, each of the Trustees must use the level of care and skill that is reasonable in the circumstances, taking into account any special knowledge or experience that he or she has or claims to have ('the duty of care').

6.2 No Trustee, and no one exercising powers or responsibilities that have been delegated by the Trustees, shall be liable for any act or failure to act unless, in acting or in failing to act, he or she has failed to discharge the duty of care.

6.3 See Schedule 2, section 13 Relief from Liability

7. Application of Income, Capital and Property:

7.1 The Trustees declare that they hold the capital and income of the Trust Fund upon trust, to apply all the income and property and all or part of the capital without distinction between income and capital, towards furthering the objects of the Charity.

7.2 No part of the Trust Fund may be used or applied for a non-charitable purpose.

7.3 The Trustees may enter into or allow all transactions they think will help to further the objects

7.4 The Trustees may act alone or with any other party. They may co-operate with statutory or voluntary bodies operating in similar charitable fields

7.5 The Trustees may sign or execute all documents as are necessary for or incidental to the administration of the Trust Fund or execution of this trust.

7.6 The Trustees may do any other lawful thing that is necessary or desirable for the achievement of the objects.

8. Benefits and Payments to Trustees of the Charity and Connected Persons:

8.1 In this section, a 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.

8.2 A Trustee of the Charity is entitled to be reimbursed out of the income and property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.

8.3 A Trustee of the Charity may benefit, in accordance with, and subject to the conditions in section 189 of the Charities Act 2011, from:

a. Trustee indemnity insurance cover purchased at the Charity's expense.

b. A DBS (Disclosure and Barring Service) check purchased at the Charity's expense and use it in other paid or voluntary employment.

c. A Trustee of the Charity or connected person may receive a benefit from the Charity in the capacity of a beneficiary of the Charity provided that a majority of the Trustees do not benefit in this way.

8.4 Unless authorised by the Court or the Charity Commission, no Trustee of the Charity or connected person may:

a. buy or receive any goods or services from the Charity on terms preferential to those applicable to members of the public;

b. sell goods, services or any interest in land to the Charity;

c. be employed by, or receive any remuneration from the Charity;

d. receive any other financial benefit from the Charity unless permitted under 8.4b.

8.5 Subject to clause 8.4, none of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise by way of profit to any Trustee of the Charity.

8.6 A Trustee of the Charity or connected person may receive interest on money lent to the Charity at a reasonable and proper rate that must be not more than the Bank of England bank rate (also known as the base rate).

8.7 A Trustee of the Charity or connected person may not receive rent for premises let by the Trustee or connected person to the Charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The Trustee of the Charity concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under

discussion.

8.8 A Trustee of the Charity or connected person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public but only where this is in keeping with the regulations of the Charity Commission.

8.9 Where permitted in accordance with, and subject to, the conditions in section 185 of the Charities Act 2011 a Trustee of the Charity or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity

9. Detailed Financial Powers:

9.1 See Schedule 2

10. Detailed General Powers:

10.1 See Schedule 3

11. Trustees:

11.1 Birmingham Christmas Shelter is governed and managed by an operational Board of Trustees. In particular each Trustee is expected to take on and / or be involved in key areas of the running of the Charity in furtherance of the objects.

11.2 There must be at least 5 voting Trustees and a maximum of 10. The maximum number can be varied by a 75% majority of Trustees in keeping with requirements to staff duty Trustee shifts during the annual Shelter Week.

11.3 If the number of Trustees falls below the minimum, the remaining Trustees must act to appoint new Trustees. The key functions of the Trustees namely keeping of financial records and communications with the Charity Commission must continue. All other functions may continue if the remaining Trustees have to capacity so to do.

12. Appointment of Trustees:

12.1 The Trustees should monitor the turnover of Trustees and act in a timely way to recruit suitable individuals with sufficient skills, knowledge and experience to act as Trustees to ensure effective administration of the Charity and that the objects can be met.

12.2 The Trustees must keep a record of the name, address, dates of appointment, re-appointment and retirement of each Trustee.

12.3 There is no maximum term of office for any Trustee.

12.4 Individuals may be appointed as Trainee Trustees to serve on the Board for at least one year prior to potential appointment as a voting Executive Trustee, to give time to assess their suitability and commitment. Trainee Trustees do not have voting rights but can be offered the opportunity to lead on areas of the operation of the Charity.

12.5 If an appointment is made by casting votes, 75% or greater of Trustees must agree to the appointment.

12.6 The Trustees must make available to each new Trustee, or Trainee Trustee, on his or her first appointment:

- a. A copy of this deed and any amendments made to it;
- b. A copy of the charity's latest report and statement of accounts.
- c. A copy of the Shelter Declaration of Trust as the operating plan and also the emergency operating plan.
- d. A copy of the Charity Commission guide 2018: The Essential Trustee: What you need to know, what you need to do

13. Eligibility for Trusteeship:

13.1 In line with good recruitment practice, the Trustees may create a detailed recruitment pathway and person specification for prospective Trustees. These documents should be made available to potential candidates in line with best practice.

13.2 No one shall be appointed as a Trustee:

- a. if he or she is under the age of 18 years;
- b. if he or she would at once be disqualified from office under the provisions of clause 11 of this deed.

13.3 No one shall be entitled to act as a Trustee whether on appointment or on any re-appointment as Trustee until he or she has expressly acknowledged, in whatever way the Trustees decide, his or her acceptance of the office of Trustee of the Charity.

14. Officers of the Board of Trustees:

14.1 Some Trustees have special roles, such as the chair, secretary and the treasurer and are known as officers. Trustees can also nominate Trustees to take the lead on particular matters.

14.2 Charity officers do not automatically have extra powers or legal duties than their co-trustees, but may carry out specific roles or have specific responsibilities delegated to them. However, all Trustees remain jointly responsible for the Charity. For example, all Trustees share responsibility for finances (not just the treasurer). A chair can only make decisions in accordance with any provision in the governing document or delegated

authority agreed by the Trustees, and should notify the other Trustees of any decisions made.

14.3 Birmingham Christmas Shelter will appoint, as a minimum, Trustees to take on the roles of the Secretary and Treasurer but see section 14 for the role of Chair.

15. Role of Chair:

15.1 The Trustees at their first ordinary meeting in each year may elect one of their number to chair their meetings and act as chair of the Charity. The person elected shall always be eligible for re-election.

15.2 The person elected as chair shall have no other additional functions or powers except those conferred by this deed or delegated to him or her by the Trustees.

15.3 The Trustees of Birmingham Christmas Shelter have agreed to rotate the role of chair on a monthly basis amongst all the Executive Trustees with the exception of the Secretary who is required to take minutes at meetings.

15.4 The chair will chair the agreed meeting and act in the role of chair for the whole of the remaining period until the next chair takes over at the next meeting.

15.5 At the first meeting of each year, the Trustees may agree the rota of Trustees to chair meetings and should record the names and dates in the minutes.

15.6 If the selected chair is not present within ten minutes after the time appointed for holding a meeting or if the person elected has ceased to be a Trustee, the Trustees present must choose one of their number to chair the meeting.

16. Termination of Trusteeship:

16.1 A Trustee shall automatically cease to hold office if he or she:

a. Is disqualified from acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011 or any statutory re-enactment or modification of that provision;

b. In the written opinion, given to the Charity, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;

c. Is absent without the permission of the Trustees from all their meetings held within a period of six months and the Trustees resolve

that his or her office be vacated;

d. Notifies in writing to the Trustees a wish to resign (but only if enough trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings or enable Shelter Week to proceed);

e. Is in the opinion of the Trustees guilty of wilful misconduct.

16.2 The Trustees can propose to remove a Trustee if they are persistently failing to fulfill the duties of the office they hold or other roles assigned.

16.3 If the other Trustees propose to remove a Trustee under clauses 17.1 3c or 3e or 17.2, they must give that Trustee, 21 days clear notice of the meeting at which it is proposed he should be removed. If he desires, he is to be given an opportunity at that meeting to state why he should not be removed.

16.4 A 75% majority of all the Trustees, other than the one who is proposed to be removed, is required to remove a Trustee.

16.5 A record in the minutes of a meeting at which a Trustee is removed shall be conclusive evidence that the Trustee has been removed.

16.6 The Secretary (or other Trustee if the post of secretary is unfilled) will write to the removed Trustee, at his home address, to confirm matters.

17. Vacancies on the Board of Trustees:

17.1 If a vacancy occurs the Trustees must note the fact in the minutes of their next meeting.

17.2 Any eligible Trustee may be re-appointed.

17.3 If the number of Trustees falls below the quorum in Clause 17(1), none of the powers or discretions conferred by this deed or by law on the Trustees shall be exercisable by the remaining Trustees except the power to appoint new Trustees.

18. Protection from Third Parties:

18.1 No person or corporation dealing with the Trustees need enquire into the validity of any of the Trustees. Similarly, no purchaser or any part of the Trust Fund needs to make such an enquiry.

19. Complaints Against Trustees:

19.1 The Trustees will operate a complaints policy and investigate all complaints. They will notify the complainant of the outcome of the investigation.

19.2 Serious complaints of misconduct will require a period of suspension from the Board while the complaint is investigated. If upheld, the complaint will result in instant dismissal from the Board and any other involvement with the Charity.

20. Ordinary meetings:

20.1 The Trustees must hold at least six ordinary meetings each year.

20.2 One such meeting in each year must involve the physical presence of those Trustees who attend the meeting.

20.3 Other meetings may take such form, including videoconferencing, as the Trustees decide provided that the form chosen enables the Trustees both to see and to hear each other.

20.4 The Trustees must exercise their powers jointly at properly convened meetings except where they have:

- a. delegated the exercise of the powers (either under this provision or under any statutory provision), or
- b. made some other arrangements by regulations under Schedule 3.

21. Calling meetings:

21.1 A meeting of the Trustees must be called within three months after the date of this deed, by any two of the Trustees.

21.2 The Trustees must arrange at each of their meetings the date, time and place of their next meeting, unless such arrangements have already been made.

21.3 Ordinary meetings may also be called at any time by the person elected to chair meetings of the Trustees or by any two Trustees. In that case not less than ten days' clear notice must be given to the other Trustees.

22. Special or Extraordinary meetings:

22.1 A special meeting may be called at any time by any two Trustees. Not less than four days' clear notice must be given to the other Trustees of the matters to be discussed at the meeting.

22.2 If those matters include the appointment of a Trustee or a proposal to amend any of the trusts of this deed, not less than 21 days' notice must be given.

22.3 A special meeting may be called to take place immediately after or before an ordinary meeting.

23. Quorum:

23.1 Subject to the following provision of this clause, no decisions on business shall be taken at a meeting of the Trustees unless at least one-third of the total number of Trustees at the time, or two Trustees (whichever is the greater) are present throughout the meeting.

23.2 Where meetings are not quorate for the purposes of decision making, the Trustees may seek the votes of the other Trustees outside of the meeting but must record the result in the minutes of the subsequent meeting and have them approved by the Trustees.

23.3 The Trustees may make regulations specifying different quorums for meetings dealing with different types of business.

24. Voting:

24.1 Only Executive Trustees will have voting rights on an issue, although others such as trainee Trustees, non-executive Trustees and specialist advisors may participate in the discussion of the business in question.

24.2 At quorate meetings, decisions may be made by a simple majority of the Executive Trustees present and voting on the issue except where this deed requires agreement by 75% of all eligible Trustees.

24.3 The person chairing the meeting shall have a casting vote whether or not he or she has voted previously on the same question but no Trustee in any other circumstances shall have more than one vote.

24.4 The outcome of any votes should be recorded in the minutes.

25. Conflicts of Interests and Conflicts of Loyalties:

25.1 A Trustee of the Charity must:

a. Declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not been previously declared; and

b. Absent himself or herself from any discussions of the Trustees of the Charity in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).

25.2 Any Trustee of the Charity absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as a part of the quorum in any decision of the Charity Trustees on the matter.

26. Saving Provisions:

26.1 Subject to sub-clause (2) of this section, all decisions of the Trustees of the Charity, or of a committee of the Trustees of the Charity, shall be valid notwithstanding the participation in any vote of a Trustee of the Charity:

- a. who is disqualified from holding office;
- b. who had previously retired or who had been obliged by this deed to vacate office;
- c. who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise if without the vote of that Trustee of the Charity, and that Trustee of the Charity being counted in the quorum, the decision has been made by a majority of the Trustees of the Charity at a quorate meeting.

26.2 A Trustee of the Charity is not permitted to keep any benefit that may be conferred upon him or her by a resolution of the Trustees of the Charity or of a committee of Trustees of the Charity if, for any reason, the resolution would have been void, or if the Trustee of the Charity has not complied with clause 26 (Conflicts of Interests and Conflicts of Loyalties).

27. Minutes of Meetings:

27.1 The Trustees must keep minutes in writing, by such means as the Trustees decide, of the proceedings at their meetings. In the minutes the Trustees must record their decisions and, where appropriate, the reasons for those decisions.

27.2 The Trustees must approve the minutes in accordance with the procedures, laid down in regulations made under Schedule 3 of this deed and any corrections noted in subsequent minutes.

27.3 The minutes must be submitted to the Charity Commission as required, especially at times of submission of the annual accounts.

28. Disputes between Trustees:

28.1 If a dispute arises between the Trustees about the validity or propriety of anything done by the Trustees of the Charity under this deed, and the dispute cannot be resolved by agreement, the Trustees party to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

29. Accounts, Annual Report and Annual Return:

29.1 The Trustees through the Treasurer must comply with their obligations under the Charities Act 2011 with regard to:

- a. the keeping of accounting records for the Charity;
- b. the preparation of annual statements of account for the Charity;
- c. the auditing or independent examination of the statements of account of the Charity;
- d. the transmission of the statements of account of the Charity to the Commission;
- e. the preparation of an Annual Report and its transmission to the Commission;

29.2 The accounts shall be made up to 30th June each year or such other date as the Trustees decide by a 75% majority.

29.3 The Trustees must consider and approve the accounts prior to submission to the Charity Commission and their approval noted in the minutes.

29.4 Financial records must be kept for a period of at least 7 years.

30. Expenses:

30.1 The Trustees may use the Charity's funds to meet any necessary and reasonable expenses which they incur in the course of carrying out their responsibilities as Trustees of the Charity.

30.2 All expenses will be declared at Trustee meetings and approved by the Board before reimbursements are made.

30.3 Evidence of expenditure in the form of receipts must be provided before reimbursements can be paid.

31. Amendment of Trust Deed:

31.1 The Trustees may amend the provisions of this deed, provided that:

- a. Any amendment is made following a decision of at least 75% of the voting Trustees at a minuted meeting.
- b. The Trustees send to the Commission a copy of the deed effecting any amendment made under this section within three months of it being made.

31.2 No amendment may be made to section 3 (Objects), section 6 (Duty of care and extent of liability), section 7 (Application of income and property), section 8 (Benefits and payments to Trustees of the Charity and connected persons) and section 33 (Dissolution) or this clause without the prior consent in writing of the Commission; and

31.3 No amendment may be made that would have the effect of making the Charity cease to be a charity at law.

31.4 No amendment may be made to alter the objects if the change would undermine or work against the previous objects of the Charity.

32. Registered Particulars:

32.1 The Trustees must notify the Commission promptly of any changes to the Charity's entry on the Central Register of Charities.

a. This is done by the registered contact of the Charity logging onto the Charity's account at www.charitycommission.gov.uk using the registered charity number 1002891 and the password, a copy of which is kept on the Trustee drive under Master Username and Passwords.

32.2 Advice and guidance can be obtained from the Charity Commission by email or by phone on 0300 066 9197.

33. Reporting a Serious Incident – 0300 065 2199

33.1 Trustees should phone the Charity Commission to report a serious incident by calling their 24-hour contact number 0300 065 2199 which is recommended if it is suspected that an organisation is involved with illegal activities or if funds are being used by an individual for personal profit.

33.2 This whistle-blowing service should also be called if there are concerns about charity members causing harm, that is particularly pertinent for organisations which purport to look after vulnerable groups such as the elderly.

34. Dissolution:

34.1 The Trustees may dissolve the Charity if a 75% majority decide at a special meeting that it is necessary or desirable to do so.

34.2 Any assets of the Charity that are left after the Charity's debts have been paid ('the net assets') must be given:

- a. to another charity (or other charities) with objects that are the same or similar to the Charity's own, for the general purposes of the recipient charity (or charities); or
- b. to any charity for use for particular purposes which fall within the Charity's objects.

34.3 The Commission must be notified promptly that the Charity has been dissolved and, if the Trustees are obliged to send the Charity's accounts to the Commission for the accounting period which ended before its dissolution, they must send the Commission the Charity's final accounts.

35. Irrevocability:

35.1 This Declaration of Trust is irrevocable

SCHEDULE 1

IN WITNESS of this deed, the parties to it, namely the Executive (voting) Trustees of the Charity, have signed below

1. Signed as a deed by:

NAME: SHIRLEY MALLON

ADDRESS: 26 Blenheim Road, Moseley, Birmingham B13 9TY

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

in the presence of:

Witness's name and signature: JASON WOODWARD

Witness's address:

2. Signed as a deed by:

NAME: JASON WOODWARD

ADDRESS:

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

in the presence of:

Witness's name and signature: SHIRLEY MALLON

Witness's address: 26 Blenheim Road, Moseley, Birmingham B13 9TY

3. Signed as a deed by:

NAME: CLAIRE JONES

ADDRESS:

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

in the presence of:

Witness's name and signature: SHIRLEY MALLON

Witness's address: 26 Blenheim Road, Moseley, Birmingham B13 9TY

4. Signed as a deed by:

NAME: MARY ROSE

ADDRESS:

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

in the presence of:

Witness's name and signature: CLAIRE JONES

Witness's address:

5. Signed as a deed by:

NAME: NICOLA PALMER

ADDRESS:

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

in the presence of:

Witness's name and signature: SHIRLEY MALLON

Witness's address: 26 Blenheim Road, Moseley, Birmingham B13 9TY

6. Signed as a deed by:

NAME: STEPHANIE GILL

ADDRESS:

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

in the presence of:

Witness's name and signature: SHIRLEY MALLON

Witness's address: 26 Blenheim Road, Moseley, Birmingham B13 9TY

7. Signed as a deed by:

NAME: KERRIE LO

ADDRESS:

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

in the presence of:

Witness's name and signature: SHIRLEY MALLON

Witness's address: 26 Blenheim Road, Moseley, Birmingham B13 9TY

8. Signed as a deed by:

NAME:

ADDRESS:

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

in the presence of:

Witness's name and signature:

Witness's address:

SCHEDULE 2:**FINANCIAL POWERS**

In addition to any other powers they have, the Trustees may exercise any of the following powers in order to further the objects of the Charity but not for any other purpose:

1. Power To Raise Funds:

1.1. In exercising this power, the Trustees must comply with any relevant statutory regulations including the Gambling Act 2005 as administered through the Gambling Commission;

1.2 The Trustees may undertake taxable permanent trading activity provided they act through a separate trading company, the profits of which may be used to further the objects of the Charity.

2. Power to Accumulate:

2.1 The Trustees may accumulate the income of the Charity in the twenty one years following the date of this amended deed.

3. Power to Accept Donations:

3.1 The Trustees may appeal for and accept donations, subscriptions, covenants, sponsorships and legacies to be held as part of the Trust Fund. They should take reasonable steps to ensure such monies are not from sources that might compromise the charity's reputation, independence and work and have been lawfully raised.

4. Investment Powers:

4.1 The Trustees shall have the same full and unrestricted powers of making, retaining and changing investments as if they were absolute beneficial owners of all the Trust Fund.

4.2 Nothing in this deed restricts or excludes the exercise by the Trustees of the powers given by the Trustee Act 2000 as regards investment, the acquisition or disposal of land and the employment of agents, nominees and custodians.

4.3 The Trustees may take into account whatever factors they think fit in investing the Trust Fund. They must be able to show in their minutes they have acted with reasonable care and skill and have taken appropriate advice when needed, for example when buying or selling land, or investing (in some cases this is a legal requirement)

4.5 Power to Invest in Land and Property:

4.5.1 The Trustees may invest the Trust Fund to buy, take on lease or in exchange, hire or otherwise acquire property and to maintain and equip it for use. This includes without limitation:

- a) freehold and leasehold land (with any length of lease unexpired)
- b) property subject to encumbrances
- c) property involving liability of any kind
- d) property of occupation for use in furthering the objects
- e) property not producing income

4.5.2 The Trustees may sell, lease or otherwise dispose of all or any part of the property belonging to the Charity. In exercising this power, the Trustees must comply as appropriate with section 29 or the Charities Act 1960 and sections 117 - 122 of the Charities Act 2011;

4.5.3 Land of any tenure comprised in the Trust Fund is to be held on trust for sale (subject to any necessary consents) with power to postpone sale.

5. Power to Improve Land:

5.1 The Trustees may construct, maintain, decorate, improve or alter any buildings or land comprised in the Trust Fund. They may make grants to any charity of the improvement of land occupied by the Charity for the purpose of furtherance of the objects. They may do this only to the extent necessary to carry out the objects.

6. Power To Invest in Chattels:

6.1 The Trustees may purchase, hire, loan, deposit or store any chattels as they think fit in furtherance of the objects.

6.2 The Trustees should take account of the appropriate depreciation in value of chattels owned by the Charity when disposing of them

7. Power to Take Out Secured Loans:

7.1 The Trustees may borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed.

7.2 The Trustees must comply as appropriate with sections 124 - 126 of the Charities Act 2011 if they wish to mortgage land owned by the Charity;

8. Power to Deposit Money at a Bank or Building Society:

8.1 The Trustees may operate current or deposit accounts with any bank or building society taking due care to ensure the terms and conditions of use are favourable to the Charity.

8.2 Accounts should be operated in the name of the Charity

8.3 The Trustees may delegate to any two or more or their number, the operation of any bank or building society account in the name of the Charity

8.4 Unless the regulations of the Trustees make other provision, all cheques and orders for the payment of money from such an account shall be signed by at least two Trustees.

8.5 The Trustees should record in the minutes, at least 3 monthly, all monies held in all accounts.

9. Power to Have Accounts Audited:

9.1 If the Trustees so resolve, the accounts of the Charity are to be audited annually by a qualified accountant at the expense of the Trust Fund.

9.2 The Trustees must record in the minutes, their acceptance of the selected accountant to check and audit the accounts.

10. Power to Pay Professional Charges:

10.1 Any Trustee who is a solicitor, accountant or other person engaged in any profession is to be entitled to charge and be paid all usual professional or other charges for work done by him or his firm where instructed by at least 75% of the other Trustees to act in that capacity on behalf of the Charity.

11. Power to Make Grants and Donations in Kind:

11.1 The Trustees may make contributions to any charity which has objects similar to the objects of the Charity. They may assist such a charity in any way they think fit.

11.2 The Trustees may contribute to the costs, expenses and outgoings (including but not limited to rent, rates, service charges, taxes, insurances, charges for electricity, gas and water and the cost of repairs) of any body whose land is occupied by the Charity for the purpose of the objects of the Charity. This paragraph does not authorise the application of any of the Trust Fund for any purpose that is not exclusively charitable.

11.3 Where the Trustees apply money, they may accept the receipt of the then current Treasurer or other authorised officer as a good discharge. The Trustees need not see to the application of the money

11.4 Where the Trustees apply money for the benefit of a minor, they may pay or transfer it to a parent or guardian of the minor. A receipt from the parent or guardian is sufficient proof of a good discharge.

12. Relief from Liability:

12.1 No Trustee is to be liable for any loss to the Trust Fund caused by anything except his own wilful and individual fraud, wrong-doing or wrongful omission. In particular, no Trustee is to be liable for any of the following:

- a. An improper investment made in good faith (providing he has sought professional advice before making the investment)
- b. The negligence or fraud of an agent employed by him or the Trustees in good faith (provided reasonable supervision has been exercised). This applies even though the employment of the agent was not strictly necessary.
- c. The default of any organisation with whom documents of title to investments comprised in the Trust Fund have been deposited
- d. A mistake or omission made in good faith by a Trustee.

13. Payment for the Supply of Goods only – controls:

13.1 The Charity and Trustees may only rely upon the authority provided by this section if each of the following conditions is satisfied:

- a) The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Charity and the Trustee of the Charity or connected person supplying the goods ('the supplier') under which the supplier is to supply the goods in question to or on behalf of the Charity.
- b) The amount or maximum of the payment for 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 of the Charity are satisfied that it is in the best interests of the Charity to contract with the supplier rather than someone who is not a Trustee of the Charity or connected person. In reaching that decision the Trustees of the Charity must balance the advantage of contracting with a Trustee of the Charity or connected person against the disadvantages of doing so.
- d) The supplier is absent from the part of the meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Charity.
- e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting.

- f) The reason for their decision is recorded by the Trustees of the Charity in the minutes.
- g) A majority of the Trustees of the Charity then in office are not in receipt of remuneration or payments authorised by section 13.

13.2 In this clause:

- a. 'Charity' shall include any company in which the Charity:
 - i. holds more than 50% of the shares; or
 - ii. controls more than 50% of the voting rights attached to the shares; or
 - iii. has the right to appoint one or more Trustees to the board of the company.

SCHEDULE 3:**GENERAL POWERS****1. Power to make Regulations:**

- 1.1 The Trustees may from time to time make regulations for the management of the Charity and for the conduct of their business, including:
- a) the calling of meetings;
 - b) methods of making decisions in order to deal with cases or urgency when a meeting is impractical;
 - c) the deposit of money at a bank;
 - d) the custody of documents;
 - e) the keeping and authenticating of records. (If regulations made under this clause permit records of the Charity to be kept in electronic form and requires a Trustee to sign the record, the regulations must specify a method of recording the signature that enables it to be properly authenticated.)
 - f) the recruitment, deployment and management of volunteers. The keeping of personal data including communication with volunteers must be in line with GDPR;
- 1.2 The Trustees must not make regulations which are inconsistent with anything in this deed.

2. Power to Co-operate:

- 2.1 The Trustees may co-operate with other charities, voluntary bodies and statutory authorities in furtherance of the objects and exchange information and advice with them.
- 2.2 The Trustees may establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the objects;
- 2.3 The Trustees may acquire, merge with or enter into any partnership or joint venture arrangement with any other charity formed for any of the objects;

3. Power to Employ Officials:

- 3.1 The Trustees may employ and remunerate anyone who is not a Trustee or firm, subject to Clause 10.6, to manage or carry out the work of the Charity and further the objects as authorised by at least 75% of the Trustees. The employment may be on whatever reasonable terms the Trustees think fit.
- 3.2 The Trustees may pay a secretary and other officials such reasonable salaries as the Trustees think fit.

3.3 The Trustees may create such advisory committees as the Trustees think fit; they may be given the title Non-Executive Trustees.

4. Power to Appoint a Custodian Trustee:

4.1 The Trustees may appoint an appropriate trust corporation that is empowered to act as a Custodian Trustee on such terms of remuneration and otherwise as are laid down in Section 4 of the Public Trustee Act 1906 and rules made under that Act.

4.2 The Trustees may transfer the Trust Fund to or place it under the control of such a Custodian Trustee.

5. Power to Determine Facts and Values:

5.1 When anything depends upon the existence of a fact, the Trustees may determine that fact.

5.2 The certificate of the Trustees giving the determination will be conclusive in favour of anyone acting on it in good faith.

6. Power to Make Rules for Admission to Property:

6.1 The Trustees may make rules and regulations consistent with this trust deed for the admission of members of the public or beneficiaries of this trust to any property occupied for the purpose of the objects by the Trustees.

7. Power to Repair and Insure:

7.1 The Trustees must keep in repair and insure to their full value against fire and other usual risks all the buildings of the Charity (except those buildings that are required to be kept in repair and insured by a tenant). They must also insure suitably in respect of public liability and employer's liability.

7.2 The Trustees may repair or insure any other tangible property including chattels comprised in the Trust Fund. This may be against such risks of wear, damage or loss as they see fit.

7.3 The Trustees should purchase suitable levels of Personal Liability Insurance and xxx Indemnity Insurance

7.4 The Trustees may pay premiums out of income or capital or both.

8. Power to Delegate:

8.1 In addition to their statutory powers, the Trustees may delegate any or all of their powers, duties, discretions or functions to a committee of two or

more Trustees. They may delegate either generally or within such limits as they specify.

8.2 The Trustees may delegate the management of investments, land or other property.

8.3 Any committee set up with delegated powers must act in accordance with any directions given by the Trustees. It must report its decisions and activities fully and promptly to the Trustees. It must not incur expenditure on behalf of the Charity except in accordance with a budget previously agreed by the Trustees and noted in the minutes.

8.4 Any delegation under section 8 shall not relieve the Trustees of their responsibility of exercising reasonable supervision over the acts of their delegates.

8.5 The Trustees must consider from time to time whether the powers or functions which they have delegated should continue to be delegated.

9. Power to Act on Advice:

9.1 The Trustees may act in accordance with the opinion of any solicitor or barrister or a competent officer of the Charity Commission concerning any dispute over anything related to the Trust Fund or to the Trustees' duties.

9.2 They may pay any fees incurred out of the Trust Fund.

10. Power to Release Powers:

10.1 The Trustees may release, extinguish or restrict the future use of any power or discretion conferred upon them. This power may be exercised by the Trustees executing a deed to that effect. The deed may bind successive Trustees if it is expressed so to do.

11. Power of Amendment:

11.1 The Trustees may vary any administrative provisions of the Charity. They may add any further administrative provisions they consider expedient to further the objects of the Charity.

11.2 This power may be exercised by the Trustees executing a deed but no variation may be made that results in the Charity ceasing to be charitable.

SCHEDULE 4:**1. Terminology:**

In this deed, these words have the following meaning:

Beneficiary or beneficiaries: a person or group of people eligible to benefit from a charity.

Charitable: Charitable according to the law of England and Wales currently The Charities Act 2011.

Connected person: a child, parent, grandchild, grandparent, brother or sister of the Trustee;

the spouse or civil partner of the Trustee or of any person falling within sub-clause (a) above;

a person carrying on business in partnership with the Trustee or with any person falling within sub-clause (a) or (b) above;

an institution which is controlled –
by the Trustee or any connected person falling 'within sub-clause (a), (b), or (c) above; or
by two or more persons falling within sub-clause (d)(i), when taken together

a body corporate in which –
the Trustee of the Charity or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or
two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest.

Sections 350 – 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in sub-clause (2) above.

Custodian: A body appointed to hold legal title to the Trust Fund in accordance with Clause 18 of Schedule 2

Meeting: A duly constituted and quorate meeting of the Trustees of which proper notice has been given and which is recorded in writing.

The Objects: A statement of the exclusively charitable

purposes of the Charity that define the scope of the activities that can be engaged in by the organisation and subject to limited exceptions, the use of its resources.

The Specified Area: The area within which the Charity operates.

The Trust Fund: The total of:

- a) All monies held by the Trustees
- b) All other assets or property accepted by the Trustees as additions to the Trust Fund
- c) All accumulations of income by way of accretions to capital

The Trustees: In this deed, the expression 'the Trustees' refers to the individuals who are the Executive (voting) Trustees of the Charity at any given time. It includes the first trustees and their successors. The word 'Trustee' is used to refer to any one of the Trustees.

The current Executive Trustees of the Charity are listed in Schedule 1.

2. Interpretation of Terms In This Deed:

2.1 All references to particular legislation are to be understood as references to legislation in force at the date of this deed and also to any subsequent legislation that adds to, modifies or replaces that legislation

2.2 Where reference is made to a statutory provision this includes all subsequent enactments, amendments and modifications relating to that provision and any regulations made under it.

2.3 References to clauses, schedules and paragraphs are to the clauses, paragraphs and schedules of this deed unless stated otherwise.

2.4 References to the masculine gender include the feminine and neuter where appropriate and vice versa, Similarly references to the singular include the plural where appropriate and vice versa.

2.5 The headings in this deed are inserted for ease of reference only. They are not to affect its interpretation or construction.

2.6 References to the whole of the Trust Fund include references to part of it where the context permits and vice versa.

2.7 'must' means something is a legal or regulatory requirement or duty that trustees must comply with.

2.8 'should' means something is good practice that the Commission expects trustees to follow and apply to their charity