



DUXFORD ADVENT TRUST DEED

THIS DECLARATION OF TRUST is made on 19 November 2011 by the First Trustees

Name: Miss Sarah Blackaby
And
Name: Mrs Elizabeth Earle
And
Name: Revd Dr Jessica Martin
And
Name: Mr Simon Hoad (appointed 17 April 2012)

WITNESSES AS FOLLOWS

1. INTRODUCTION

1.1 The First Trustees hold the contents of:

Bank: The Royal Bank of Scotland
Branch address: *Confidential*
Account name: *Confidential*
Account Number: *Confidential*
Bank Sort Code: *Confidential*

on the trusts declared in this Deed ('the Trust')

1.2 Further money or property may be paid or transferred to the Trustees for the Trust

2. NAME AND OBJECTS

2.1 The name of the Trust is the Duxford Advent Trust.

2.2 The objects of the Trust are:

a. To further or benefit the residents of the Parish of Duxford and the neighbourhood, without distinction of sex, sexual orientation, race or of political, religious or other opinions by associating together the said residents and the local authorities, voluntary and other organisations in a common effort to advance education and to provide facilities in the interests of social welfare for recreation leisure time occupation with the objective of improving the conditions of life for the residents.

b. In furtherance of these objects, but not otherwise, the Trustees shall have power to establish or secure the establishment of a community centre and to maintain or manage or cooperate with any statutory authority in the

maintenance and management of such a centre for activities promoted by the charity in furtherance of the above objects.

- 2.3 The Trustees must use the income and may use the capital of the Trust in promoting the Objects

3. **POWERS**

The Trustees have the following powers, which may only be exercised in promoting the Objects:

- 3.1. To promote or carry out research
- 3.2. To provide advice
- 3.3. To publish or distribute information
- 3.4. To co-operate with other bodies
- 3.5. To support, administer or set up other charities
- 3.6. To raise funds (but not by means of taxable trading)
- 3.7. To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 3.8. To acquire or hire property of any kind
- 3.9. To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 3.10. To make grants or loans of money and to give guarantees
- 3.11. To set aside funds for special purposes or as reserves against future expenditure
- 3.12. To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification)
- 3.13. To delegate the management of financial investments to a financial expert, but only on terms that:
 - 3.13.1 the investment policy is recorded in writing for the financial expert by the Trustees
 - 3.13.2 every transaction is reported promptly to the Trustees
 - 3.13.3 the performance of the investments is reviewed regularly with the Trustees
 - 3.13.4 the Trustees are entitled to cancel the delegation arrangement at any time
 - 3.13.5 the investment policy and the delegation arrangement are reviewed at least once a year
 - 3.13.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt
 - 3.13.7 the financial expert must not do anything outside the powers of the Trustees
- 3.14 To insure the property of the Trust against any foreseeable risk and take out other insurance policies to protect the Trust when required
- 3.15 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is not alleged to be a breach of trust or breach of duty (unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or duty)
- 3.16 To pay reasonable fees to any nominee or holding trustee
- 3.17 Subject to clause 6.3 to employ paid or unpaid agents, staff or advisers
- 3.18 To enter into contracts to provide services to or on behalf of other bodies
- 3.19 To pay the costs of forming the Trust
- 3.20 To do anything else within the law which promotes or helps to promote the Objects

4. THE TRUSTEES

- 4.1 The Trustees as the charity trustees have control of the Trust and its property and funds
- 4.2 The full number of Trustees is **four** individuals.
- 4.3 Subject to clause 4.7 the First Trustees shall each hold office for the following periods:

Sarah Blackaby	1 year
Elizabeth Earle	2 years
Jessica Martin	3 years
Simon Hoad	2 years

- 4.4 Future Trustees must be appointed for terms of office of **4** years by resolution of the Trustees
- 4.5 A retiring Trustee who is competent to act may be re-appointed at the end of his / her term of office, but a Trustee shall not be eligible for re-appointment until **four years** after the end of **4** consecutive terms of office
- 4.6 Every future Trustee must sign a declaration of willingness to act as a Trustee of the Trust before he or she is eligible to vote at any meeting of the Trustees
- 4.7 A Trustee automatically ceases to be a Trustee if he or she:
 - 4.7.1 is disqualified under the Charities Act 1993 from acting as a charity trustee or trustee for a charity
 - 4.7.2 is incapable, whether mentally or physically, of managing his or her own affairs
 - 4.7.3 is absent from **three** consecutive meetings of the Trustees
 - 4.7.4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office)
 - 4.7.5 is removed by a resolution passed by all the other Trustees after inviting the views of the Trustee concerned and considering the matter in the light of any such view
- 4.8 A retiring Trustee is entitled to an indemnity from the continuing Trustees at the expense of the Trust in respect of any liabilities properly incurred during his or her trusteeship
- 4.9 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken by the Trustees

5. PROCEEDINGS OF TRUSTEES

- 5.1 The Trustees must hold at least **two** meetings each year
- 5.2 A quorum at a meeting is **two** Trustees
- 5.3 A meeting may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants
- 5.4 The Chair of the Trustees or (if the Chair is unable or unwilling to do so) some other Trustee chosen by them presides at each meeting
- 5.5 Except where otherwise provided in this Deed, every issue may be determined by a simple majority of the votes cast at a meeting of the Trustees but a resolution which is in writing and signed by all the Trustees is as valid as a resolution passed at a meeting and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature

- 5.6 Except for the Chair of the meeting, who has a second or casting vote, every Trustee has one vote on each issue
- 5.7 The Trustees have the following powers in the administration of the Trust:
 - 5.7.1 to appoint a Chair, Treasurer and other honorary officers
 - 5.7.2 to delegate any of their functions to committees consisting of two or more persons. **One** member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees
 - 5.7.3 to make rules consistent with this Deed to govern proceedings at their meetings and at the meetings of committees
 - 5.7.4 to make regulations consistent with this Deed to govern the use and application of the income, [property and funds] of the Trust including regulations about the operation of bank accounts and the commitment of funds

6. **PROPERTY AND FUNDS**

- 6.1 Any Trustee who possesses specialist skills or knowledge, and any firm or company of which such a Trustee is member or employer, may charge and be paid reasonable fees for work carried out for the Trust on the instructions of the other Trustees (but only if the procedure prescribed by clause 6.3 is followed in selecting the Trustee, firm or company and setting the amount of the fees and provided that this provision may not apply to more than one half of the Trustees in any one financial year)
- 6.2 No Trustee may receive from the Trust any payment of money or other material benefit (whether direct or indirect) except
 - 6.2.1 under clauses 3.15 (indemnity insurance) and 6.1 (fees)
 - 6.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Trust
 - 6.2.3 interest at a reasonable rate on money lent to the Trust
 - 6.2.4 a reasonable rent or hiring fee for property lent or hired to the Trust
 - 6.2.5 an indemnity in respect of any liabilities incurred in or about the administration of the Trust (including the costs of a successful defence to criminal proceedings)
 - 6.2.6 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 6.3 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or any committee, the Trustee concerned must:
 - 6.3.1 declare an interest before discussion on the matter begins
 - 6.3.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information
 - 6.3.3 not be counted in the quorum during that part of the meeting
 - 6.3.4 withdraw during the vote and have no vote on the matter
- 6.4 Funds which are not required for immediate use or which will be required for use at a future date must be placed on deposit or invested in accordance with clause 3.12 until needed
- 6.5 Investments and other property of the Trust may be held:
 - 6.5.1 in the names of the Trustees (or in the name of the trustee body if incorporated under the Charities Act 1993)

- 6.5.2 in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting on their instructions
- 6.5.3 in the name of a trust corporation as a holding trustee for the Trust which must be appointed (and may be removed) by deed executed by the Trustees
- 6.5.4 in the case of land, by the Official Custodian for Charities under an order of the Commission or the Court

7. RECORDS AND ACCOUNTS

- 7.1 The Trustees must comply with the requirements of the Charities Act 1993 relating to the keeping of financial records, the audit or independent examination of the accounts and the preparation and transmission to the Commission of:
 - 7.1.1 annual reports
 - 7.1.2 annual returns
 - 7.1.3 annual statements of account
- 7.2 The Trustees must maintain proper records of:
 - 7.2.1 all proceedings at meetings of the Trustees
 - 7.2.2 all reports of committees
 - 7.2.3 all professional advice obtained
- 7.3 Financial records, annual reports and statements of account relating to the Trust must be available for inspection by any Trustee
- 7.4 A copy of the latest available statement of account must be supplied to any person who makes a written request and pays the Trustees reasonable costs (as required by the Charities Act 1993)

8. AMENDMENTS

- 8.1 This Deed may be amended by supplemental deed on a resolution passed by **all** of the Trustees but no amendment is valid if it would make a fundamental change to the Objects or to this clause or destroy the charitable status of the Trust. No amendment may be made to clauses 6.2, 6.3, or 6.4 without the prior written consent of the Commission

9. AMALGAMATION

- 9.1 The Trustees may at any time on a resolution passed by all of the Trustees transfer the assets and liabilities of the Trust to another charity established for exclusively charitable purposes with the same or similar Objects
- 9.2 On a transfer under clause 9.1 the Trustees must ensure that all necessary steps are taken as to:
 - 9.2.1 the transfer of land and other property
 - 9.2.2 the novation of contracts of employment and the transfer of any pension rights
 - 9.2.3 the trusteeship of any property held for special purposes

10. DISSOLUTION

- 10.1 The Trustees may at any time decide by resolution passed by at least (*percentage*) of the Trustees that the Trust is to be dissolved. The Trustees will then be responsible for the orderly winding up of the Trust's affairs
- 10.2 After making provision for all outstanding liabilities of the Trust, the Trustees must apply the remaining property and funds in one or more of the following ways:
- 10.2.1 by transfer to one or more other bodies established for exclusively charitable purposes with the same or similar Objects
 - 10.2.2 directly for the Objects, or for charitable purposes within or similar to the Objects
 - 10.2.3 in such other manner consistent with charitable status as the Commission approve in writing in advance
- 10.3 A final report and statement of account relating to the Trust must be sent to the Commission

11. INTERPRETATION

In this Deed:

- 11.1 **'The Chair'** means the person appointed by the Trustees to preside at their meetings
'charity trustees' has the meaning prescribed by section 97(1) of the Charities Act 1993
'the Commission' means the Charity Commissioners for England and Wales
'financial expert' means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986
'fundamental change' means such a change as would not have been within the reasonable contemplation of a person making a donation to the Trust
'holding trustee' means an individual or corporate body responsible for holding the title to property but not authorised to make any decisions relating to its use, investment or disposal
'independent examiner' has the meaning prescribed by section 43(3)(a) of the Charities Act 1993
'material benefit' means a benefit which may not be financial but has a monetary value
'the Objects' means the charitable objects of the Trust set out in clause 2
'taxable trading' means carrying on a trade or business on a continuing basis for the principle purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits of which are liable to tax
'the Trust' means the charity created by this Deed
'trust corporation' has the meaning prescribed by section 205(1)(xxviii) of the Law of Property Act 1925 but does not include the Public Trustee
'Trustee' means a charity trustee of the Trust
'written' or 'in writing' refers to a legible document on paper including a fax message
'year' means calendar year
- 11.2 References to an Act of Parliament are references to the Acts as amended or re-enacted from time to time and to any subordinate legislation made under it