

DATED 14TH OCTOBER 2014

DECLARATION OF TRUST

relating to

DALSTON PARISH CHARITABLE TRUST

THIS DECLARATION OF TRUST is made as a **DEED** on 14th October 2014

BY:

- (1) Peter Ebbatson of Black Dish, Hawksdale, Dalston CA5 7BL
 - (2) David Bryan Craig of 11 Buebank Road, Dalston CA5 7RE
 - (3) Christopher Dougal Kyle of Moordyke, Unthank, Dalston CA5 7BA
- (together "**the First Trustees**")

WHEREAS:

- (a) The First Trustees shall hold the sum of £1000 (One Thousand pounds) on the trusts declared in this deed.
- (b) The First Trustees expect that more money or assets will be acquired by them on the same trusts.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. ADMINISTRATION

The charitable trust created by this deed ("the charity") shall be administered by the Trustees. In this deed, the expression "the Trustees" refers to the individuals who are the 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.

2. NAME

The Charity shall be called "Dalston Parish Charitable Trust" but the Trustees may by resolution change the Charity's name from time to time **PROVIDED THAT** before doing so they must obtain the written approval of the Charity Commission for England and Wales ("**the Commission**") for the new name.

3. OBJECTS

The objects of the Charity ("the objects") are:

- 3.1 To benefit the residents of the parish of Dalston either in part or as a whole
- 3.2 To assist young people (aged under 25) resident in the parish to take part in activities (whether academic, sporting, travel or otherwise) in which they might normally not have the opportunity to be involved.
- 3.3 To assist young people (aged under 25) resident in the parish with their education, development and training.

- 3.4 To benefit the elderly (aged over 60) living in the parish.
- 3.5 To assist financially organisations in the parish (whether charitable or not) who are providing services or events for the benefit of the residents of the parish.
- 3.6 To support the activities of any organisation or individual whose efforts are directed towards enhancing the quality of life for the residents of the parish.
- 3.7 To accept monies arising as a result of Section 106 agreements relating to planning in the parish and to distribute these monies in accordance with the terms and conditions attached to the relevant Section 106 award.
- 3.8 To co-ordinate activities with other Dalston organisations to secure the best outcome and use of resources for the parish.

4. APPLICATION OF INCOME AND CAPITAL

The Trustees must apply the income and, at their discretion all or part of the capital, of the charity in furthering the objects. The income of the Trust can be accumulated in the short term if the Trustees so decide.

5. POWERS

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

- 5.1.1 to raise funds provided that in exercising this power, the Trustees must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;
- 5.1.2 to buy, take on lease or in exchange, hire or otherwise acquire property and to maintain and equip it for use;
- 5.1.3 to 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 sections 117 – 122 of the Charities Act 2011;
- 5.1.4 to 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. 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;
- 5.1.5 to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- 5.1.6 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the objects;
- 5.1.7 to acquire, merge with or enter into any partnership or joint venture arrangement with any other Charity formed for any of the objects;
- 5.1.8 to create such advisory committees as the Trustees think fit;

- 5.1.9 to employ and remunerate such staff as are necessary for carrying out the work of the Charity;
- 5.1.10 to do any other lawful thing that is necessary or desirable for the achievement of the Objects.

6. STATUTORY POWERS

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.

7. DELEGATION

- 7.1 In addition to their statutory powers, the Trustees may delegate any of their powers or functions to a committee of two or more Trustees. A committee must:-
 - 7.1.1 act in accordance with any directions given by the Trustees;
 - 7.1.2 report its decisions and activities fully and promptly to the Trustees;
 - 7.1.3 not incur expenditure on behalf of the Charity except in accordance with a budget previously agreed by the Trustees;
- 7.2 The Trustees must exercise their powers jointly at properly convened meetings except where they have:-
 - 7.2.1 delegated the exercise of the powers (either under this provision or under any statutory provision); or
 - 7.2.2 made some other arrangements, by regulations under clause 22 of this deed
- 7.3 The Trustees must consider from time to time whether the powers or functions which they have delegated should continue to be delegated

8. DUTY OF CARE AND EXTENT OF LIABILITY

- 8.1 When exercising any power (whether given to them by this Deed, or 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 claims to have ("**the Duty of care**").
- 8.2 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.

9. APPOINTMENT OF TRUSTEES

- 9.1 There must be at least three Trustees with a maximum of five.
- 9.2 Three of the Trustees must be members of the Dalston Parish Council.
- 9.3 Apart from the First Trustees, every Trustee must be appointed for a term of three years by a resolution of the Trustees passed at a special meeting called under clause 15 of this Deed. A Trustee who is appointed as a representative member of Dalston Parish Council shall on ceasing to be a member of Dalston Parish Council continue as a Trustee for a period of three months when they will then cease to be a Trustee.
- 9.4 The Trustees where possible shall ensure that the additional two Trustees who are appointed are individuals who are not members of the Dalston Parish Council.
- 9.5 In selecting individuals for appointment as Trustees, the Trustees must have regard to the skills knowledge and experience needed for the effective administration of the Charity.
- 9.6 The Trustees must keep a record of the name and address and the dates of appointment, re-appointment and retirement of each Trustee.
- 9.7 The Trustees must make available to each new Trustee, on his or her first appointment;
- 9.7.1 a copy of this Deed and any amendments made to it;
- 9.7.2 a copy of the Charity's latest report and statement of accounts.
- 9.8 The Trustees must be resident in Dalston Parish
- 9.9 The First Trustees shall hold office until 30 April 2018:
- 9.10 No Trustee shall hold office for a continuous period of more than five years

PROVIDED THAT each of the First Trustees may be eligible for re-election upon the expiry of their term of office in accordance with clause 11 of this Deed if a vacancy should arise.

10. ELIGIBILITY FOR TRUSTEESHIP

- 10.1 No person shall be appointed as a Trustee:
- 10.1.1 if he or she is under the age of 18 years; or
- 10.1.2 if he or she would at once be disqualified from office under the provisions of clause 11 of this Deed.
- 10.1 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 writing his or her acceptance of the office of Trustee of Charity

11. TERMINATION OF TRUSTEESHIP

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

- 11.1 is disqualified for 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;
- 11.2 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.
- 11.3 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; or
- 11.4 notifies to the trustees a wish to resign in writing (but only if enough Trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings).

12. VACANCIES

- 12.1 if a vacancy occurs the Trustees must note that fact in the minutes of their next meeting.
- 12.2 any eligible Trustee may be re-appointed
- 12.3 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.

13. ORDINARY MEETINGS

The Trustees must hold at least two ordinary meetings each year. One such meeting in each year must involve the physical presence of those Trustees who attend the meeting. Any other meeting may take such form, including video conferencing, as the Trustees may decide provided that the form chosen enables the Trustees both to see and hear each other.

14. CALLING MEETINGS

- 14.1 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. 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 10 (ten) days' clear notice must be given to the other Trustees.
- 14.2 The first meeting of the Trustees must be called by 30 September 2014 or, if no meeting has been called within three months after the date of this Deed, by any two of the Trustees.

15. SPECIAL MEETINGS

A special meeting may be called at any time by the person elected to chair meetings of the Trustees. Not less than four days' clear notice must be given to the other Trustees of the matters to be discussed at the meeting. However, 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 (twenty one) days' notice must be given. A special meeting may be called to take place immediately after or before an ordinary meeting.

16. CHAIRING OF MEETINGS

- 16.1 The Trustees at their first ordinary meeting in each year must elect one of their number to chair their meetings. The person elected shall always be eligible for re-election. If that person is not present within ten minutes after the time appointed for holding a meeting, or if no one has been elected or if the person elected has ceased to be a Trustee, the Trustees present must choose one of their number to chair the meeting.
- 16.2 The person elected to chair meetings of the Trustees shall have no other additional functions or powers except those conferred by this Deed or delegated to him or her by the Trustees.

17. QUORUM

- 17.1 Subject to the following provision of this clause, no business shall be conducted at a meeting of the Trustees unless at least a majority of the total number of Trustees at the time, or two Trustees (which ever is the greater) are present throughout the meeting.
- 17.2 The Trustees may make regulations specifying different quorums for meetings dealing with different types of business.

18. VOTING

- 18.1 At meetings, decisions must be made by a majority of the Trustees present and voting on the question.
- 18.2 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.

19. CONFLICTS OF INTERESTS AND CONFLICTS OF LOYALTIES

A Trustee must:

- 19.1 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
- 19.2 absent himself or herself from any discussions of the Trustees 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).

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

20. SAVING PROVISIONS

20.1 Subject to sub-clause (20.2) of this clause, all decisions of the Trustees, or of a committee of the Trustees, shall be valid notwithstanding the participation in any vote of a Trustee:

20.1.1 who is disqualified from holding office;

20.1.2 who had previously retired or who had been obliged by this deed to vacate office;

20.1.3 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 and that Trustee being counted in the quorum, the decision has been made by a majority of the Trustees at a quorate meeting.

20.2 Sub-clause (20.1) of this clause does not permit a Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if, but for sub-clause (20.1), the resolution would have been void, or if the Trustee has not complied with clause 19 (conflicts of interests and conflicts of loyalties).

21. MINUTES

The Trustees must keep minutes, in books kept for the purpose or by such other 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. The Trustees must approve the minutes in accordance with the procedures, laid down in regulations made under clause 22 of this Deed.

22. GENERAL POWER TO MAKE REGULATIONS

22.1 The Trustees may from time to time make regulations for the management of the Charity and for the conduct of their business, including:

22.1.1 the calling of meetings;

22.1.2 methods of making decisions in order to deal with cases of urgency when a meeting is impractical;

22.1.3 The deposit of money at a bank;

22.1.4 the custody of documents; and

22.1.5 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.

- 22.1.6 The Trustees must not make regulations which are inconsistent with anything in this deed and in the event of conflict, the terms of this Deed shall prevail.

23. DISPUTES

If a dispute arises between the Trustees about the validity or propriety of anything done by the Trustees 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.

24. ACCOUNTS, ANNUAL REPORT AND ANNUAL RETURN

- 24.1 The Trustees must comply with their obligations under the Charities Act 2011 with regard to:

- 24.1.1 the keeping of accounting records for the Charity;
- 24.1.2 the preparation of annual statements of account for the Charity;
- 24.1.3 the auditing or independent examination of the statements of account of the Charity;
- 24.1.4 the transmission of the statements of account of the Charity to the Commission;
- 24.1.5 the preparation of an annual report and its transmission to the Commission;
- 24.1.6 the preparation of an annual return and its transmission to the Commission.
- 24.1.7 the provision of a copy of the annual statements of account and annual report to Dalston Parish Council.

25. REGISTERED PARTICULARS

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

26. BANK ACCOUNT

Any bank or building society in which any of the funds of the Charity are deposited must be operated by the Trustees and held in the name of the Charity. 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.

27. TRUSTEES NOT TO BENEFIT FINANCIALLY FROM THEIR TRUSTEESHIP

- 27.1 No Trustee may receive remuneration for any service provided to the Charity.
- 27.2 No Trustee may acquire any interest in property belonging to the Charity or be interested in any contract entered into by the Trustees otherwise than as a Trustee of the Charity unless expressly authorised in writing in advance by the Commission to do so.
- 27.3 No Trustee may receive any other financial benefit from the Charity
- 27.4 In this clause:-
- 27.4.1 "Charity" shall include any company in which the Charity:
- (a) holds more than 50% of the shares; or
 - (b) controls more than 50% of the voting rights attached to the shares; or
 - (c) has the right to appoint one or more directors to the Board of the company.
- 27.4.2 "Trustee" shall include any child, parent, grandchild, grandparent, brother, sister or spouse of the Trustee or any person living with the Trustee as his or her partner.

28 APPLICATION OF INCOME AND PROPERTY

- 28.1 The income and property of the Charity must be applied solely towards the promotion of the objects.
- 28.1.1 A Trustee is entitled to be reimbursed out of the 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
- 28.1.2 A Trustee may benefit from trustee indemnity insurance cover purchased at the charity's expense in accordance with and subject to the conditions in section 189 of the Charities Act 2011
- 28.1.3 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.

29 REPAIR AND INSURANCE

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 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.

30 EXPENSES

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.

31 AMENDMENT OF TRUST DEED

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

31.1.2 no amendment may be made to clause 4 (Application of Income), clause 8 (Duty of care and extent of liability), clause 27 (Trustees not to benefit from their Trusteeship), clause 33 (Dissolution) or this clause without the prior consent in writing of the Commission; and

31.1.3 no amendment may be made whose effect is that the Charity ceases to be a Charity at law.

31.2 Any amendment of this Deed must be made by following a decision of the Trustees made at a special meeting.

31.3 The Trustees must send to the Commission a certified copy of the deed effecting any amendment made under this clause within three months of it being made.

32 DALSTON PARISH COUNCIL

32.1 If Dalston Parish Council ceases to exist as a local government organisation in its form as at October 2014 the Trust will continue incorporating:

32.1.2 in clause 3 references to the parish shall mean the area which at September 2014 represents the parish of Dalston.

32.1.3 in clauses 9.2, 9.3 and 9.4 references to Dalston Parish Council shall cease to have effect.

32.1.4 in clause 9.8 the references to Dalston Parish shall mean the area which at October 2014 represents the parish of Dalston.

32.1.5 clause 24.1.7 shall cease to have effect.

33 DISSOLUTION

33.1 The Trustees may dissolve the Charity if they decide that it is necessary or desirable to do so. To be effective, a proposal to dissolve the Charity must be passed at a special meeting by a two-thirds majority of the Trustees. Any assets of the charity that are left after the Charity's debts have been paid ("the net assets") must be given:-

33.1.2 to another Charity (or other Charities) with objects that are no wider than the Charity's own, for the general purposes of the recipient Charity (or Charities); or

33.1.3 to any Charity for use for particular purposes which fall within the Charity's objects.

- 33.2 The Commission must be notified promptly that the Charity has been dissolved and, if the Trustees were 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.

34 INTERPRETATION

In this Deed, 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.

IN WITNESS of this deed the parties to it have signed below.

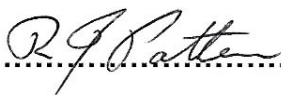
1. Signed as a deed by:

Peter Ebbatson



on this Tuesday (day) of 14 October (month) 2014 (year)

in the presence of:



Witness's name:

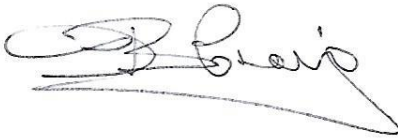
ROBERT JOHN POTTER

Witness's address:

GARDEW HOUSE

DALSTON

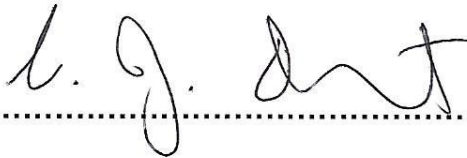
2. Signed as a deed by:



David Bryan Craig

on this 14th (day) of OCTOBER (month) 2014 (year)

in the presence of:



Witness's name:

CHRISTOPHER JOHN DROUET J.P.

Witness's address:

ASH TREES HALLFIELD DARSTON

CUMBRIA CA5 7QH

3. Signed as a deed by:

Christopher Dougal Kyle



on this 14th (day) of OCTOBER (month) 2014 (year)

in the presence of:



Witness's name:

A. R. AULD

Witness's address:

BANNELDARE UNTHANTH

DARSTON CARLISLE

CUMBRIA CA5 7BA