

The Charity Commission

The Charity Commission is the independent regulator of charities in England and Wales. Its aim is to provide the best possible regulation of charities in England and Wales in order to increase charities' effectiveness and public confidence and trust. Most charities must register with the Commission, although some special types of charity do not have to register. There are some 190,000 registered charities in England and Wales. In Scotland the framework is different, and the Commission does not regulate Scottish charities.

The Commission provides a wide range of advice and guidance to charities and their trustees, and can often help with problems. Registered charities with an annual income or expenditure over £10,000 must provide annual information and accounts to the Commission. The Commission has wide powers to intervene in the affairs of a charity where things have gone wrong.

More information about the Commission together with a range of guidance for charities can be found on our website www.charitycommission.gov.uk, or by contacting Charity Commission Direct:

Telephone: **0845 300 0218**
Typetalk: **0845 300 0219**
By post: **Charity Commission Direct**
PO Box 1227
Liverpool
L69 3UG

Charitable Trusts: Model Trust Deed (GD2)

A trust is likely to be appropriate where the Charity:

- will not have a membership; and
- is unlikely to employ a significant number of staff or carry on any kind of business.

You may find it helpful to begin by reading our guidance *Registering as a Charity* (CC21) and *Choosing and Preparing a Governing Document* (CC22). The checklist of questions referred to in *Registering as a Charity* will help you to decide how best to set up the Charity. *Choosing and Preparing a Governing Document* gives advice on the practicalities of completing the Charity's governing document and on the different provisions which may be needed. If you then propose to use the model declaration of trust, please read it through carefully, including the guidance notes. The Application to register a charity pack contains guidance and forms (CC5a, CC5b and CC5c) to enable you to apply to us for registration of the Charity.

The model provides some alternative clauses. Which clauses you choose will depend on how you wish the Charity to be structured and to operate. Although the model is intended to be sufficiently flexible to deal with most eventualities, you may want to include special or complex provisions which are not contained in it. In that event, you should consider asking a solicitor to help you. When you have completed this document, please check that you have filled in all the gaps, deleted any clauses which are not appropriate and numbered all the remaining clauses in sequence.

The next steps after completing the model Trust Deed will be to:

- execute the deed - this involves signing and dating it in the presence of a witness - the notes give more detail about this;
- check whether the deed needs to be stamped by HM Revenue and Customs (see below);
- make one copy of the deed (endorsing each with a certificate to the effect that it is a true copy of the original) – we will need copies of the stamped deed if it requires stamping; and
- send one copy of the (stamped) deed along with the completed CC5a and CC5c to the Charity Commission at the address given below.

Charity Commission Direct

PO Box 1227
Liverpool
L69 3UG

General Enquiries: 0845 300 0218
Website: www.charitycommission.gov.uk

Does the deed need to be stamped?

Deeds executed before 1 December 2003 require stamping.

Deeds executed on or after 1 December 2003 but before 13 March 2008 only require stamping if the deed declares trust over stocks and shares.

Deeds executed on or after 13 March 2008 do not require stamping.

If your Deed needs to be stamped then it should be sent to:

HM Revenue & Customs
Birmingham Stamp Office
City Centre House
30 Union Street
Birmingham
B2 4AR

Further information can be found on the HM Revenue and Customs website (www.hmrc.gov.uk) or by ringing the Stamp Duty helpline: 0845 603 0135.

Notes

First Trustees - Insert full names and addresses. (Clause 9 specifies the minimum number of Trustees.) The first Trustees should be the same people whose signatures are witnessed at the end of this declaration of trust and whose names appear on the declaration form CC5c. The Charity Trustees will be subject to a number of legal duties which are set out in our guidance *The Essential Trustee: What you need to know* (CC3). All prospective Charity Trustees should read that guidance before taking up office.

Starting Sum - Insert a description of the money or other property held. A trust cannot exist unless there is some money or property that is subject to it. A token sum of money is sufficient to create a charitable trust, but may not be enough to enable the trust to qualify for registration (see *Registering as a Charity*).

Clause 2 - It is a practical (but not a legal) necessity that the Charity should have a name. The power in this clause can be exercised whenever the Trustees think that the Charity's interests will be served by changing its name. In general, the Commission will object to a new name only if it infringes the principles set out in section 6 of the Charities Act 1993 (briefly, if the name is too similar to that of another Charity, or is in some other way misleading or misrepresentative, or is offensive).

THIS DECLARATION OF TRUST IS MADE

theday of20by

.....
.....
.....
.....
.....
.....
.....
.....
.....

("the first Trustees")

The first Trustees hold the sum of

£.....
.....

on the trusts declared in this deed and they 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

.....
.....

but the Trustees may by resolution change the Charity's name from time to time. Before doing so they must obtain the written approval of the Charity Commission for England and Wales ("the Commission") for the new name.

Notes

Clause 5 - Include any of the powers from the following sub-clauses which you consider necessary, numbered in sequence. Some powers are implicit in a Charity's objects (for example, if the object is to provide a school, the Trustees have an implicit power to acquire premises). Other powers are given by statute, often only if specific conditions are met. For example, the Trustee Act 2000 gives Trustees power to acquire and dispose of land, to borrow money in many circumstances, to delegate much of the running of the Charity and to invest. However, there are some things that can be done only if the Charity's governing document provides express power to do them. It is sensible to set out all the powers that the Charity is likely to need, for the avoidance of doubt and to remind Trustees of the conditions that have to be met when they exercise those powers.

Clause 5(i) - This sub-clause provides a general power to raise funds through a wide variety of methods including inviting and receiving donations and legacies. The only restriction here is that it does not allow the Charity to engage in substantial permanent trading for the purpose of raising funds. (Although trading on a small scale is allowed; HM Revenue and Customs provides guidance on the tax treatment of different sorts of trading.) If your Charity is likely to raise funds from trading, our guidance *Charities and Trading* (CC35) provides detailed advice. This subclause does not prevent trading in order to carry out the Charity's object - for example, an educational Charity can charge fees for the educational services it provides.

Clause 5(ii) - This power is helpful if the Trustees wish to acquire property either for use as office premises or functionally (such as a playground or school site). Our guidance *Acquiring Land* (CC33) contains further guidance on the issue. When the Trustees acquire land for the Charity, the ownership of the land cannot rest with the Charity directly as it has no separate legal identity. The Trustees will therefore need to ensure that title to the Charity's land is held in the name of individuals, or a company, in trust on behalf of the Charity. Typically this can be some or all of the Trustees, the Official Custodian for Charities (see *The Official Custodian for Charities' Land Holding Service* - CC13) or a nominee - see clause 6 notes.

Clause 5(iii) - This power enables the Charity to dispose of its property. Sections 36 and 37 of the Charities Act 1993, as amended by the Charities Act 2006, apply to most charities and require Trustees to comply with certain conditions to ensure that they dispose of the property for the best price reasonably obtainable. Our guidance *Disposing of Charity Land* (CC28) provides more information about this.

continued

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):

- (i) to raise funds. In exercising this power, the Trustees must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;
- (ii) to buy, take on lease or in exchange, hire or otherwise acquire property and to maintain and equip it for use;
- (iii) 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 36 and 37 of the Charities Act 1993, as amended by the Charities Act 2006;
- (iv) 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 38 and 39 of the Charities Act 1993, as amended by the Charities Act 2006, if they wish to mortgage land owned by the Charity;
- (v) to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- (vi) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the objects;
- (vii) to acquire, merge with or enter into any partnership or joint venture arrangement with any other Charity formed for any of the objects;
- (viii) to create such advisory committees as the Trustees think fit;
- (ix) to employ and remunerate such staff as are necessary for carrying out the work of the Charity;
- (x) to do any other lawful thing that is necessary or desirable for the achievement of the objects.

Notes

Clause 5(iv) - This provides the Trustees with an explicit power to borrow. It also makes clear that if this power to borrow involves securing the loan on assets of the Charity the Trustees must comply with the requirements of the Charities Act 1993, as amended by the Charities Act 2006. Briefly, the Act requires that the Trustees take advice and provide certain certificates/statements when they are borrowing money by way of mortgage. Our Operational Guidance OG22 on our website provides detailed information on this.

Clause 5(ix) - This power cannot be used to employ Trustees as staff. See clause 25.

Clause 6 - The Trustees will have the wide powers conferred by the Trustee Act 2000, whether or not they are expressly included in this document. The statutory power of investment requires the Trustees to take advice and to consider the need to invest in a range of different investments. Our guidance *Investment of Charitable Funds: Basic Principles* (CC14) provides more information about Charity investments. The powers to employ agents, nominees and custodians is of particular use where a Charity wishes to use an investment manager or where it owns land and needs a nominee to hold land on its behalf - see note to clause 5(ii).

Clause 7 - The Trustees are responsible for supervising the activities of their delegates.

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

- (i) 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 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.
- (ii) 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 clause 21.
- (iii) 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

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 has or claims to have ("the duty of care").

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.

Notes

Clause 9 - Unless the Charity is to be administered by a company, we recommend that there are at least three Trustees. This will help with the quality of decision making and the sharing of the responsibilities and duties that attach to trusteeship. If you wish to set a different minimum number, change the figure in the square brackets. We would recommend that Trustees are appointed for a fixed term and if you choose this option, delete the square brackets and complete the number for the term of years. If the appointment is not to be for a fixed term, delete the text in the square brackets. When you have completed this sub-clause, delete the sets of square brackets.

Clause 9(iv) - Our guidance *Finding New Trustees: What charities need to know* (CC30) provides guidance on effective methods of recruiting new Trustees. This includes advice on what information to provide new Trustees with - in addition to (a) and (b) here, the Trustees might wish to provide a copy of the minutes covering the previous year's meetings.

Clause 9(v) - The first Trustees are those individuals named at the beginning of this deed. There is no need to include sub-clause (v) if the Trustees will continue in post until they retire. There are, however, benefits in including fixed periods of appointment, not least by ensuring that the appointments are regularly reviewed. If this sub-clause is included, we recommend that you 'stagger' the terms of office of the first Trustees to ensure that they do not all go out of office at the same time. For example, if there are three Trustees, one might be appointed for five years, one for four years and one for three years.

9. Appointment of Trustees

- (i) There must be at least [three] Trustees. Apart from the first Trustees, every Trustee must be appointed [for a term of years] by a resolution of the Trustees passed at a special meeting called under clause 15 of this deed.
- (ii) 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.
- (iii) The Trustees must keep a record of the name and address and the dates of appointment, re-appointment and retirement of each Trustee.
- (iv) The Trustees must make available to each new 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.
- (v) The first Trustees shall hold office for the following periods respectively:

.....

.....

.....

.....

.....

.....

.....

10. Eligibility for trusteeship

- (i) No one shall be appointed as a Trustee:
 - (a) if he or she is under the age of 18 years; or
 - (b) if he or she would at once be disqualified from office under the provisions of clause [11] of this deed.
- (ii) 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.

Clause 11(i) - Our guidance *Finding New Trustees: What charities need to know* (CC30) explains what section 72 of this Act covers. In very broad terms, someone who has been convicted of offences involving deception or fraud, or who is an undischarged bankrupt or who has been removed from office as a Trustee by us will be disqualified for acting as a Trustee.

Clause 13 - We provide guidance on meetings in our guidance *Charities and Meetings* (CC48).

Clause 14 - Insert the name of one of the first Trustees who will call the first meeting. 'Clear' days does not include the day on which the notice would be received by the Trustee or the day on which the meeting is held. Section 81 of the Charities Act 1993 sets out how notice may be given by post. In broad terms, the Charity may send notice to each Trustee at the UK address held in the Charity's records: no notice is required for Trustees living outside the UK. The notice would be regarded as being received on the day when 'in the ordinary course of post' it is expected to arrive: so a first class letter should be expected to arrive 1 day after posting and that is the day on which the notice would be regarded as being received.

11. Termination of trusteeship

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

- (i) is disqualified for acting as a Trustee by virtue of section 72 of the Charities Act 1993 or any statutory re-enactment or modification of that provision;
- (ii) becomes incapable by reason of mental disorder, illness or injury of managing his or her own affairs;
- (iii) 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
- (iv) notifies 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).

12. Vacancies

If a vacancy occurs the Trustees must note the fact in the minutes of their next meeting. Any eligible Trustee may be re-appointed. So long as there are fewer than three Trustees, 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. 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.

14. Calling meetings

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 ten days' clear notice must be given to the other Trustees. The first meeting of the Trustees must be called by

.....

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 or 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. 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 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

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.

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

- (i) Subject to the following provision of this clause, no business shall be conducted 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.
- (ii) The Trustees may make regulations specifying different quorums for meetings dealing with different types of business.

18. Voting

At meetings, decisions must be made by a majority of the Trustees present and voting on the question. 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. Conflict of interest

A Trustee must 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).

Clause 21(v) - The Electronic Communications Act 2000 and the Electronic Signatures Regulations 2002 permit electronic signatures to be accepted as evidence, subject to certain conditions. This sub-clause summarises those conditions. Regulations are effectively the internal procedures adopted by the Trustees for the effective administration of the Charity. They cannot be used to change any of the provisions in this deed - clause 28 of this Deed sets out the procedure for amending the provisions of this deed.

Clause 22 - Guidance on our website sets out the key accounting requirements for charities. All charities with incomes over £10,000 must send accounts to the Charity Commission within 10 months of the end of the financial year to which the accounts relate.

Clause 22(v) - All charities with annual incomes of over £10,000 must send us their Annual Report within 10 months of the end of their financial year.

Clause 22(vi) - All charities with annual incomes of over £10,000 must complete an Annual Return and send it to us within 10 months of the end of their financial year: the return provides a summary of key financial data and is used by us for monitoring purposes to detect issues which might require our attention or guidance.

20. 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 21 of this deed.

21. General power to make regulations

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

- (i) the calling of meetings;
- (ii) methods of making decisions in order to deal with cases or urgency when a meeting is impractical;
- (iii) the deposit of money at a bank;
- (iv) the custody of documents; and
- (v) 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.)

The Trustees must not make regulations which are inconsistent with anything in this deed.

22. Accounts, Annual Report and Annual Return

The Trustees must comply with their obligations under the Charities Act 1993, as amended by the Charities Act 2006, with regard to:

- (i) the keeping of accounting records for the Charity;
- (ii) the preparation of annual statements of account for the Charity;
- (iii) the auditing or independent examination of the statements of account of the Charity;
- (iv) the transmission of the statements of account of the Charity to the Commission;
- (v) the preparation of an annual report and its transmission to the Commission;
- (vi) the preparation of an annual return and its transmission to the Commission.

Notes

Clause 23 - A Charity's entry includes its name, correspondence address, objects and governing document. The Commission issues to every Charity once a year an Annual Information Update form on which these details can conveniently be supplied. Trustees must provide details of any change in the entry although they do not have to use this form.

Clause 24 - The Trustees can make regulations (under clause 21) to allow others associated with the operation of the Charity such as employees or volunteers to sign cheques and other orders in relation to the Charity's bank accounts so long as these activities are properly managed so as to reduce the risk of fraud. For example, the Trustees might allow two senior employees or volunteers to sign cheques up to a defined face value, with a limit on the total value of cheques which they are authorised to sign in any one month. In the case of charities which operate electronic bank accounts, we have provided guidance on Trustee duties and best practice for operating such accounts. This is on our website under 'Guidance for Charities'.

Clause 25 - These options provide different degrees of authority for Trustees to be paid for services they provide to the Charity. The general legal principle is that no Trustee may benefit from his or her Charity unless he or she has express authority to do so. Use Option 1 if it is unlikely that a Trustee will need to be paid by the Charity: if the situation changes, our authority to any payment must be sought. Option 2 allows Trustees in certain professions to charge for their professional services provided either directly by themselves or by their firms. Option 3 is the widest in scope and should be used if it is likely that one or more of the Trustees will need to provide services to the Charity in return for payment.

Note that the powers provided by Options 2 and 3 must only be exercised where the Trustees can comply with the conditions laid down in those options which are intended to manage the inevitable conflict of interest that arises when a Trustee derives a benefit from the trust. Our guidance *Payment of Charity Trustees* (CC11) provides detailed guidance on the legal position with regard to payments to Trustees.

These powers cannot be adopted by existing charities without the authority of the Charity Commission.

None of these options permits the Trustees to receive payment for acting as Trustee.

This provision does not apply to the payment of expenses reasonably incurred by Trustees in the course of carrying out their duties to the Charity as Trustee (for example, travel costs to attend meetings) - these are permitted by the Trustee Act 2000 and by clause 27 below.

23. Registered particulars

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

24. Bank account

Any bank or building society account 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.

25. Trustees not to benefit financially from their Trusteeship

Option 1

- (i) Unless expressly authorised in writing in advance by the Commission to do so, no Trustee may buy goods or services from the Charity, or sell goods or services to the Charity or receive remuneration, or receive any other financial benefit from the Charity or from any trading company owned by the Charity.

Option 2

- (i) (a) Subject to paragraph (b) of sub clause (i) of this clause, no Trustee may receive remuneration for any service provided to the Charity and no Trustee may acquire any interest in property belonging to the Charity or be interested in any contract entered into by the Trustee otherwise than as a Trustee of the Charity unless expressly authorised in writing in advance by the Commission to do so.
- (b) Any Trustee who is a solicitor, accountant or engaged in any profession may charge and be paid all the usual professional charges for business done by him or her or his or her firm, when instructed by the other Trustees to act in a professional capacity on behalf of the Charity. However, at no time may a majority of the Trustees benefit under this provision and a Trustee must withdraw from any meeting of the Trustees at which his or her own instruction or remuneration or performance, or that of his or her firm, is under discussion.

Option 3

- (i) (a) No Trustee may buy goods or services from the Charity, or sell goods or services to the Charity, or receive remuneration, or receive any other financial benefit from the Charity or from any trading company owned by the Charity, except in accordance with this deed or with the prior written approval of the Commission and any conditions it prescribes.

- (b) The Trustees may employ, or enter into a contract for the supply of goods or services with, one of their number. Before doing so, the Trustees must be satisfied that it is in the best interests of the Charity to employ, or contract with, that Trustee rather than someone who has no connection with the Charity. In reaching that decision, they must balance the advantage of employing a Trustee against the disadvantages of doing so (especially the loss of the Trustee's services as a result of dealing with the Trustee's conflict of interest as required by the next sub-clause). The remuneration or other sums paid to the Trustee must not exceed an amount that is reasonable in all the circumstances. The Trustees must record the reason for their decision in their minute book.
 - (c) A Trustee must be absent from the part of any meeting at which his or her employment or remuneration, or any matter concerning the contract, are discussed. He or she must also be absent from the part of any meeting at which his or her performance in that employment, or his or her performance of the contract, is considered. He or she must not vote on any matter relating to his employment or the contract and must not be counted when calculating whether a quorum of Trustees is present at the meeting.
 - (d) At no time may a majority of the Trustees benefit under this provision.
- (ii) This clause applies to a firm or company of which a Trustee is:
- (a) a partner;
 - (b) an employee;
 - (c) a consultant;
 - (d) a director; or
 - (e) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Trustee holds less than 1% of the issued capital, as it applies to a Trustee personally.
- (iii) In this clause:
- (a) "Charity" shall include any company in which the Charity:
 - holds more than 50% of the shares; or
 - controls more than 50% of the voting rights attached to the shares; or
 - has the right to appoint one or more directors to the Board of the company.
 - (b) "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.

Notes

Clause 26 - These are the minimum requirements and Trustees should consider if any other forms of insurance are needed.

Clause 28(ii) - Note that a change of name under clause 2 need only be made by resolution; it does not require to be confirmed by deed.

26. 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 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.

27. 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.

28. Amendment of Trust Deed

- (i) The Trustees may amend the provisions of this deed, provided that:
 - (a) no amendment may be made to clause 3 (Application of Income), clause 8 (Duty of care), clause 25 (Trustees not to benefit financially from their trusteeship), clause 29 (Dissolution) or this clause without the prior consent in writing of the Commission; and
 - (b) no amendment may be made whose effect is that the Charity ceases to be a Charity at law.
- (ii) Any amendment of this deed must be made by deed following a decision of the Trustees made at a special meeting.
- (iii) 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.

29. Dissolution

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:

- (i) 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
- (ii) to any Charity for use for particular purposes which fall within the Charity's objects.

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.

30. 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.

Notes

This is set out to enable up to six Trustees to sign and for these signatures to be witnessed so that the document has the formality of a deed. The first Trustees named at the beginning of the document should sign. The witness(es) should be independent and not, for example, a close family relation of any of the first Trustees. The first Trustee should sign at 1(a) and the witness should sign at 1(b) and put his or her name and address where indicated; the next Trustee should sign at 2(a) and the witness to that signature should complete 2(b) and so on until all the Trustees have signed. If there are more than six Trustees, please add further space following the pattern adopted for the first six sets of details.

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

1. Signed as a deed by:

1(a)
on this(day) of(month)(year)

in the presence of:

1(b)

Witness's name:

.....

Witness's address:

.....

.....

.....

2. Signed as a deed by:

2(a)
on this(day) of(month)(year)

in the presence of:

2(b)

Witness's name:

.....

Witness's address:

.....

.....

.....

3. Signed as a deed by:

3(a)
on this(day) of(month)(year)

in the presence of:

3(b)

Witness's name:

.....

Witness's address:

.....

.....

.....

4. Signed as a deed by:

4(a)

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

in the presence of:

4(b)

Witness's name:

.....

Witness's address:

.....

.....

.....

5. Signed as a deed by:

5(a)

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

in the presence of:

5(b)

Witness's name:

.....

Witness's address:

.....

.....

.....

6. Signed as a deed by:

6(a)

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

in the presence of:

6(b)

Witness's name:

.....

Witness's address:

.....

.....

.....

This publication can also be accessed at the Charity Commission's website: www.charitycommission.gov.uk

© Crown copyright 2007. This publication (excluding the Royal Arms and departmental logos) may be reproduced free of charge in any format or medium provided that it is reproduced accurately and not used in a misleading context. The material must be acknowledged as Crown copyright and the title of the publication specified.

This publication is printed on paper obtained only from sustainable resources and is totally chlorine free.

Supplied by Linney Group.

xxxxxx xx/xxxx