

**DECLARATION OF TRUST**

of

**MUCH WENLOCK FORESTER CHARITABLE TRUST**

THIS DECLARATION OF TRUST made *16th February 2011* between the Settlor:  
THE EXTRACARE CHARITABLE TRUST a company limited by guarantee whose  
registered office address is at Abbey Park, Humber Road, Coventry CV3 4AQ (registered  
with the **Commission** under number 327816 and at Companies House under number  
02205136)

and

the **First Trustees:**

(1) MICHAEL HAROLD GRACE of Rookery Cottage, Sheinton Road, Sheinwood,  
Much Wenlock, Shropshire TF13 6NR

(2) ERIC WALTER HUMPHRIES of 2 Portland Drive, Much Wenlock, Shropshire,  
TF13 6EY

(3) DAVID RICHMOND TURNER of Woodhouse Farm, Much Wenlock, Shropshire  
TF13 6NZ

(4) MARK JOHN LAWS of Hinton House, 50 Sheinton Street, Much Wenlock,  
Shropshire TF13 6HU

(5) THE LADY LYDIA ANNE CLARE FORESTER of Lodge Farmhouse, Lodge Lane,  
Barrow, Broseley, Shropshire TF12 5BP

WITNESSES AS FOLLOWS:

1. INTRODUCTION

- 1.1 The Settlor has transferred to the First Trustees the sum of Two hundred and fifty thousand pounds (£250,000) on the trusts declared in this Deed.
- 1.2 Further money or property may be paid or transferred to the Trustees for the **Charity**.
- 1.3 The transfer referred to in clause 1.1 was authorised by the trustees of the Settlor on the 15<sup>th</sup> October 2010.

2. NAME & OBJECTS

- 2.1.1 The name of the Charity is MUCH WENLOCK FORESTER CHARITABLE TRUST (or any other name chosen by resolution of the Trustees but any change of name during the period of five years from the date of this Deed shall require the prior written consent of the Settlor in accordance with clauses 2.1.2 and 2.1.3 of this deed but such consent shall not be required for any change of name chosen after the whole of the **fund** has been spent.
- 2.1.2 Application for consent under clause 2.1.1 shall be made by the Trustees to the secretary for the time being of the Settlor at the registered office for the time being of the Settlor.
- 2.1.3 Such consent shall not be unreasonably withheld or delayed and in the absence of a response from the Settlor within one month of the application being served at the Settlor's registered office then the Settlor's consent to the change of name shall be deemed to have been given at the end of the said period of one month.
- 2.2 The **Objects** are to to relieve financial hardship, sickness and poor health

amongst elderly people resident in the area of benefit, including the funding and/or provision of specially designed or adapted housing and items, services or facilities calculated to relieve the needs of such persons.

- 2.3 The Trustees must use the income of the Charity in promoting the Objects and any use of the capital of the Charity must be for promoting the Objects.

### 3. POWERS

The Trustees have the following powers, which may be exercised only 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**).
- 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).
- 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 such advice from a **financial expert** as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification).

3.13 To delegate the management of investments to a financial expert, but only after supplying the financial expert with a copy of this Deed, and on terms that:

- (1) the investment policy is recorded **in writing** for the financial expert by the Trustees;
- (2) every transaction is reported promptly to the Trustees;
- (3) the performance of the investments is reviewed regularly with the Trustees;
- (4) the Trustees are entitled to cancel the delegation arrangement at any time;
- (5) the investment policy and the delegation arrangement are reviewed at least once a **year**;
- (6) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are reported promptly to the Trustees on receipt;
- (7) the financial expert must not do anything outside the powers of the Trustees.

3.14 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.

3.15 Subject to clause 7.3, to employ paid or unpaid agents, staff or advisers.

3.16 To enter into contracts to provide services to or on behalf of other bodies.

3.17 To establish or acquire subsidiary companies to assist or act as agents for

the Charity.

3.18 To employ and remunerate such staff as are necessary for carrying out the work of the Charity.

3.19 To create such advisory committees as the Trustees think fit.

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 **charity trustees** have control of the Charity and its property and funds.

4.2 The number of Trustees shall not exceed twelve (12) and shall not be less than five (5) and shall include two **nominated trustees**.

4.3.1 Except as mentioned in clause 4.3.5 the nominated trustees shall be appointed as follows

4.3.1.1 one by the **Council**;

4.3.1.2 one by **The Lady Forester Trust**

4.3.2 Except as mentioned in clause 4.3.5 each appointment of a nominated trustee shall be made at a meeting convened and held according to the ordinary practice of the appointing body. The appointing body shall notify the Trustees as soon as reasonably practicable of every such appointment.

4.3.3 A nominated trustee may be but need not be a member of the appointing body

4.3.4 Except as mentioned in clause 4.3.5 and subject to the provisions of clause 4.8:

4.3.4.1 a nominated trustee appointed by the Council shall hold office for not more than four years the period of office (not exceeding four years) to be decided by the Council at the time of the appointment;

4.3.4.2 a nominated trustee appointed by The Lady Forester Trust shall hold office for not more than four years the period of office (not exceeding four years) to be decided by The Lady Forester Trust at the time of the appointment

4.3.5 The following persons shall be the first nominated trustees and subject to the provisions of clause 4.8 shall hold office as if they had been appointed by the respective appointing bodies under this Deed for the following periods respectively:

4.3.5.1 as appointee of the Council: the said Mark John Laws from the date of this Deed until and including the 2<sup>nd</sup> May 2011;

4.3.5.2 as appointee of The Lady Forester Trust: the said Lady Lydia Anne Clare Forester for four years from the date of this Deed

4.4 Subject to clause 4.8, the First Trustees (other than the first nominated trustees) are entitled to hold office for the following periods from the date of this Deed:

Michael Harold Grace - one year

Eric Walter Humphries - one year

David Richmond Turner - one year.

4.5 Future Trustees other than a nominated trustee must be appointed for terms of office of not more than four years by resolution of the Trustees (such period of office not exceeding four years to be decided by the Trustees at the time of each appointment) but any future Trustees

appointed by resolution of the Trustees during the period of twelve months from the date of this Deed shall be first approved in writing by the Settlor.

- 4.6 A retiring Trustee who is competent to act may be re-appointed at the end of the term of office.
- 4.7 Every Trustee must sign a declaration of willingness and eligibility to act as a Trustee of the Charity before he or she may act as a Trustee.
- 4.8 A Trustee automatically ceases to be a Trustee if he or she:
- (1) is disqualified under the Charities Act from acting as a charity trustee or trustee for a charity;
  - (2) is incapable, whether mentally or physically, of managing his/her own affairs;
  - (3) is absent without permission from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
  - (4) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
  - (5) is removed by a resolution passed by all the other Trustees after they have invited the views of the Trustee concerned and considered the matter in the light of any such views.
- 4.9 A retiring Trustee is entitled on written request to an indemnity from the continuing Trustees at the expense of the Charity in respect of any liabilities properly incurred during his/her trusteeship.
- 4.10 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

- 5.1.1 The Trustees must hold at least four meetings each year.
- 5.1.2 Notice of every meeting of the Trustees must be sent to all of the Trustees at least seven days before the meeting.
- 5.2 A quorum at a meeting of the Trustees is two Trustees during the period of twelve months from the date of this Deed and thereafter three.
- 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 **Chairman** or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by them presides at each meeting of the Trustees.
- 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. 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 chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 5.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting of the Trustees.



## 6. DECISION-MAKING

The Trustees have the following procedural powers in relation to decision-making:

- 6.1 To appoint the Chairman, a Treasurer and any other honorary officers from among their number.
- 6.2 To appoint a Secretary who need not be a Trustee
- 6.3 To form advisory committees consisting of two or more persons appointed by them (but at least a majority of the members of every committee must be Trustees and all proceedings of committees must be reported promptly to the Trustees for consideration by the Trustees).
- 6.4 To make rules consistent with this Deed to govern their proceedings and proceedings of committees.
- 6.5 To make regulations consistent with this Deed to govern the administration of the Charity including the use and application of the income property and funds, the operation of bank accounts and the commitment of funds.

## 7. BENEFITS TO TRUSTEES

- 7.1 The property and funds of the Charity must only be used for promoting the Objects and do not belong to the Trustees.
- 7.2 No Trustee or **Connected Person** may receive any payment of money or other **material benefit** (whether direct or indirect) from the Charity except:
  - (1) under clause 7.3 (contractual payments);
  - (2) reimbursement of reasonable out-of-pocket expenses (including authorised hotel and travel costs) actually incurred in the administration

of the Charity;

- (3) an indemnity in respect of any liabilities properly incurred in the running of the Charity (including the costs of a successful defence to criminal proceedings);
- (4) the benefit of **indemnity insurance**.
- (5) a Connected Person in his or her capacity as a beneficiary of the Charity but subject to clause 7.5 of this Deed.

7.3 A Trustee may not be an employee of the Charity, but a Trustee or a Connected Person may enter into a contract with the Trustees to supply goods or services or services and associated goods in return for a payment or other material benefit if:

- (1) the goods or services or services and associated goods are actually required for the Charity and the Trustees decide that it is in the best interests of the Charity to enter into the contract;
- (2) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 7.5; and
- (3) no more than a minority of the Trustees are interested in such a contract in **any financial year**.

7.4 A Trustee or a Connected Person may receive goods or services supplied by the Charity on the same terms as a person who is not a Trustee.

7.5 Whenever a Trustee or a Connected Person has a personal interest in a matter to be discussed at a meeting of the Trustees or any committee, the Trustee concerned must:

- (1) declare the nature and extent of the interest before the meeting or at the meeting before discussion on the matter begins;

- (2) be absent from the meeting for that item unless expressly invited to remain in order to provide information;
- (3) not be counted in the quorum for that part of the meeting;
- (4) be absent during the vote and have no vote on the matter.

## 8. PROPERTY AND FUNDS

8.1 Funds which are not required for immediate use (including those 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.

8.2 Investments and other property of the Charity may be held:

- (1) in the names of the Trustees (or in the name of the trustee body if incorporated under the Charities Act);
- (2) in the name of a **nominee company** acting under the control of the Trustees or of a financial expert acting under their instructions;
- (3) in the name of a trust corporation as a **holding trustee** for the Charity which must be appointed (and may be removed) by deed executed by the Trustees;
- (4) in the case of land, by the Official Custodian for Charities under an order of the Commission or the Court.

8.3 Documents and physical assets may be deposited with any company registered or having a place of business in England and Wales as **custodian**.

8.4 Any nominee company acting under clause 8.2(2), and any **trust corporation** appointed under clause 8.2(3) and any custodian appointed under clause 8.3 may be paid reasonable fees.

## 9. RECORDS & ACCOUNTS

9.1 The Trustees must comply with the requirements of the Charities Act as to the keeping of financial records, the audit or independent examination of the accounts and the preparation and transmission to the Commission of:

- (1) annual returns;
- (2) annual reports; and
- (3) annual statements of account.

9.2 The Trustees must maintain proper records of:

- (1) all proceedings at meetings of the Trustees;
- (2) all reports of committees; and
- (3) all professional advice obtained.

9.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours but only after reasonable prior notice.

9.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee. A copy must also be supplied, within two months, to any person who makes a written request and pays the Charity's reasonable costs.

9.5 Within three months of the end of each of the first five financial years of the Charity the Trustees must provide the Settlor with an annual report of the Charity's activities during the previous financial year. After the first five financial years of the Charity the Trustees must, if requested in writing by the Settlor, provide the Settlor with such annual reports but only whilst any part of the fund remains unspent

## 10. AMENDMENTS

This Deed may be amended by supplemental deed on a resolution passed by not less than two thirds of the Trustees who vote but:

- 10.1 No amendment is valid if it would destroy the charitable status of the Charity.
- 10.2 Clause 2 may not be amended without the prior written consent of the Settlor but such consent shall not be required if the whole of the fund has been spent.
- 10.3 Clause 7 may not be amended without the prior written consent of the **Commission.**

## 11. AMALGAMATION

- 11.1 The Trustees may at any time on a resolution passed by at least two thirds of the Trustees who vote transfer the assets and liabilities of the Charity to another charity save that any such resolution passed whilst any part of the fund remains unspent shall require the prior written consent of the Settlor in accordance with clauses 11.4 and 11.5 of this Deed.
- 11.2 The transferee Charity must be established for exclusively charitable purposes within, the same as or similar to the Objects.
- 11.3 On a transfer under clause 11.1 the Trustees must ensure that all necessary steps are taken as to:
  - (1) the transfer of land and other property;
  - (2) the novation of contracts of employment and the transfer of any pension rights; and

(3) the trusteeship of any property held for special purposes.

11.4 Application for consent under clause 11.1 shall be made by the Trustees to the secretary for the time being of the Settlor at the registered office for the time being of the Settlor.

11.5 Such consent shall not be unreasonably withheld or delayed and in the absence of a response from the Settlor within three months of the application being served at the Settlor's registered office then the Settlor's consent to the resolution to dissolve shall be deemed to have been given at the end of the said period of three months.

## 12. DISSOLUTION

12.1 The Trustees may at any time decide by resolution passed by at least two thirds of the Trustees who vote that the Charity is to be dissolved save that any such resolution to be passed whilst any part of the fund remains unspent shall require the prior written consent of the Settlor in accordance with the provisions of clauses 12.2 and 12.3 of this Deed. The Trustees will then be responsible for the orderly winding up of the Charity's affairs.

12.2 Application for consent under clause 12.1 shall be made by the Trustees to the secretary for the time being of the Settlor at the registered office for the time being of the Settlor.

12.3 Such consent shall not be unreasonably withheld or delayed and in the absence of a response from the Settlor within three months of the application being served at the Settlor's registered office then the Settlor's consent to the resolution to dissolve shall be deemed to have been given

at the end of the said period of three months.

12.4 After making provision for all outstanding liabilities of the Charity, the Trustees must apply the remaining property and funds in one or more of the following ways after consulting the Settlor:

- (1) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- (2) directly for the Objects or charitable purposes within or similar to the Objects; or
- (3) in such other manner consistent with charitable status as the Commission approves in writing in advance.

12.5 A final report and statement of account relating to the Charity must be sent to the Commission and the Settlor.

### 13. APPLICATIONS FOR CONSENT

Any application for consent to be made under this Deed shall be sent by first class recorded delivery mail and shall be deemed to have been served on the recipient two **working days** after the date of posting

### 14. INTERPRETATION

In this Deed:

14.1 The following expressions have the following meanings:

'area of benefit' means Shropshire and particularly in and around Much Wenlock;

'the Chairman' means the person appointed by the Trustees to preside at their meetings;

'the Charities Act' means the Charities Acts 1993 and 2006;

'the Charity' means the charitable trust created and governed by this Deed;

'charity trustees' has the meaning prescribed by section 97(1) of the Charities Act;

'the Commission' means the Charity Commission for England and Wales or any body which replaces it;

'Connected Person' means any spouse, civil partner, brother, sister, child, parent, grandchild or grandparent of a Trustee, any person in an equivalent relationship with a Trustee, a business partner of a Trustee, any firm of which a Trustee is a member or employee, a director or employee of a company of which a Trustee is a director or employee and any company of which a Trustee is a director, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital;

'Council' means Much Wenlock Town Council;

'custodian' has the meaning prescribed by section 17(2) of the Trustee Act 2000;

'financial expert' means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

'financial year' means the Charity's financial year;

'the First Trustees' means the parties to this Deed;

'firm' includes a limited liability partnership;

'fund' means the sum referred to in clause 1.1 of this Deed and any interest earned on it and the fund shall include any investment



representing any part of the fund but shall not include any further money or property paid or transferred to the Trustees for the Charity

'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;

'indemnity insurance' has the meaning prescribed by the Charities Act.

'independent examiner' has the meaning prescribed by the Charities Act;

'material benefit' means a benefit which may not be financial but has a monetary value;

'months' means calendar months;

'nominee company' means a corporate body registered or having a place of business in England and Wales;

'nominated trustee' means a Trustee appointed by the Council or The Lady Forester Trust;

'nominated trustees' means Trustees appointed by the Council or The Lady Forester Trust;

'the Objects' means the charitable objects set out in clause 2;

'taxable trading' means carrying on a trade or business for the principal purpose of raising funds, and not for the purpose of actually carrying out the Objects, the profits of which are liable to income tax;

'The Lady Forester Trust' means the charity of that name registered with the Commission under number 241187;

'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 trustee of the Charity and 'Trustees' means the trustees

of the Charity;

'working day' means any day other than a Saturday, Sunday or bank or public holiday;

'written' or 'in writing' refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

'year' means calendar year;

- 14.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

IN WITNESS of the above the parties have executed this Deed

SIGNED AS A DEED BY

THE EXTRACARE

CHARITABLE TRUST

acting by a Director and its

Secretary or two Directors



Director



Secretary/Director

SIGNED AS A DEED BY

MICHAEL HAROLD GRACE



in the presence of:

J. Melinda Laws  
50 Sheinton Street  
Much Wenlock TF13 6HU

retired teacher

SIGNED AS A DEED BY

ERIC WALTER HUMPHRIES



in the presence of:

J. Melinda Laws  
50 Sheinton Street  
Much Wenlock TF13 6HU

retired teacher

SIGNED AS A DEED BY

DAVID RICHMOND TURNER



in the presence of:

GA Rose  
A. ROSE  
Farley Hall Farley Dingle  
Much Wenlock Shropshire  
Headteacher (RTD)

SIGNED AS A DEED BY

MARK JOHN LAWS

*M. J. Laws*

in the presence of:

~~Clare~~

*White Meadow, Harmer Hill, Strewsbury S14 3EE  
Chartered Surveyor*

SIGNED AS A DEED BY

THE LADY LYDIA ANNE

CLARE FORESTER

*Lydia Forester*

in the presence of:

*Clare Forester*

*The Coach House, Rose Hill, Erbstock, Uxeham, 2213 ODE.  
Chartered Surveyor.*