

# **TRUST DEED**

**of**

# **LONG LANE PASTURE TRUST**

1 Prince's Avenue, Finchley, London N3 2DA  
Tel 020 8346 5011 Fax 020 8346 6509

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Words which are shown in **bold** on first usage are defined in the Interpretation.

# TRUST DEED

THIS TRUST DEED made the twenty fourth of April 2006 by the **First Trustees**:

- (1) Wayne Armsby
- (2) Ann Elizabeth Brown
- (3) Frank Richard Derrett
- (4) Janett Ann Durrant
- (5) Dennis Robert Simpson Pepper

WITNESSES AS FOLLOWS:

## 1. INTRODUCTION

- 1.1 The First Trustees hold ten pounds on the trusts declared in this Deed.
- 1.2 Further money or property may be paid or transferred to the **Trustees** for the **Charity**.

## 2. NAME AND OBJECTS

- 2.1 The name of the Charity is

### **Long Lane Pasture Trust**

(or any other name chosen by resolution of the Trustees).

- 2.2 The **Objects** are

- (1) To conserve the environment and in particular Long Lane Pasture in Finchley for the benefit of the public
- (2) To educate the public in the principles and practice of environmental conservation
- (3) (a) The protection and preservation of the environment for the benefit of the public

by

- I preventing or reducing any potential causes of pollution in relation to any land which has suffered or may suffer pollution as a result of an activity previously carried out on the land or
- II remedying or mitigating the effects of any pollution in relation to land which has suffered or may suffer pollution as a result of an activity previously carried out on the land.

(b) The protection and preservation of the environment for the benefit of the public by

- I the provision, maintenance or improvement of a public park, recreation ground or open space or
- II the provision of some other public amenity in the vicinity of a landfill site.

In this clause “landfill site” shall have the meaning ascribed by section 66 of the Finance Act 1996.

(4) To promote any other exclusively charitable object

2.3 The Trustees must use the income and may use the capital of the Charity in 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 as the trustees consider necessary, from a **financial expert** or such other person as the **trustees** reasonably consider to be able to advise, 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 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 regularly;
  - (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 To pay for **indemnity insurance** for the Trustees.
- 3.16 Subject to clause 6.3, to employ paid or unpaid agents, staff or advisers.
- 3.17 To enter into contracts to provide services to or on behalf of other bodies.
- 3.18 To establish or acquire subsidiary companies to assist or act as agents for the Charity.
- 3.19 To pay the costs of forming the Charity.
- 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 full number of Trustees is five individuals.
- 4.3 Subject to clause 4.7, the First Trustees are entitled to hold office for the following periods from the date of this Deed:
- Wayne Armsby for five **years**  
Ann Brown for four years  
Frank Derrett for three years  
Janett Durrant for two years  
Dennis Pepper for one year
- 4.4 Future Trustees must be appointed for terms of office of three years by resolution of the Trustees.
- 4.5 A retiring Trustee who is competent to act may be re-appointed at the end of the term of office but a Trustee is not eligible for re-appointment until one year after three consecutive terms of office not including any period served in accordance with clause 4.3.
- 4.6 Every future Trustee must sign a declaration of willingness to act as a Trustee of the Charity before he or she may vote at any meeting of the Trustees.
- 4.7 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 or her own affairs;
  - (3) is absent from three consecutive meetings of Trustees;
  - (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.
- 4.8 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 of the Trustees is three 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 **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. ADMINISTRATIVE POWERS OF TRUSTEES**

The Trustees have the following powers in the administration of the Charity:

- 6.1 To appoint the Chairman, a Treasurer and any other honorary officers from among their number.
- 6.2 To delegate any of their functions to committees consisting of two or more persons appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees).]
- 6.3 To make rules consistent with this Deed to govern their proceedings and proceedings of committees.
- 6.4 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 may receive any payment of money or other **material benefit** (whether direct or indirect) from the Charity except:

- (1) under clauses 3.15 ( indemnity insurance) and 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) interest at a reasonable rate on money lent to the Charity;
- (4) a reasonable rent or hiring fee for property let or hired to the Charity;
- (5) an indemnity in respect of any liabilities properly incurred in the running the Charity (including the costs of a successful defence to criminal proceedings);
- (6) payment to a company in which the Trustee has no more than a 1 per cent shareholding;
- (7) in exceptional cases, other payments or benefits (but only with the written approval of the **Commission** in advance).

7.3 A Trustee may not be an employee of the Charity, but a Trustee or any **connected person** may enter into a contract with the Trustees to supply goods or services in return for a payment or other **material benefit** but only if:

- (1) the goods or services are actually required for the Charity;
- (2) the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustee in accordance with the procedure in clause 7.4; and
- (3) not more than half of the Trustees are interested in such a contract in any one **financial year**.

7.4 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:

- (1) declare an 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 during 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 an individual or 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), any **trust corporation** appointed under clause 8.2(3) and any custodian appointed under clause 8.3 may be paid reasonable fees.

## **9. RECORDS AND 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 time during normal office hours.
- 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.

## **10. AMENDMENTS**

This Deed may be amended by supplemental deed on a resolution passed by a majority of all the Trustees but:

- 10.1 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 Charity.
- 10.2 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 a majority of all the Trustees transfer the assets and liabilities of the Charity to another charity established for exclusively charitable purposes within, the same as or similar to the Objects.
- 11.2 On a transfer under clause 9.1 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.

## **12. DISSOLUTION**

- 12.1 The Trustees may at any time decide by resolution passed by a majority of all the Trustees that the Charity is to be dissolved. The Trustees will then be responsible for the orderly winding up of the Charity's affairs.
- 12.2 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:

- (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 approve in writing in advance.

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

### 13. INTERPRETATION

In this Deed:

13.1 The following expressions have the following meanings:

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

**'the Charities Act'** means the Charities Act 1993;

**'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 Commissioners for England and Wales;

**'connected person'** means any spouse, partner, brother, sister, child, parent, grandchild or grandparent of a Trustee, any **firm** of which a Trustee is a member 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;

**'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;

**'fundamental change'** means such a change as would not have been within the reasonable contemplation of a person making a donation to 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'** means insurance against personal liability incurred by any Trustee for an act or omission which is or is 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 breach of duty.

**'independent examiner'** has the meaning prescribed by section 43(3)(a) of the Charities Act;

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

**'month'** means calendar month;

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

**'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 or corporation tax;

**'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;

**'written'** or **'in writing'** refers to a legible document on paper including a fax message, or such other lawful form of communication as the Trustees determine;

**'year'** means calendar year;

- 13.2 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**

Wayne Armsby  
in the presence of Derek Sidney Warren  
retired chartered building surveyor

Ann Elizabeth Brown  
in the presence of Derek Sydney Warren  
retired chartered building surveyor

Frank Richard Derrett  
in the presence of Derek Sidney Warren  
retired chartered building surveyor

Janett Ann Durrant  
in the presence of Derek Sidney Warren  
retired chartered building surveyor

Dennis Robert Simpson Pepper  
in the presence of Derek Sidney Warren  
retired chartered building surveyor