

Declaration of Trust

Midsomer Norton Town Trust

and made by **Midsomer Norton Town Council** of Council Offices, Town Hall, The Island, Midsomer Norton, Bath BA3 2HQ (the "**Council**")

Background:

- (A) The Council holds a number of properties and wishes to ensure these are safeguarded for use by residents of Midsomer Norton in Somerset and the surrounding area by declaring that such properties shall be held on the charitable trusts, powers and provisions declared in this Declaration.
- (B) Further money, assets or property may be held by the Council on the charitable trusts, powers and provisions set out in this Declaration as part of the Trust Fund.

This Declaration witnesses as follows:

1 Interpretation

1.1 In this Declaration the following expressions have the following meanings:

- "**Charities Act**" means the Charities Act 2011
- "**Charity**" means the charitable trust established by this Declaration
- "**charity trustee**" has the meaning prescribed by section 177 of the Charities Act
- "**Commission**" means the Charity Commission for England and Wales
- "**Community Trust**" means Midsomer Norton Community Trust, a charitable company limited by guarantee (company number 08604585).
- "**Conflict of Interest**" means any direct or indirect interest of the Trustee or a Connected Person (including any interest the Trustee or any person Connected to the Trustee may have as a consequence of any duty he or she may owe to any other person) that conflicts, or may conflict, with the interests of the Charity and includes a conflict of interest and duty and a conflict of duties
- "**Connected Person**" means any person falling within one of the following categories:
 - (a) a member or officer of the Council; or
 - (b) any company which is subject to the "control" of the Council or subject to the "influence" of the Council as these terms are defined in Part V of the Local Government and Housing Act 1989; or
 - (c) any LLP or partnership of which the Council is a member or partnerand any person who is a Connected Person in relation to the Trustee is referred to in this Declaration as "**Connected**" to the Trustee.
- "**custodian**" has the meaning prescribed by section 17(2) of the Trustee Act 2000
- "**Declaration**" means this declaration of trust

"month"	means a calendar month
"Objects"	means the charitable objects set out in clause 3
"Properties"	means the property listed in the Schedule and any other properties which the Council may from time to time declare are held on the charitable trusts, powers and provisions set out in this Declaration;
"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 the Council acting in its capacity as charity trustee of the Charity
"Trust Fund"	means: <ul style="list-style-type: none"> (a) the Properties; (b) all other property and assets which are added to the properties whether by way of further settlement, charitable donation, capital accretion or otherwise; and (c) the assets from time to time representing these respectively.
"written"	refers to a legible document on paper (including a fax message) or in electronic form (including an email);
"year"	means calendar year.

1.2 In this Declaration 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.

2 Name

2.1 The name of the Charity shall be Midsomer Norton Town Trust.

3 Objects

3.1 The objects of the Charity are:

3.1.1 The provision, for the benefit of the inhabitants of Midsomer Norton in Somerset and the surrounding area, of facilities in the interests of social welfare for recreation and other leisure-time occupation for individuals who have need of such facilities by reason of their youth, age infirmity or disability, financial hardship or social circumstances with the objective of improving their conditions of life.

3.1.2 The advancement of good citizenship and community development of the inhabitants of Midsomer Norton in Somerset and the surrounding area in such manner as the Trustee may in its absolute discretion think fit.

3.1.3 The advancement, for the benefit of the inhabitants of Midsomer Norton in Somerset and the surrounding area, of such other objects or purposes which are exclusively charitable according to the law of England and Wales in such manner as the Trustee may in its absolute discretion think fit.

3.2 The Trustee shall hold the Trust Fund on trust to advance the Objects.

- 3.3 For the avoidance of doubt, the Trustee may make all or any of the Properties available for use by the Community Trust, whether pursuant to a licence, a lease or otherwise in such manner as the Trustee shall in its absolute discretion determine.

4 Powers

In addition to any other powers it may have from time to time, the Trustee has the following powers, which may be exercised only in promoting the Objects:

- 4.1 To acquire, rent or hire property of any kind.
- 4.2 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act and subject always to the terms of any lease, licence or other arrangement under which any such property is held).
- 4.3 To maintain, develop, conserve, preserve, restore and repair any property or assets comprising the Trust Fund.
- 4.4 To provide, operate and develop community buildings and such other venues and facilities for the provision of classes, courses, lectures, conferences, productions, tours, exhibitions and other events which promote the Objects.
- 4.5 To raise funds and to solicit and accept grants, donations, endowments, gifts, legacies and bequests of assets on any terms.
- 4.6 To enter into contracts and agreements.
- 4.7 To co-operate with and enter into joint ventures, collaborations and partnerships with governmental and local authorities and with charitable and non-charitable bodies.
- 4.8 To support, administer or set up charities.
- 4.9 To make grants to another charity established for exclusively charitable purposes within, the same as or similar to the Objects on such terms as the Trustee in its absolute discretion shall think fit.
- 4.10 To borrow money and to give security for loans, grants and other obligations over the assets of the Charity (but only in accordance with the restrictions imposed by the Charities Act 2011) provided that the Trustee may not use the Trust Fund as security or collateral for its own statutory obligations as local authority, including any borrowing.
- 4.11 To set aside all or any part of the Trust Fund for special purposes or as reserves against future expenditure.
- 4.12 To deposit or invest all or any part of the Trust Fund in any manner (but to invest only after taking such advice as the Trustee considers is reasonably necessary from such person as is reasonably believed by the Trustee to be qualified to give it by his or her ability in and practical experience of financial and other relevant matters).
- 4.13 To delegate the management of investments to any person provided that:
- 4.13.1 the delegate is authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000;
 - 4.13.2 the investment policy is set out in writing by the Trustee;
 - 4.13.3 the performance of the investments is reviewed regularly with the Trustee;

- 4.13.4 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 4.13.5 all payments due to the delegate are on a scale or at a level which is agreed in advance and are notified promptly to the Trustee on receipt by the delegate; and
 - 4.13.6 the delegate must not do anything outside the powers of the Trustee.
- 4.14 To arrange for all or any part of the Trust Fund to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustee or of any person to whom the management of investments is delegated and to pay any reasonable fee required.
 - 4.15 To insure the Trust Fund against any foreseeable risk and take out other insurance policies to protect the Trust Fund when required.
 - 4.16 To publish or distribute information in any form.
 - 4.17 To do all such other lawful things as shall in the opinion of the Trustee advance the Objects.

5 Administrative powers of the Trustee

- 5.1 The Trustee as charity trustee has control of the Charity and the Trust Fund.
- 5.2 The Trustee has the following powers in the administration of the Charity:
 - 5.2.1 to delegate any of its functions to committees consisting of two or more persons appointed by the Trustee (including, but not limited to the managing committee appointed in accordance with clause 6 below) provided that the proceedings of such committees are reported at reasonable intervals to the Trustee;
 - 5.2.2 to make rules consistent with this Declaration to govern its proceedings and proceedings of committees; and
 - 5.2.3 to make regulations consistent with this Declaration to govern the administration of the Charity including the use and application of the Trust Fund and the operation of bank accounts.

6 Managing Committee

- 6.1 The Trustee shall form a committee known as the "**Managing Committee**" with delegated responsibility for the day-to-day management of the Charity's activities, which shall act in accordance with terms of reference made by the Trustee pursuant to clause 5.2.2 (and as amended from time to time).
- 6.2 The Managing Committee shall consist of such members of the Council and such other persons who are independent from the Council as the Trustee may from time to time appoint in accordance with the committee's terms of reference.
- 6.3 For the avoidance of doubt, notwithstanding any specific duties and functions delegated to the Managing Committee, responsibility for the management and administration of the Charity shall remain with the Council as Trustee.

7 Benefits to the Trustee

- 7.1 The Trust Fund must only be applied to promote the Objects and, subject to clause 7.3, no part of the Trust Fund may be paid, transferred or otherwise applied by way of direct or indirect benefit in money or money's worth to the Trustee except by way of:

- 7.1.1 reimbursement of expenses properly incurred by the Trustee in the management and administration of the Charity;
- 7.1.2 an indemnity to the Trustee in respect of liabilities properly incurred by it in its capacity as trustee and in accordance with the terms of this Declaration (but only to the extent permitted by law);
- 7.1.3 any payment which is in furtherance of the Objects to another charity of which the Trustee is charity trustee or a member and which does not confer any financial benefit on the Trustee; and
- 7.1.4 other payments or benefits permitted by law or with the prior consent of the Commission;

provided that the Trustee must comply with the provisions of clause 8 in relation to any payment or benefit received pursuant to this clause.

- 7.2 In this clause 7, references to the Trustee include references to any person who is Connected to the Trustee.
- 7.3 The Community Trust may (notwithstanding that it may at any time be Connected to the Trustee) enter into a written contract with the Trustee to supply goods and/or services to the Charity in return for a benefit in money or money's worth but only if:
 - 7.3.1 the goods or services are actually required by the Charity;
 - 7.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services supplied; and
 - 7.3.3 the procedures for managing conflicts of interest set out in the Trustee's policy made under clause 8.1 are complied with.

8 Conflicts of Interests

- 8.1 The Trustee shall maintain a policy in relation to the identification and management of Conflicts of Interest and shall comply with such policy and with any guidance issued by the Commission from time to time in relation to Conflicts of Interest (and, in particular, any guidance for local authorities acting as a charity trustee).

9 Investment and deposits

- 9.1 Any cash and investment assets comprised in the Trust Fund 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 4.12 until needed.
- 9.2 Investments comprised in the Trust Fund may be held:
 - 9.2.1 in the name of the Trustee; or
 - 9.2.2 in the name of a nominee company (being a corporate body registered or having a place of business in England and Wales) acting under the control of the Trustee or of a delegate authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000 acting under the Trustee's instructions; or
 - 9.2.3 in the name of a trust corporation as a holding trustee for the Charity (being 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) which must be appointed (and may be removed) by deed executed by the Trustee;

- 9.3 Documents and physical assets may be deposited with any company registered or having a place of business in England and Wales as custodian.
- 9.4 Any nominee company or delegate acting under clause 9.2.2, any trust corporation appointed under clause 9.2.3 and any custodian appointed under clause 9.3 may be paid reasonable fees.

10 Records and accounts

- 10.1 The Trustee 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:
- 10.1.1 annual returns;
 - 10.1.2 annual reports; and
 - 10.1.3 annual statements of account.
- 10.2 The Trustee must maintain proper records of:
- 10.2.1 all proceedings at meetings of the Trustee and committees;
 - 10.2.2 all reports of committees; and
 - 10.2.3 all professional advice obtained.

11 Amendments and additions

- 11.1 All or any of the provisions of this Declaration may be amended or added to by a supplemental deed approved by a resolution of the Trustee but no amendment is valid if:
- 11.1.1 it would change the Objects (except with the prior written consent of the Charity Commission); or
 - 11.1.2 it would change this clause (except with the prior written consent of the Charity Commission); or
 - 11.1.3 it would cause the Charity to cease to be a charity.
- 11.2 Clauses 7, 11 and 12 may not be amended without the prior written consent of the Commission.

12 Dissolution

- 12.1 The Trustee may at any time decide by resolution that the Charity should be dissolved. The Trustee will 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 Trustee must apply the remaining assets of the Charity in one or more of the following ways:
- 12.2.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
 - 12.2.2 directly for the Objects or charitable purposes within or similar to the Objects; or
 - 12.2.3 in such other manner consistent with charitable status as the Commission approve in writing in advance;

provided that no assets may be transferred to the Trustee to hold as part of the assets of the Council.

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

In witness whereof the Trustee has executed this Declaration as a deed on the date stated at the beginning.

The Common Seal of
Midsomer Norton Town Council was hereto
affixed in the presence of

.....
Authorised Signatory

Schedule

Property known as the Catholic Church Garden, whose address is Holy Ghost Catholic Church, High Street, Midsomer Norton, Radstock BA3 2DR, held under a Lease dated 2nd September 2013 between (1) the Trustees of Downside Abbey General Trust and (2) Midsomer Norton Town Council for a term of 30 years.