

Dated

24 March

2011

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and ANOTHER

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**DECLARATION OF TRUST**

in respect of

**THE LAW FAMILY CHARITY FOUNDATION**

CHARITABLE 

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**FORSTERS**



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Ref: CAEC/29208.4

THIS DECLARATION OF TRUST is made on the 24<sup>th</sup> day of March 2011

BY:

- (1) **ANDREW ERIC LAW** of " [REDACTED] ("**the Settlor**")"; and
- (2) The Settlor and **CAROLE ANN ELIZABETH COOK** of 31 Hill Street London W1J 5LS (together "**the First Trustees**")

**WITNESSES** as follows:

1. **Introduction**

- 1.1 The First Trustees wish to establish a charity for the purposes set out in this deed and to that end are holding the sum of one pound (£1) upon the trusts declared below.
- 1.2 Further money or property may be paid or transferred to the Trustees for the Charity.
- 1.3 It is intended that this Trust shall be irrevocable.

2. **Name and Objects**

- 2.1 The name of the Charity is "The Law Family <sup>Charitable</sup> Charity Foundation" (or any other name chosen by resolution of the Trustees and approved by the Charity Commission).
- 2.2 The Objects are such exclusively charitable purposes as the Trustees may from time to time decide.
- 2.3 The Trustees shall pay or apply or cause to be applied at such time or times and in such manner as the Trustees shall in their discretion think fit the income and if and in so far as the Trustees shall think fit the capital of the Charity in promoting the Objects. Provided that the Trustees may for charitable reasons accumulate any part of the income for such period as may be permitted by law.

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 on terms that:
  - (a) the investment policy is recorded in writing for the financial expert by the Trustees;
  - (b) every transaction is reported promptly to the Trustees;
  - (c) the performance of the investments is reviewed regularly with the Trustees;
  - (d) the Trustees are entitled to cancel the delegation arrangement at any time;
  - (e) the investment policy and the delegation arrangement are reviewed at least once a year;
  - (f) 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;
  - (g) 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 7, 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; and
- 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 the charity trustees, have control of the Charity and its property and funds.
- 4.2 The minimum number of Trustees is two individuals and the maximum number is eight.
- 4.3 The power of appointing new or additional Trustees shall be vested in:
  - (a) The Settlor during his life, and subject thereto; and
  - (b) the Trustees for the time being.
- 4.4 Subject to clause 4.7 the Settlor shall hold office for life the said Carole Ann Elizabeth Cook shall hold office for three years from the date hereof. New or additional Trustees shall be appointed for such term of office as the Appointor shall specify in their appointment or if no term is specified then (subject to clause 4.7) for three years.
- 4.5 A retiring Trustee who is competent to act may be re-appointed at the end of the term of office.
- 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:
  - (a) is disqualified under the Charities Act from acting as a charity trustee or trustee for a charity;
  - (b) is incapable, whether mentally or physically, of managing his/her own affairs;
  - (c) is absent without notice from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
  - (d) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
  - (e) 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 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 or her trusteeship.
- 4.9 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.
- 4.10 The Chairman of the Charity shall be:
- (a) The Settlor for so long as he is a Trustee, and subject thereto
  - (b) such person from among their number (and for such term) as the Trustees may decide.

## 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 two 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 and 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 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 provided that at least one such person is a Trustee and that any such delegation requires all proceedings of committees to be reported promptly to the Trustees;
- 6.3 to appoint and constitute such advisory committees as the Trustees may think

fit;

6.4 to make rules consistent with this deed to govern their proceedings and proceedings of committees;

6.3 to make regulations consistent with this deed to govern the administration of the Charity including the use and application of the 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:

- (a) under clauses 3.15 (indemnity insurance) and 7.3 (contractual payments) and 7.4 (corporate remuneration);
- (b) reimbursement of reasonable out-of-pocket expenses (including authorised hotel and travel costs) actually incurred in the administration of the Charity;
- (c) interest at a reasonable rate on money lent to the Charity;
- (d) a reasonable rent or hiring fee for property let or hired to the Charity;
- (e) an indemnity in respect of any liabilities properly incurred in the running the Charity (including the costs of a successful defence to criminal proceedings);
- (f) payment to a company in which the Trustee has no more than a 1 per cent shareholding;
- (g) 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:

- (a) the goods or services are actually required for the Charity;
- (b) 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 Trustees in accordance with the procedure in clause 7.5; and
- (c) not more than one half of the Trustees are interested in such a contract in any one financial year.

7.4 The Trustees shall not, nor shall any of them, be accountable for any remuneration or other benefit received by the Trustees or any of them

(whether as director, auditor or other officer of otherwise) from any company in which shares, stocks, debentures or other securities are for the time being held by the Trustees as trustees, except to the extent (if any) to which such remuneration or other benefit is received by the Trustees or any of them by reason of such shares, stock, debentures or other securities being in the names of the Trustees as trustees of the Charity or held on their behalf in that capacity.

7.5 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:

- (a) declare an interest before the meeting or at the meeting before discussion on the matter begins;
- (b) be absent from the meeting for that item unless expressly invited to remain in order to provide information;
- (c) not be counted in the quorum during that part of the meeting; and
- (d) 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:

- (a) in the names of the Trustees (or in the name of the trustee body if incorporated under the Charities Act);
- (b) in the name of a nominee company acting under the control of the Trustees or of a financial expert acting under their instructions;
- (c) 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;
- (d) 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(b), any trust corporation appointed under clause 8.2(c) 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:

- (a) annual returns;
- (b) annual reports; and
- (c) annual statements of account.

9.2 The Trustees must maintain proper records of:

- (a) all proceedings at meetings of the Trustees;
- (b) all reports of committees; and
- (c) 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 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; and

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 not less than two-thirds of 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 11.1 the Trustees must ensure that all necessary steps are taken as to:

- (a) the transfer of land and other property;
- (b) the novation of contracts of employment and the transfer of any pension rights; and
- (c) the trusteeship of any property held for special purposes.

## 12. **Dissolution**

- 12.1 The Trustees may at any time decide by resolution passed by not less than two-thirds of 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:
- (a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
  - (b) directly for the Objects or charitable purposes within or similar to the Objects; or
  - (c) 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 Appointor'	means the person or persons for the time being (if any) to whom the power of appointing new or additional Trustees is vested pursuant to clause 4.4;
'the Chairman'	means the person for the time being (if any) appointed in accordance with clause 4.11 to act as Chairman of the Charity and to preside at meetings of the Trustees;
'the Charities Act'	means the Charities Act 1993 (as amended);
'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, civil 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;
'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 examination'	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 at clause 2.2;
'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

