

DATED 3rd August 2001

**DECLARATION OF TRUST
ESTABLISHING
SEVENOAKS AREA YOUTH TRUST**

THIS DECLARATION OF TRUST is made the Third day of August Two Thousand and one by **ROBERT JOHN MARSH** (address supplied) **CHRISTOPER SIDNEY WILLIAMS** (address supplied) **BRUCE ALASTAIR WALKER** (address supplied) **REVEREND DOCTOR MICHAEL DAVID COOKE** (address supplied) and **STEPHEN DAVID SCOTT** (address supplied) (hereinafter called "the Trustees" which expression shall include the Trustee or Trustees for the time being hereof)

Introductory recitals

- (1) It has been resolved to constitute a Trust for the charitable objects hereinafter declared and the Trustees have received the sum of ten pounds (£10) to further the said objects
- (2) The Trustees intend to raise further funds and accept gifts for the said objects

N O W T H I S D E E D W I T N E S S E S A N D I T I S H E R E B Y A G R E E D A N D D E C L A R E D as follows:-

Name

1. THE charitable Trust hereby established shall be known as Sevenoaks Area Youth Trust (hereinafter called "the Trust") or such other name as the Trustees may from time to time by resolution determine (subject to the approval of the Charity Commission)

Interpretation

2. THROUGHOUT this Deed (where the context so admits) the masculine shall be deemed to include the feminine and the singular to include the plural and vice versa

The Trust Fund

3. THE Trustees shall stand possessed of all money and property which has been or may be paid or transferred to them for the said objects and the investments and property from time to time representing the same (hereinafter called "the Trust Fund") upon trust either to retain or sell the same and invest the proceeds in or upon any investments hereinafter authorised with power from time to time to change such investments for others of a like nature UPON TRUST that both the income and the capital thereof shall be applied at the discretion of the Trustees in pursuance of the said objects as hereinafter declared

Objects

Objects

4. THE objects of the Trust are (i) to relieve suffering and distress amongst children and young people by meeting them where they are and offering and providing for them friendship fellowship encouragement counsel and support according to their need in Sevenoaks and the surrounding towns and villages regardless of the race religion or creed of any person or persons in need and (ii) the advancement of the Christian faith in accordance with the Statement of Beliefs set out in the Schedule and to fulfil such other purposes which are exclusively charitable according to the law of England and Wales and are connected with the charitable work of the Trust

5. IN furtherance of the said objects but not further or otherwise the Trustees shall have the following powers:-

- (i) to purchase lease hire exchange or otherwise acquire any land buildings furniture equipment or other property to be used for the purpose of the Trust and (subject to such consents as may be required by law) to improve resell let underlet or otherwise deal with the same
- (ii) to employ or otherwise engage the services of and remunerate any person or persons to supervise organise and carry on the work authorised by the Trustees and to provide such person or persons with accommodation and other facilities for carrying out their work and as employers of staff to make all reasonable and necessary provision for the payment of benefits pensions and superannuation to or on behalf of employees and their widows or other dependants providing that no Trustee shall receive remuneration from the Trust save as may be hereinafter specifically provided
- (iii) to make donations to any worker who is engaged in such work or activity which furthers the objects of the Trust or in assisting either directly or indirectly in the same
- (iv) to make grants or loans of money and to give guarantees
- (v) to co-operate and collaborate with other charities having the same or similar objects as the Trust and to exchange information and advice
- (vi) to produce sell or otherwise distribute literature audio and visual aids and other

- media of communication but not save where it is a direct means of achieving the objects of the Trust so as to constitute permanent trading on the part of the Trustees
- (vii) to arrange and provide for or join in arranging and providing for the holding of meetings lectures seminars conferences and training courses for the furtherance of the objects of the Trust
 - (viii) to raise funds and invite and receive grants and contributions from any persons agencies statutory or government or local authority bodies whatsoever by way of loan subscription donation and otherwise provided that the Trustees shall not undertake any permanent trading activities in raising funds for the said objects
 - (ix) to support, administer or set up other charities
 - (x) to make regulations for the management of any property which may be acquired by the Trust
 - (xi) to enter into contracts to provide services to or on behalf of other bodies
 - (xii) to pay the costs of forming the Trust
 - (xiii) to do all such other lawful things as are necessary to attain the objects of the Trust

Power to make regulations

6. WITHIN the limits imposed by this Deed the Trustees shall have power to make vary and revoke regulations for:-

- (a) the time place and method of calling meetings of the Trustees
- (b) the custody of moneys deeds securities and documents belonging to the Trust (including regulations enabling any property forming part of the Trust Fund to be vested in the names of any two or more of the Trustees or in a Trust Corporation)
- (c) the accepting or declining of property or trusts
- (d) the appointment and removal of a chairman
- (e) the appointment and regulation of committees which may be composed partly of

persons who are and of persons who are not Trustees provided that the proceedings of any such committees shall be fully and promptly reported to the Trustees

- (f) the examination or audit of accounts provided that they shall comply with the requirements in force under the Charities legislation applicable to the Trust from time to time
- (g) generally as to the management of the business of the Trust PROVIDED THAT:-
 - (i) no regulation shall override any provision of this Deed
 - (ii) the Trustees shall meet at least twice in every calendar year
 - (iii) there shall be a quorum when at least one third of the number of Trustees for the time being or two Trustees whichever is the greater shall be present at a meeting
 - (iv) save as specifically provided otherwise within this Deed questions arising at any meeting shall be decided by a simple majority of votes (each Trustee present having one vote) and in the case of an equality of votes the chairman shall have a second or casting vote
 - (v) the Trustees shall cause proper minutes to be kept and entered into a book (which expression shall include a ring-binder or similar facility to hold securely typed or printed minutes) provided for the purpose of all their resolutions and proceedings and any such minutes of any meeting of the Trustees purporting to be signed by the chairman of such meeting or by the chairman of the next succeeding meeting shall be conclusive evidence of the matters stated in such minutes except in the case of manifest error
 - (vi) full and proper accounting records shall be kept of the capital and income of the Trust and of all dealings therewith and such statements of account as may be required by law prepared for every period of twelve months

Powers in respect of property

1. WHERE property is vested in the Trustees they may at their discretion:-

- (a) apply the whole or any part thereof whether capital or income in or towards payment of the expenses of the Trust PROVIDED that the general expenses of the Trust shall

- not be paid out of property held on special trusts
- (b) subject to such consents as may be required by law raise money by mortgaging the same or any part thereof but so that no mortgagee shall be concerned to enquire into the necessity or propriety of raising money or as to the amount required or to see to the application thereof save as may be required by law
 - (c) subject to such consents as may be required by law sell the same or any part thereof and concur in making partition or exchange thereof or of any part thereof with power to give or receive money for equality of exchange or partition the surface apart from the minerals or the minerals apart from the surface and to execute any conveyances for the purposes aforesaid
 - (d) exercise over the same all the powers of leasing and of accepting surrenders of leases conferred on a tenant for life by the Settled Land Act 1925 or any Acts for the time being in force amending or re-enacting the same
 - (e) hold the same as tenants in common with another or others not being a charity on such terms as they shall consider proper providing that the Trust shall at all times be entitled to receive the proportion of the net sale proceeds that reflect the funds provided by the Trust or the share interest or entitlement of the Trust
 - (f) insure the property of the Trust against any foreseeable risk and take out other insurance policies to protect the Trust when required

8. THE Trustees shall have power to accept or decline any property or trust provided that they shall not accept any property in respect of which trusts are declared unless such special trusts are charitable and consonant with the objects of the Trust

Powers of investment

9. IN addition to statutory powers of investment the Trustees shall have the following further powers:-

- (a) to invest any money from time to time in their hands (whether capital or income and however derived) in the purchase of or at interest upon the security of such stocks funds shares securities or other investments or property of whatsoever nature or tenure (including land) and wheresoever situate and whether involving liability as the Trustees shall in their absolute discretion think fit to the intent that the Trustees shall have the same full and unrestricted powers of investing and transposing investments in all respects as if they were absolutely entitled thereto beneficially

- (b) to make investments in the name of two only of the Trustees and to operate bank accounts in the name of the Trust provided that money shall not be drawn out of any such accounts except by cheque or other authority signed by two Trustees or at least two persons nominated and authorised by the Trustees
- (c) to accumulate for a period not exceeding twenty one years any unemployed income in the way of compound interest by investing the same and the resulting income thereof but so that such accumulations may at any time be applied for any of the objects of the Trust
- (d) subject to such consents as may be required by law to borrow or take loans by bank overdraft or otherwise with or without security
- (e) to vary from time to time any investment for or into any authorised investments and to permit any investments forming part of the Trust Fund to be held in the name or names of not less than two individuals or of a corporate body as their nominees
- (f) to apply any part of the Trust Fund in the purchase or improvement of any lands houses or buildings whether freehold leasehold or underleasehold held for any term of years or land of any other tenure or in the taking of a periodic tenancy of or in the hiring of any such property or premises for occupation by the Trust or its officers or employees or otherwise for or in the carrying out of the purposes of the Trust or for the administrative purposes of the Trust and to sell lease or otherwise dispose of such property or premises
- (g) to leave money uninvested on deposit at a bank on such terms in such amount and for such period as shall for the time being be permitted in law

Power to delegate

10. THE Trustees in addition to the powers conferred by statute may employ any duly qualified or competent agent or servant to transact any or all business within the scope of his expertise of whatever nature required to be done in furthering the objects of the Trust provided that all acts and proceedings of such agent or servant to whom powers are so delegated shall be fully and promptly reported to the Trustees and provided further that the Trustees shall exercise reasonable supervision over such agent or servant

11. IN relation to the management of investments of the Trust the trustees shall have power to employ as a professional investment manager any person who is entitled to carry on investment business under the provisions of the Financial Services Act 1986 (or any succeeding statutory

provision) and to delegate to any such manager ("the Manager") the exercise of all or any of their powers of investment on such terms and at such reasonable remuneration as the Trustees may think fit but subject always to the following conditions:-

- (i) The delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Trustees and within the powers of investment conferred by this Deed
- (ii) Every transaction carried out by the Manager under delegated powers shall be reported to the Trust within 14 days.
- (iii) The Trustees shall be bound to review the arrangements for delegation at least once in every 24 months

Secretary and treasurer

12. THE Trustees may from time to time appoint some persons to act as secretary and treasurer of the Trust and such persons may be (but need not be) Trustees

Appointment and retirement of trustees

13. ANY Trustee hereof other than a Trust Corporation shall be required to declare his belief in and allegiance to the Statement of Beliefs set out in the Schedule hereto and any Trustee ceasing to believe in or adhere to such Statement shall immediately resign his trusteeship

14. THE following provisions shall apply in relation to the appointment of Trustees:

- (a) In addition to the statutory powers of appointment a new Trustee may be appointed by a resolution of the Trustees passed by a majority of the Trustees for the time being (and not just a simple majority present at a meeting when the resolution is considered) and such resolution shall be recorded in the minutes and signed by the new Trustee and by the chairman of the meeting and such records shall be conclusive evidence of his appointment
- (b) When any new Trustee is appointed the Trustees shall ensure that any land or other property belonging to the Trust which is not vested in the Official Custodian for Charities or in a custodian trustee or a nominee is effectively vested in the persons who are the Trustees following such appointment
- (c) 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

15. THE following provisions shall apply in relation to the retirement of Trustees:

- (a) A Trustee may retire by giving 14 days written notice to the secretary of the Trust or if there shall be no secretary to the chairman of the Trust or if there shall be no chairman to two of the Trustees and such retirement will take effect after the notice period has expired (and if posted the notice shall be sent to the last known address or addresses of the relevant officer or Trustees by first class post and shall be deemed to have been received on the next working day) provided that no retirement shall be effective if it would cause the number of trustees to fall below two
- (b) A retiring Trustee is entitled to an indemnity from the continuing Trustees at the expense of the Trust in respect of any liabilities properly incurred during his trusteeship

16. THE office of a Trustee shall be vacated if a Trustee:-

- (i) becomes bankrupt or makes any arrangement or composition with his creditors generally
- (ii) becomes of unsound mind
- (iii) resigns his office by notice in writing

or if

- (iv) the Trustees at a meeting at which a majority of the Trustees are present decide by a clear majority present at such meeting for a good and sufficient reason that the Trustee should not continue to hold office PROVIDED THAT such Trustee shall have been given Twenty One (21) days notice in writing notifying him of the intention to remove him as a Trustee and the reasons therefor and such Trustee shall have the right to be heard by the other Trustees before any vote is taken

17. IF AT any time the number of Trustees hereof (being individuals) shall fall below three the remaining Trustees shall not exercise any of the powers conferred upon the Trustees (save for the protection of the Trust Fund and for the carrying into effect of decisions made by the Trustees before their number fell below three and for the purpose of appointing a new Trustee or new Trustees) until such time as the number of Trustees shall be raised to three or more provided that this clause shall not apply if one of the Trustees or the Sole Trustee hereof is a Trust Corporation

Charging and remuneration

18. IN the management and administration of the Trust and the Trust Fund the Trustees may take such advice professional or otherwise as they consider appropriate and may make payments out of the Trust Fund in respect of the costs fees and expenses for and in relation to any such advice

19. ANY Trustee for the time being hereof being a solicitor or other person engaged in any profession shall be entitled to charge and be paid all usual professional or other charges for work done by him or his firm in connection with the execution of the trusts hereof when instructed by his fellow Trustees provided that he shall withdraw from any meeting at which his own instruction or remuneration or that of his firm is under discussion and provided that at no one time shall a majority of the Trustees benefit under this clause

20. ANY TRUSTEE hereof being an individual may not receive remuneration for his services to the Trust (save as provided for by statute or any regulation made thereunder or in the previous clause) except that he may be reimbursed all reasonable and proper out of pocket expenses incurred by him in pursuit of his duties

21. THE Trustees shall have power to remunerate any Trust Corporation in which any investments land or buildings belonging to the Trust have been vested as a custodian or holding trustee on such terms as may be agreed with the Trust Corporation provided that any such remuneration shall be reasonable

Liability of trustees

22. IN the execution of the trusts hereof no Trustee shall be liable for any loss to the property of the Trust arising by reason of any improper investment made in good faith (so long as he shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by him or by any other Trustee hereof in good faith (provided reasonable supervision shall have been exercised) or by reason of any mistake or omission made in good faith by any Trustee hereof or by reason of any other matter or thing other than wilful and individual fraud or wrongdoing or wrongful omission on the part of the Trustee who is sought to be made liable

23. THE Trustees shall have power to provide for themselves out of the income of the Trust indemnity insurance in respect of personal liabilities which they or any of them may incur in the course of the execution of their trusteeship provided that such insurance shall not extend to:

- (i) any claim arising from any act or omission which the Trustees or the trustee in

- question knew to be a breach of trust or breach of duty or which was committed by the Trustees or the trustee in question in reckless disregard of whether it was a breach of trust or breach of duty or not, and
- (ii) the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees or the Trustee in question in their capacity as trustees of the Trust

Protection of purchasers

24. ANY statement in writing signed by the Trustees or any two of them to the effect that any contract deed or act signed executed or done was or is in accordance with and authorised by the trusts powers and provisions herein declared and contained shall in favour of any purchaser or other person dealing with the Trustees be conclusive evidence of the fact

General provisions

25. ANY Trustee dissenting from any lawful decision of the majority of the Trustees shall nevertheless concur in executing and doing all such instruments and acts as may be requisite for the purpose of giving effect to such decision

26. A RESOLUTION in writing signed by all the Trustees entitled to receive notice of a meeting of the Trustees shall be as valid and effective as if it had been passed at a meeting of the Trustees duly convened and held and such a resolution may consist of several documents in the same form each signed by one or more of the Trustees.

27. A MEETING of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants can see (whether through some form of video link or otherwise) and may communicate with all the other participants

Winding up of the trust

28. IF not less than two thirds of the Trustees at any time decide that it is expedient to discontinue the Trust any assets remaining after the satisfaction of all its debts and liabilities shall not be paid to or distributed among the Trustees but shall be given to such other charitable institution or institutions having similar objects to the Trust as the Trustees shall with the approval of the Charity Commissioners decide

Amendment

29. THE Trustees may by deed or deeds stated to be supplemental hereto vary supplement or amend any of the provisions of this Deed provided that:-

- (i) no amendment shall be made to clauses 4 (Objects), 13 (Trustees adhering to Statement of Faith), 28 (Winding up) and this clause or to the Schedule without the consent of the Charity Commissioners

(ii) no amendment shall be made which would cause the Trust to cease to be a charity in law

SCHEDULE
Statement of Beliefs

The Trust unites with the members of Churches Together in Sevenoaks and District in pilgrimage acknowledging God's revelation in Christ and confessing the Lord Jesus Christ as God and Saviour according to the Scriptures; and in obedience to God's will and in the power of the Holy Spirit the Trust commits itself

to seek a deepening of communion with Christ and of fellowship with all within the Church, which is His Body, and

to fulfil its mission to proclaim the Gospel by common witness and service in the world

to the glory of the one God, Father, Son and Holy Spirit

The Trust seeks to serve the community of Sevenoaks and District regardless of the race religion or creed of any person or persons in need

IN WITNESS whereof the parties hereto have hereunto set their hands the day and year first above written

SIGNED AS A DEED by the said
ROBERT JOHN MARSH

In the presence of W R Parkin (address supplied)

SIGNED AS A DEED by the said
CHRISTOPHER SIDNEY WILLIAMS

In the presence of C J Walker (address supplied)

SIGNED AS A DEED by the said
BRUCE ALASTAIR WALKER

In the presence of A E Marsh (address supplied)

SIGNED AS A DEED by the said
**REVEREND DOCTOR MICHAEL
DAVID COOKE**

In the presence of G Norman (address supplied)

SIGNED AS A DEED by the said
STEPHEN DAVID SCOTT

In the presence of W R Parkin (address supplied)

In the original of the Trust Deed as lodged with the Charity Commissioners, full signatures, address and witness details were of course supplied.