

# **TRUST DEED**

## **Rosie's Trust**

THIS DECLARATION OF TRUST is made this **Twentieth** day of **January 2015** by the respective persons whose full names and addresses are set out in the First Schedule hereto ('the first Trustees').

The First Trustees hold the sum of £150.00 on the trusts declared in this deed and they expect that more money or assets will be acquired by them on the same trusts.

NOW THIS DEED WITNESSES AS FOLLOWS:

### **1. INTRODUCTION AND NAME**

1.1 The name of the Charity is Rosie's Trust.

### **2. OBJECTS**

2.1 The Charity is established for the advancement of animal welfare and to relieve the need and promote the wellbeing and mental health of people who have a terminal illness, or are advancing in age or those undergoing acute cancer treatment ('the beneficiaries') in Northern Ireland ('the area of benefit') by:

- (1) providing, or assisting in the provision of, care for their companion pets in their own homes when they are no longer able to independently care for them;
- (2) to find alternative homes for their companion pets when the beneficiaries are no longer able to care for them including when they die.

2.2 The Trustees must use the income of the Charity in promoting the Objects as outlined above.

### **3. POWERS**

In addition to any powers they have, the Trustees may exercise any of the following powers, in order to further the Objects (but not for any other purpose):

- 3.1 To organise volunteers to provide practical tasks such as dog walking, vet visits, feeding, cat care.
- 3.2 To provide shelter or assist in the provision of finding a home for the beneficiaries' companion pets.
- 3.3 To provide advice and to publish or distribute information.
- 3.4 To co-operate with other charities and bodies.
- 3.5 To support, administer or set up other charities.
- 3.6 To raise funds (but not by means of taxable permanent 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:
  - (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 pay the costs of forming the Charity.
- 3.19 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 There shall be not less than three Trustees. Whenever the number of Trustees is reduced to less than three, an appointment shall be made as soon as practicable in order to increase the number of Trustees to at least three.
- 4.3 Subject to clause 4.7, the First Trustees are entitled to hold office for life.
- 4.4 Future Trustees must be appointed 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.
- 4.6 Every future Trustee must sign a declaration of willingness to act as a Trustee of the Charity before he or she may act as a Trustee.

- 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/her own affairs;
  - (3) is absent without notice 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.
- 4.8 A retiring Trustee is entitled to an indemnity from the continuing Trustees at the expense of the Charity in respect of any liabilities properly incurred during his/her Trusteeship.
- 4.9 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.

## **5. PROCEEDINGS OF TRUSTEES**

- 5.1 The Trustees must hold at least 4 meetings each year.
- 5.2 A quorum at a meeting of the Trustees is 3 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. 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 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 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) 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 of 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) the benefit of indemnity insurance;
- (8) in exceptional cases, other payments or benefits (but only with the written approval of the Charity Commission in advance).

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 in return for a payment or other material benefit if:

- (1) the goods or services 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 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;
  - (3) in the case of land, by the Official Custodian for Charities under an order of the Charity Commission or the Court.
- 8.2 Any appointed nominee company acting under 8.2(2) and any trust corporation appointed under clause 8.2(3) and any custodian appointed under clause 8.2(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 Charity 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.

## **10. AMENDMENTS**

This Deed may be amended by supplemental deed on a resolution passed by two-thirds 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.

10.2 Clause 7 may not be amended without the prior written consent of the Charity Commission.

## **11. AMALGAMATION**

11.1 The Trustees may at any time on a resolution passed by at least two-thirds of the Trustees transfer the assets and liabilities of the Charity to another charity.

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.

## **12. DISSOLUTION**

12.1 The Trustees may at any time decide by resolution passed by at least two-third 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:
- (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 Charity Commission approves in writing in advance.
- 12.3 A final report and statement of account relating to the Charity must be sent to the Charity Commission.

### **13. INTERPRETATION**

- 13.1 In this Deed the following expressions have the following meanings:

'area of benefit' means Northern Ireland

'the Charities Act' means the Charities Act (NI) 2008 and any statutory modification or re-enactment for the time being in force thereof;

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

'the Charity Commission' means the Charity Commission for Northern Ireland 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;

'custodian' has the meaning prescribed by section 17(2) of the Trustee Act (NI) 2001;

'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;

'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 the Charities Act;

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

'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;

'trustee' means a trustee of the Charity and 'Trustees' means the persons having the general control and management of the administration of the charity;

'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;

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.

FIRST SCHEDULE

	NAME	ADDRESS
1	Catherine Anne Pringle	11 Denorrtton Park Belfast BT4 1SE
2	Sheelagh Teresa Ryan	11 Denorrtton Park Belfast BT4 1SE
3	Michelle Mc Avoy	19 Rutherglen Park Bangor Co Down BT19 1DD
4	_____	_____ _____
5	_____	_____ _____
6	_____	_____ _____


**IN WITNESS of this deed the parties to it have signed below**

**1. Signed as a deed by:**

Trustee Name Catherine Anne Pringle Signature 

on this...20<sup>th</sup>... (day) of...JANUARY..... (month)...2015..... (year)

in the presence of:

Witness Name: SHARON L GUESPIE Signature 

Address: 45 ORBY GARDENS  
BELFAST BT5 5HS

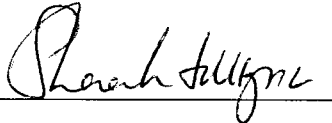
Occupation: UNEMPLOYED

**2. Signed as a deed by:**

Trustee Name Sheelagh Teresa Ryan Signature 

on this...20<sup>th</sup>... (day) of...JANUARY..... (month)...2015..... (year)

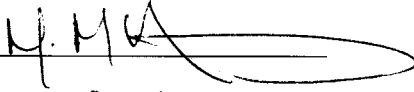
in the presence of:

Witness Name: SHARON L GUESPIE Signature 

Address: 45 ORBY GARDENS  
BELFAST BT5 5HS

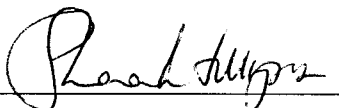
Occupation: UNEMPLOYED

**3. Signed as a deed by:**

Trustee Name Michelle Mc Avoy Signature 

on this...20<sup>th</sup>... (day) of...JANUARY..... (month)...2015..... (year)

in the presence of:

Witness Name: SHARON L GUESPIE Signature 

Address: 45 ORBY GARDENS  
BELFAST BT5 5HS

Occupation: UNEMPLOYED