

TRUST DEED

Holywell Trust

THIS DECLARATION OF TRUST is made this 31st day of March 2007 by the respective persons whose occupations are set out in the First Schedule hereto.

WHEREAS

The trustees hold the sum of £10 and it is contemplated that further moneys, investments or property may be paid or transferred to the Trustees to be held upon the trusts herein declared which said moneys investments or property whatsoever held for the aforesaid purposes shall comprise the Trust Fund. The Trustees desire to declare the Trusts in the terms hereinafter appearing.

NOW THIS DEED WITNESSES and it is hereby agreed and declared as follows:

1. Definitions and Interpretation

In this deed the following expressions shall have the following meanings:

- 1.1 "The Charity" means the Charity established by this deed to be known as the Holywell Trust.
- 1.2 "The Trustees" means such persons from time to time acting as the Trustees for the time being of this deed and "Trustee" means any one of the Trustees.
- 1.3 The "Trust Fund" means any moneys or property which may be paid or transferred to the Trustees at any time to be held by them on the charitable trusts declared by this deed and the investments from time to time representing the same.

SUZANNE MORAN LLB  
 SOLICITOR  
 1A SHIPQUAY PLACE  
 LONDON  
 BT4 6LN

*I Suzanne R. Moran Solicitor of 7 Shipquay Place London hereby treat this document as being a true copy of the original from which taken - This document consists of 10 pages in total*

- 1.4 The "area of benefit" means Derry/Londonderry and its environs.
- 1.5 Unless the context otherwise requires the singular includes the plural and the masculine includes the feminine and vice versa.
- 1.6 Clause headings are for reference only and shall not be taken into consideration in their interpretation.

2. Trust Fund

The Trustees shall hold the Trust Fund on trust either to retain or sell the same for any part of it and to invest the proceeds in or on any investments authorised by this deed (with power from time to time to vary such investments) and to pay or apply the net income of the Trust Fund and any part of the capital at their absolute discretion in furtherance of the objects of the Charity declared in clause 3.

3. Objects

The Trust is established to advance education and to promote the benefit of the inhabitants of the Derry/Londonderry city and urban area and its environs of the North West of Northern Ireland (hereinafter called the "area of benefit") without distinction of age, gender, disability, sexual orientation, nationality, ethnic identity, political or religious opinion, by associating the statutory authorities, community and voluntary organisations and the inhabitants in a common effort to advance education, and to provide facilities in the interests of social welfare for recreation or other leisure-time occupation, with the object of improving the conditions of life for the said inhabitants and in particular:

- a) to maintain and manage or co-operate with any local authority in the maintenance of a centre or centres in the area of benefit for activities promoted by the Trust ( hereinafter called "the Centre").
- b) to advance education concerning and carry out research into local history by collecting and recording information, and in particular forming an archive of the works of the area of benefit;

c) to raise awareness and provide education among the community about environmental issues and conduct programmes to protect the environment;

d) the recruitment, selection and sending out of volunteers for short term service within the area of benefit.

4. Powers of the Trustees

In furtherance of the above objects but not further or otherwise the Trustees shall be entitled to exercise such powers and authority and to take such action as to them shall seem necessary and in particular (but without prejudice to the generality thereof) the Trustees shall be entitled:

- 4.1 To appoint as clerk one of their number without remuneration who shall be dismissible at their pleasure or some other fit person at such reasonable salary and on such reasonable terms as to notice and otherwise as the Trustees think fit.
- 4.2 To employ such persons (who shall not be Trustees) to perform such duties as the Trustees consider necessary for the proper administration of the Charity at such reasonable salaries and on such reasonable terms as to notice and otherwise as the Trustees think fit and to provide for the payment of such pensions and superannuation for such persons as may be reasonable and necessary.
- 4.3 To delegate Trustees' powers of management to a committee appointed in accordance with Regulations made under clause 4(9) hereof provided that all proceedings of such a committee are reported in due course to the Trustees.
- 4.4 Subject to such consents as are required by law to borrow money whether or not on the security of the Trust Fund or any part of it with power to charge any part of the capital or income with the repayment of the money so borrowed.

- 4.5 To raise funds by appealing for and inviting contributions (whether periodical or otherwise) from any person by way of donation covenant grant loan legacy or subscription and to accept donations on any special trusts in connection with the Charity provided that the Trustees shall not undertake any permanent substantial trading activity in raising funds for the objects of the Charity.
- 4.6 To purchase take on lease or in exchange hire or otherwise acquire any property for use for the purposes of the Charity.
- 4.7 To sell mortgage let or exchange any property or funds belonging to the Charity.
- 4.8 To invest trust money in the purchase of or at interest on the security of such stocks funds shares securities or other investments or property of whatever nature and wherever situated as the Trustees in their absolute discretion think fit to the intent that the Trustees shall have the same full and unrestricted powers of investing and transporting investments as if they were beneficially entitled to the Trust Fund.
- 4.9 To make regulations from time to time for the administration of the Charity and for the management and conduct of the Trustees' business including the summoning and chairmanship of meetings the number of Trustees required to constitute a quorum the deposit of money at a proper bank and the custody of deeds securities and documents.

5. Accounts

The Trustees shall keep a minute book and proper books of account and shall prepare consecutive statements of account consisting of an income and expenditure account relating to a period of not more than 15 months and of a balance sheet relating to the end of such period.

6. Banking

The Trustees shall maintain such banking accounts for the Charity at First Trust Bank Ltd., Meadowbank, Derry/Londonderry or such other bank or building society as they consider convenient and every sum received on account of the Charity shall be paid to the credit of such accounts.

7. Appointment of Trustees

A new Trustee may be appointed by resolution of a meeting of all the Trustees passed by a majority of those present.

8. Number of Trustees

There shall be not less than four 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.

9. Removal of Trustees

A Trustee may be removed from office upon a vote in that behalf carried by the majority of Trustees but so that no such removal shall be effected without the notification of such proposal being given to the person proposed to be removed.

10. Honorary Officers

The Trustees shall elect from among their number a Chairperson, Secretary and Treasurer as Honorary Officers in each year at an annual meeting held inter alia for such purpose.

11. Annual General Meeting

An annual general meeting of the Trustees shall be held within 3 months of the end of the financial year in each year when the aforesaid Honorary Officers shall be elected and when audited accounts of the Trust Fund together with a report on the activities of the Trust and the proposals of the Trustees for the incoming year (if any) shall be

tabled for adoption. The Trustees shall be entitled to invite members of the public to attend as observers at any Annual General Meeting or any other meeting of the Trustees.

12. Trustees Meetings

Meetings of the Trustees shall be held on a regular basis and in any event at least four times in every year.

13. Extraordinary General Meetings

An Extraordinary General Meeting of the Trustees may be convened at any time upon the requisition of at least two Trustees and such meeting shall be held within 21 days of such requisition being delivered to the Honorary Secretary for the time being provided always that Notice of the purpose of the meeting is also given by the requisitionists.

14. Quorum

There shall be a quorum when at least one third of the number of trustees for the time being or three trustees, whichever is the greater, are present at a meeting.

15. Trustees' interest in the Trust Fund

No Trustee shall take or hold any interest in any property belonging to the Trust Fund otherwise than as Trustee for the purposes of the Charity and no Trustee shall receive remuneration or be interested in the supply of work or goods at the expense of the Charity provided nevertheless that:

15.1 Trustees' expenses

A Trustee may be reimbursed any reasonable and proper expenses incurred by him in carrying out his duties including any travelling or other expenses incurred by him as Trustee.

15.2 Professional charges

Any Trustee being a solicitor accountant 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 of the Charity provided that there is at all times a majority of Trustees who act without remuneration and that a Trustee does not attend a meeting at which his own remuneration is discussed.

16. Trustees' indemnity

In the execution of the trusts and powers of this deed no Trustee shall be liable for any loss to the Charity 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 any mistake or omission made in good faith by him or any other Trustee or any other matter other than willful and individual fraud wrongdoing or wrongful omission on the part of the Trustee who is sought to be made liable.

17. Variation

The Trustees may amend or vary all or any of the provisions of this deed (except those in clauses 3 and 18 and in this clause) by any deed or deeds supplemental to this deed provided that no amendment or variation shall be made which will cause the Charity to cease to be a charity at law.

18. Failure of trusts

In the event of the failure of the trusts of this deed any assets remaining after satisfaction of the debts and liabilities of the Charity shall not be paid to or distributed among the Trustees but shall be given to such other charitable institution or institutions having objects similar to those of the Charity as the Trustees shall decide.

FIRST SCHEDULE

	NAME	ADDRESS	OCCUPATION
1	MAUREEN <u>HETHERINGTON</u>	<u>6 GURTYLAVAN RD.</u> <u>COLERTINE</u> <u>B751 4LT</u>	<u>COMMUNITY WORKER</u>
2	<u>Tony Carlin</u>	<u>31, PORTLOCK</u> <u>DERBY</u> <u>B7488PK</u>	<u>FACILITATOR</u>
3	<u>Una Gallagher</u>	<u>U. Gallagher</u> <u>158 Hartmore Pt</u> <u>DERBY</u>	<u>Secretary</u>
4	<u>FAMON BAKER</u>	<u>37, DEMESNE</u> <u>AVE</u> <u>CILLEGAN</u> <u>DERBY B7489AD</u>	<u>COMMUNITY WORKER</u>



IN WITNESS whereof the Trustees have set their hands and seals this 31<sup>st</sup> day of March 2008

SIGNED SEALED AND DELIVERED )

by the said )

MAUREEN HETHERINGTON )

*Maureen Hetherington*

in the presence of: EAMONN DEANE )

*Eamonn Deane*

SIGNED SEALED AND DELIVERED )

by the said )

Tony Coul )

*Tony Coul*

in the presence of: Eamonn Deane )

*Eamonn Deane*

SIGNED SEALED AND DELIVERED )

by the said )

O'Gallagher )

*O'Gallagher*

in the presence of: E. DEANE )

*E. Deane*

SIGNED SEALED AND DELIVERED )

by the said )

Eamonn Baker )

*Eamonn Baker*

in the presence of: E. DEANE )

*E. Deane*

Special General Meeting of Trustees  
3pm on 31<sup>st</sup> March 2008 at Holywell Trust Offices

Present: Maureen Hetherington, Tony Carlin, Una Gallagher, Eamonn Baker, (Trustees);  
Eamonn Deane, Director, Lisa Clements and Gemma Harkin

Apologies: Diane Greer, Willie O Donnell, John Donaghy, Terry Doherty, Bridget O'Toole  
Aileen Nichol (Trustees).

This Special General Meeting was called specifically with regards to the Trust's successful application for Charitable Status and the HM Revenue and Custom's requirements noted to the Trust on 3<sup>rd</sup> March 2008 by Mark McCarey NICVA.

The new Trust Deed which will replace the Trust's former constitution was presented to Trustees for adoption. Adoption was proposed by Maureen Hetherington and seconded by Tony Carlin.

All four Trustees present completed the 'First Schedule' on page 8 and signed the Deed dated 31<sup>st</sup> march 2008 on page 9. Eamonn Deane, Director, witnessed all signatures.

It was agreed that the signatures to the Trust Deed will be sought from other Trustees at the next meeting for the sake of full representation, however this document signed today will constitute the legal adoption.

The Charity registration number is XT8573 and shall be included at the bottom of the Trust's printed stationary in future.

Trustees thanked staff for their work on seeking Charitable Status.

The Minute of this meeting will be sent to HMRC with a copy of the adopted and signed Trust Deed.

Signed:

Date:



31 March 08