

**TRUST DEED**

**of**

**THE NEWTON PARK COMMUNITY TRUST**

**Dated                    2013**

We, [insert full name] residing at [insert home address], [insert full name] residing at [insert home address], and [insert full name] residing at [insert home address], in order to create a trust to be known as **The Newton Park Community Trust** (the “**Trust**”):

(One) appoint as trustees ourselves and [insert full name] residing at [insert home address] and [insert full name] residing at [insert home address] (who and whose successors are referred to as the “**Trustees**”)

(Two) pay the sum of £1 (the “**Initial Fund**”) to the Trustees : **AND WE DIRECT**, utilising the definitions set out in the Interpretation clause hereunder as follows:-

### **Trust Purposes**

1. The Trustees shall hold and apply the Initial Fund paid by us to them, and such other funds and assets as may from time to time be comprised in the Trust Property, in trust for the following purposes (“**Trust Purposes**”):-
  - (a) to acquire the area of land known as Newtown Park, Bo’ness (as further defined in the “**Land**”);
  - (b) to make the Land and any additional or alternative area(s) of land available (primarily to the people of Bo’ness and surrounding areas (the “**Community**”)) for the playing of football and other sports and recreational, educational and other activities (specifically excluding organised dog racing);
  - (c) to promote participation in football and other sports;
  - (d) to provide recreational facilities and arrange recreational activities with the object of improving the conditions of life of the Community; and
  - (e) to maintain, alter, build on, develop, improve, all or part of the Land, (and any additional or alternative area(s) of land) and/or buildings and/or facilities thereon, in order to ensure that they may be used extensively and safely in pursuance of the Trust Purposes; and
  - (f) to encourage community development and involvement, strengthen community cohesion and become a focal point for a range of Community based activities and programmes;
2. The expenses of creating and administering the Trust, and any tax payable in relation to the Trust, shall be met in priority to all other payments and transfers of assets out of the Trust Property.

### **Powers**

3. In the administration of the Trust, the Trustees shall, in addition to the powers and rights which are conferred by law upon trustees who are acting without remuneration, have the fullest powers with regard to investment, administration, management and disposal of the Trust Property as if they were owners; in particular (but without limiting the scope of the powers which they may exercise under the preceding provision), the Trustees shall have the following powers:-
  - (a) to assume, set up, run and support, clubs and associations for football and other sports, recreational and educational activities and carry on any other activities which further any of the Trust Purposes;
  - (b) to engage in activities to raise funds for the Trust and take such steps as may be deemed appropriate for the purpose of raising funds;
  - (c) to accept subscriptions, grants, donations, gifts, endowments and legacies of all kinds (and to accept any reasonable conditions attaching to them) and to make payments, grants,

donations, endowments, subscriptions and sponsorships of all kinds, and to attach any reasonable conditions to them;

- (d) to establish and/or support any other charity, and to make donations for any charitable purpose falling within the Trust's Purposes;
- (e) to purchase, take on lease, hire, or otherwise acquire, any property or rights;
- (f) to improve, manage, develop, exploit, turn to account and otherwise deal with, all or any part of the property, assets, undertakings, and rights of the Trust;
- (g) to sell, let, hire out, license, gift or otherwise dispose of, all or any part of the Trust Property.
- (h) to grant guarantees and grant security over, all or any of the property and assets of the Trust;
- (i) to borrow money, and to give security in support of any such borrowings by the Trust, in support of any obligations undertaken by or on behalf of the Trust or in support of any guarantee issued by or for the purposes of the Trust;
- (j) to lend money and give credit to any person with or without security and to grant guarantees and contracts of indemnity on behalf of any person;
- (k) to engage personnel and to remunerate any individual whether on a full time or part time basis or whether as a consultant or employee or otherwise, to supervise, organise, carry out work for and advise the Trustees and the Trust, and to employ such staff as are considered appropriate for the proper administration of the Trust or for the proper conduct of the Trust's activities, and to make reasonable provision for the payment of pension and/or other benefits for members of staff, ex-members of staff and their dependants;
- (l) to engage such consultants and advisers as are considered appropriate from time to time;
- (m) to effect insurance of all kinds (which may include officers' liability insurance);
- (n) to reimburse any of the Trustees out of the Trust Property, in relation to all expenses reasonably incurred by him/her in the administration of the Trust;
- (o) to deposit or invest any funds which are not immediately required for the administration of the Trust or for the Trust's activities, in such investments as may be considered appropriate (and to dispose of, and vary, such investments); and to employ professional advisers and arrange for the investments or other property of the Trust to be held in the name of a nominee;
- (p) to retain any property comprised in the Trust Property for such time as the Trustees think proper;
- (q) to have any part of the Trust Property registered in the name of a nominee and to pay reasonable fees to such nominee;
- (r) to enter into any agreements, contracts, arrangements, joint ventures or partnership with any company, organisation, government or authority which may be advantageous for the purposes of the activities of the Trust;
- (s) to liaise with other voluntary sector bodies, local authorities, EU, UK or Scottish government departments and agencies, and other bodies, all with a view to furthering the Trust Purposes; to support Organisations whose activities may further one or more of the objects of the Trust, or may generate income to support the activities of the Trust;

- (t) to form or otherwise acquire companies and other entities and acquire and hold shares or take interests in such companies or entities, and carry out, in relation to any such company or entity which is a subsidiary of the Trust, all such functions as may be associated with the holding of such shares or interests;
- (u) to grant proxies in favour of any of the Trustees (or any other person) to attend, act and vote for the Trustees at any meetings (whether of the nature of general meetings, class meetings, creditors' meetings or otherwise) relating to any investment held by the Trustees or relating to any claim by the Trustees in any liquidation or sequestration proceedings;
- (v) to transfer (without any payment being required from the transferee) to any such company, trust, association or other organisation the objects of which are similar (wholly or in part) to the Trust Purposes, the whole or any part of the Trust Property and activities (with or without its obligations, debts and liabilities), whether or not causing the Trust to be wound up;
- (w) to reorganise and/or amalgamate with any charitable organisation having objects (wholly or in part similar) to those of the Trust;
- (x) to raise or defend court or other actions and to compromise or settle by arbitration all disputed claims by or against the Trust or the Trust Property;
- (y) to supplement or amend the provisions of this Trust Deed as they think fit; and
- (z) to do anything which may be incidental or conducive to the furtherance of any of the Trust Purposes.

#### **Number of Trustees**

4. The number of Trustees shall not be more than nine.

#### **Appointment/removal/resignation**

5. The Trustees shall be entitled, by way of a resolution passed by majority vote at a meeting of the Trustees, to appoint any individual as a Trustee.
6. The Trustees shall have power to remove any individual as a Trustee, by way of a resolution passed at a meeting of the Trustees by a majority of two thirds or more of the Trustees then in office.
7. An individual holding office as a Trustee may retire by giving notice in writing to that effect to the other Trustees.

#### **Procedure at Trustees' meetings**

8. Subject to the provisions of the following paragraphs, the Trustees may regulate their proceedings as they think fit.
9. A meeting of the Trustees shall be held at least once in each year.
10. Any Trustee may call a meeting of the Trustees.
11. No notice of a meeting of the Trustees need be given to any Trustee who is absent from the United Kingdom.
12. Questions arising at a meeting of the Trustees shall be decided by a majority of votes; where there is an equality of votes, the chairperson of the meeting shall have a casting vote.
13. No business shall be dealt with at a meeting of the Trustees unless a quorum is present.

14. The quorum for meetings of the Trustees shall be the nearest whole number (always rounding up) representing one half of the total number of Trustees from time to time.
15. The Trustees shall appoint one of the Trustees to be chair, and may at any time remove the person so appointed from that office.
16. Unless he/she is unwilling to do so the Trustee serving as chair shall preside as chairperson at every meeting of the Trustees at which he/she is present; if the chair is unwilling to act as chairperson or is not present within 15 minutes after the time when the meeting was due to commence, the Trustees present may elect from among themselves the person who will act as chairperson of the meeting.
17. All acts *bona fide* done by any meeting of the Trustees, by a committee of the Trustees or by a person acting as a Trustee, shall, notwithstanding that it is afterwards discovered that there was a defect in the appointment of any Trustee or that any of them had ceased to hold office or was not entitled to vote, be as valid as if every such person had been duly appointed and had continued to be a Trustee and had been entitled to vote.
18. A resolution in writing signed by all the persons holding office as Trustees at the time shall be as valid and effective as if it had been passed at a meeting of the Trustees duly convened and held; a resolution of that kind may take the form of a number of copies containing the text of the resolution, with each copy being signed by one or more Trustees.

#### **Delegation**

19. The Trustees may delegate any of their powers to any committee consisting of one or more Trustees; any such delegation of powers may be made subject to such conditions as the Trustees may impose, and may be revoked or altered.
20. Subject to any condition imposed in pursuance of the preceding clause, the proceedings of a committee consisting of two or more Trustees shall be governed by the provisions of clauses 8 to 18 so far as they are capable of applying.

#### **Remuneration**

21. No Trustee may serve as an employee (full-time or part-time) of the Trust, and no Trustee may be given any remuneration by the Trust for carrying out his/her duties as a trustee. Nothing herein prevents the Trust retaining the services of a Trustee as a professional at normal professional rates provided there is no conflict between thus acting and their duties as a Trustee.

#### **Secretary**

22. The Trustees may appoint a secretary to the Trust for such term, at such remuneration (if any), and on such conditions, as the Trustees may think fit; and any secretary so appointed may be removed by the Trustees.
23. The Trustees may appoint and remove any other office bearers on such conditions as the Trustees may think fit.

#### **Accounts**

24. The Trustees shall ensure that proper accounting records are maintained, in accordance with all applicable statutory requirements.

25. The Trustees shall prepare annual accounts, complying with all relevant statutory requirements; if an audit is required under any statutory provisions or if the Trustees otherwise think fit, the Trustees shall ensure that an audit of such accounts is carried out by a qualified auditor.
26. An accountant engaged in an audit of the Trust's accounts shall be entitled to have access to all accounting records and other documents relating to the Trust.

#### **Limitations on liability**

27. The Trustees shall not be liable for loss or depreciation of the value of investments retained or made by them, nor for omissions, nor for neglect in management, nor for insolvency of debtors, nor for the acts, omissions, neglect or default of one another or of any banker, solicitor, factor or other agent employed by them.

#### **Conduct of Trustees**

28. Each of the Trustees shall, in exercising his/her functions as a trustee of the Trust, act in the interests of the Trust; and, in particular, must:
  - (a) seek, in good faith, to ensure that the Trust acts in a manner which is in accordance with its objects (as set out in this trust deed);
  - (b) act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;
  - (c) in circumstances giving rise to the possibility of a conflict of interest of interest between the Trust and any other party;
    - (i) put the interests of the Trust before that of the other party, in taking decisions as a Trustee;
    - (ii) where any other duty prevents him/her from doing so, disclose the conflicting interest to the Trust and refrain from participating in any discussions or decisions involving the other Trustees with regard to the matter in question;
  - (d) ensure that the Trust complies with any direction, requirement, notice or duty imposed on it by the Charities and Trustee Investment (Scotland) Act 2005.

#### **Reorganisation and Winding-up**

29. If upon the winding up or dissolution of the Trust there remains, after satisfaction of all its debts and liabilities, any Trust Property, it shall be used for such charitable purpose(s) and/or be transferred to such other organisation(s) having objects similar to the Trust Purposes as the Trustees may determine.
30. If in the opinion of the Trustees the administration of the Trust could be improved, or the Trust Purposes be advanced in a more appropriate manner or by a more appropriate vehicle, the Trustees may (without prejudice to the other provisions of this Trust Deed and subject to clause 29) in their discretion, transfer (without any payment being required from the transferee) to any such company(ies), trust(s), association(s) or other organisation(s) the objects of which are similar (wholly or in part) to the Trust Purposes, the whole or any part of the Trust Property and activities (with or without the Trust's obligations, debts and liabilities),

#### **Interpretation**

31 In this Trust Deed:

**“Community”**: means the Community as specified in clause 1(b);

**“charity”**: means a body which is either a “Scottish charity” within the meaning of section 13 of the Charities and Trustee Investment (Scotland) Act 2005 or a “charity” within the meaning of section 1 of the Charities Act 2011;

**“charitable purpose”**: means a charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the application of the Taxes Acts;

**“Initial Fund”**: means the Initial Fund defined in clause (Two);

**“Land”**: means [Newtown Park Bo’ness, *DESCRIBE*];

**“Trust”**: means the Newton Park Community Trust as set up by this Trust Deed;

**“Trust Deed”**: means this trust deed (including any supplementation or amendment effected in accordance this Trust Deed);

**“Trust Property”**: means the Initial Fund paid by us to the Trustees, and such other funds and assets as may from time to time be received by the Trustees (including the Land) as trustees under the Trust Deed (from us or any other person), including without prejudice to the foregoing, accumulations of income and the assets in which any funds so received may from time to time be invested;

**“Trust Purposes”**: means the purposes specified in clause 1.

**“Trustees”**: means the Trustees as set out in clause (One) together with their successors in terms of this Trust Deed.

32. Any reference in this Trust Deed to a provision of any legislation shall include any statutory modification or re-enactment of that provision in force from time to time. We declare that the Trust Deed shall be irrevocable.

This Trust Deed, consisting of this and the 6 preceding pages, is executed as follows:-

SUBSCRIBED by the said [insert full name]

[insert full name] and [insert full name]

at

on

in the presence of

SUBSCRIBED by the said [insert full name]

[insert full name] and [insert full name]

at

on

in the presence of

SUBSCRIBED by the said [insert full name]

[insert full name] and [insert full name]

at

on

in the presence of

SUBSCRIBED by the said [insert full name]

[insert full name] and [insert full name]

at

on

in the presence of