

**Teams of Our Lady – Equipes Notre Dame GB**



# **Declaration of Trust**

## **2018 update**

THIS DECLARATION OF TRUST IS MADE

The .....31st...day of .....August.....2018. by

("the current trustees" who together with the future trustees of this deed are referred to as "the trustees")

WHEREAS the first trustees hold

(a) £100

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on the trusts declared in this deed and it is contemplated that further money or assets may be paid or transferred to the trustees upon the same trusts.

NOW THIS DEED WITNESSES AS FOLLOWS:

**A. Administration**

The charitable trust constituted by this deed ("the Charity") and its property ("the trust fund") shall be administered and managed by the trustees under the name of

Equipes Notre-Dame Great Britain

or by such other name as the trustees from time to time decide with the approval of the Charities Commissioners for England and Wales ("the Commissioners")

**B. Objects**

The trustees shall hold the trust fund and its income upon trust with the tenets of the Christian faith in particular by the promotion of Christian marriage, family life and the spiritual development of husband and wife.

**C. Powers**

In furtherance of the objects but not otherwise the trustees may exercise any of the following powers:

- (i) To raise funds and invite and receive contributions: Provided that in raising funds the trustees shall not undertake any substantial permanent trading activity and shall conform to any relevant statutory regulations;

- (ii) to buy, take on lease or in exchange, hire or otherwise acquire any property necessary for the achievement of the objects and to maintain and equip it for use;
- (iii) subject to any consents required by law to sell, lease or otherwise dispose of all or any part of the property comprised in the trust fund;
- (iv) to cooperate with other charities, voluntary bodies and statutory authorities operating in the furtherance of the objects or of similar charitable purposes and to exchange information and advice with them;
- (v) to establish and support any charitable trusts, associations or institutions formed for the objects or any of them;
- (vi) to appoint and constitute such advisory committees as the trustees may think fit;
- (vii) to delegate to any one or more of the trustees the transaction of any business or the performance of any act required to be transacted or performed in the execution of the trusts of the Charity and which is within the professional or business competence of such trustee or trustees: Provided that the trustees shall exercise reasonable supervision over any trustee or trustees acting on their behalf under this provision and shall ensure that all their acts and proceedings are fully and promptly reported to them;
- (viii) to do such other lawful things as are necessary for the achievement of the objects.

**D. Appointment of Trustees**

- (1) The body of trustees shall consist when complete of eight. persons being: eight ex-officio trustees;
- (2) The ex-officio trustees shall be the 3 Regional Couples for South, Central and North Regions and the Provincial Treasurers.
- (3) If for any reason trustees cannot be appointed in accordance with the foregoing provisions, the statutory power of appointing new or additional trustees shall be exercisable.

**E. Eligibility for trusteeship**

- (1) No person shall be appointed as a trustee:
  - (a) unless he or she has attained the age of 18 years; or
  - (b) in circumstances such that, has he or she been a trustee, he or she would have been disqualified from office under the provisions of the following clause.
- (2) No person shall be entitled to act as a trustee whether on a first or any subsequent entry into office until after signing in the minute book of the trustees a declaration of acceptance and willingness to act in the trusts of the Charity.

#### **F. Determination of trusteeship**

A trustee shall cease to hold office if he or she:

- (1) Is disqualified from acting as a trustee by virtue of section 45 of the Charities Act 1992 (or any statutory re-enactment or modification of that provision);
- (2) Becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
- (3) Is absent without permission of the trustees from all their meetings held within a period of 6 months and the trustees resolve that his or her office be vacated; or
- (4) Notifies to the trustees a wish to resign (but only if at least two trustees will remain in office when the notice of resignation is to take effect).

#### **G. Vacancies**

If a vacancy occurs the trustees shall note the fact in their minute book at their next meeting. Any eligible trustee may be re-appointed. So long as there shall be fewer than two trustees none of the powers or discretions hereby or by law vested in the trustees shall be exercisable except for the purposes of appointing a new trustee or trustees.

#### **H. Ordinary meetings**

The trustees shall hold at least two ordinary meetings in each year.

#### **I. Calling meetings**

The first meeting of the trustees shall be by Thomas and Maureen Hoban or if no meeting has been called within three months after the date of this deed by any two of the trustees. Subsequent meetings shall be arranged by the trustees at their meetings or may be called at any time by the chairman or any two trustees upon not less than ten days' notice being given to the other trustees.

#### **J. Chairman**

The trustees at their first ordinary meeting in each year shall elect one of their number to be the chairman of their meetings until the commencement of the first ordinary meeting in the following year. The chairman shall always be eligible for re-election. If the chairman is not present within ten minutes after the time appointed for holding a meeting or there is no chairman the trustees present shall choose one of their numbers to be chairman of the meeting.

#### **K. Special meetings**

A special meeting may be called at any time by the chairman or any two trustees upon not less than four days' notice being given to the other trustees of the matters to be discussed,

but if the matters include an appointment of a trustee [or a proposal to amend any of the trusts of this deed] then upon not less than 21 days' notice being given. A special meeting may be called to take place immediately after or before an ordinary meeting.

#### **L. Quorum**

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, are present at the meeting.

#### **M. Voting**

Every matter shall be determined by a majority of votes of the trustees present and voting on the question. The chairman of the meeting shall have a casting vote whether he or she has or has not voted previously on the same question but no trustee in any circumstances shall give more than one vote.

#### **N. Minutes**

The trustees shall keep minutes, in books kept for the purpose, of the proceedings at their meetings.

#### **O. Accounts**

The trustees shall comply with their obligations under the Charities Act 1992 (or any statutory re-enactment or modification of that Act) with regards to:

- (1) the keeping of accounting records for the Charity;
- (2) the preparation of annual statements of accounts for the Charity;
- (3) the auditing or independent examination of the statements of account of the Charity; and
- (4) the transmission of the statements of account of the Charity to the Commissioners.

#### **P. Annual Report**

The trustees shall comply with their obligations under the Charities Act 1992 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the Commissioners.

#### **Q. Annual Return**

The trustees shall comply with their obligations under the Charities Act 1992 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return

and its transmission to the Commissioners .

**R. General Power to make regulation**

Within the limits of this deed the trustees shall have full power from time to time to make regulations for the management of the Charity and for the conduct of their business, including the calling of meetings, the deposit of money at a bank and the custody of documents.

**S. Bank account**

Any bank account in which any part of the trust fund is deposited shall be operated by the trustees and shall be held in the name of the Charity. All cheques and orders for the payment of money from such account shall be signed by at least two trustees .

**T. Trustees not to be personally interested**

- (1) Subject to the provisions of sub-clause (2) of this clause; No trustee shall acquire interest in property belonging to the Charity (otherwise than as a trustee for the Charity or receive remuneration or be interested (otherwise than as a trustee) in any contract entered into by the trustees.)
- (2) Any trustee who is a solicitor, accountant or other person engaged in any profession may charge and be paid all the usual professional charges for business done by him or her or his or her firm when instructed by the other trustees to act in a professional capacity on behalf of the Charity: Provided that at no time shall a majority of the trustees benefit under this provision and that a trustee shall withdraw from any meeting at which his or her own instruction or remuneration, or that of his or her firm, is under discussion.

**U. Indemnity**

In the execution of the trusts hereof no trustee shall be liable for any loss to the property of 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 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) although the employment of such agent was strictly not necessary or by reason of any other matter or thing other than wilful and individual fraud wrongdoing or wrongful omission on the part of the trustee who is sought to be made liable.

**V. Amendment of Trust Deed**

- (1) The trustees may amend the provisions of this deed, provided that:
  - (a) No amendment may be made to clause B (the objects clause) unless it appears to the trustees that the objects can no longer provide a suitable and effective method of using the trust fund;
  - (b) No amendment may be made to clause B (the objects clause), clause T (trustees not to be personally interested clause) or this clause without the prior consent in writing of the Commissioners; and
  - (c) No amendment may be made which has the effect of the Charity ceasing to be a charity at law.
- (2) Any amendment shall be made by deed under the authority of a resolution passed at a special meeting of the trustees.
- (3) The trustees should promptly send the Commissioners a copy of any amendment made under this clause.

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

Signed as a deed by the said:

Signed by the Regional Couples and GB Treasurers who are therefore the Trustees

Declarations of acceptance and willingness to act in the trusts of the Charity:

To be appended to October 2018 minutes.

“I declare that I accept my appointment and that I am willing to act in the trusts of the Charity”

(please copy this phrase and sign your name)