

# **Declaration of Trust**

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## **[Henleaze Junior School Fund]**

Dated                      19 July                      2017

This Declaration of Trust is dated

19 July

2017

By:

**Henleaze Junior School**, a company limited by guarantee and exempt charity (company number 07763421), whose registered office is at Park Grove, Bristol BS9 4LG (the "**Trustee**").

**This Deed witnesses as follows:**

## 1 Background

- 1.1 The Trustee holds the sum of ten pounds (£10) on the charitable trusts, powers and provisions declared in this Deed.
- 1.2 Further money, assets or property may be paid or transferred to the Trustee to be held on the charitable trusts, powers and provisions set out in this Deed as part of the Fund.

## 2 Interpretation

- 2.1 In this Deed the following expressions have the following meanings:
  - 2.1.1 "**Academy Agreement**" means an academy agreement as defined by section 1 of the Academies Act 2010;
  - 2.1.2 "**Charities Act**" means the Charities Act 2011;
  - 2.1.3 "**Fund**" means the assets referred to in recital 1.1 of this Deed, all further assets added to the Fund whether by way of further settlement, capital accretion or otherwise and the assets from time to time representing these respectively;
  - 2.1.4 "**charity trustee**" has the meaning prescribed by section 177 of the Charities Act;
  - 2.1.5 "**Commission**" means the Charity Commission for England and Wales;
  - 2.1.6 "**custodian**" has the meaning prescribed by section 17(2) of the Trustee Act 2000;
  - 2.1.7 "**facilities**" includes goods and services;
  - 2.1.8 "**month**" means calendar month;
  - 2.1.9 "**Objects**" means the charitable objects set out in clause 3;
  - 2.1.10 "**School**" means the academy known as "Henleaze Junior School" carried on by the Trustee [and any other academy carried on or operated by the Trustee from time to time];
  - 2.1.11 "**written**" or "**in writing**" refers to a legible document on paper including a fax message.
- 2.2 In this Deed, references to:
  - 2.2.1 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;
  - 2.2.2 the Secretary of State for Education include any successor to the Secretary of State for Education; and
  - 2.2.3 the Trustee include any successor trustee of the Fund.

### **3 Name**

- 3.1 The name of the Fund is the [Henleaze Junior School Fund] (or such other name chosen by resolution of the Trustee from time to time).

### **4 Objects**

- 4.1 [The Objects of the Fund are to advance the education of pupils at the School by providing and assisting in the provision of facilities for education at the School for which funding, payments or other financial assistance is not provided under an Academy Agreement between the Trustee and the Secretary of State for Education.]

#### **OR**

- 4.1 [The Objects of the Fund are to advance the education of pupils at the School by providing and assisting in the provision of facilities for education at the School and, in particular (but without limitation), of facilities for which funding, payments or other financial assistance is not provided under an Academy Agreement between the Trustee and the Secretary of State for Education.]
- 4.2 In this Deed "charitable" means charitable in accordance with the law of England and Wales provided that it will not include any purpose which is not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and / or section 2 of the Charities Act (Northern Ireland) 2008. For the avoidance of doubt, the system of law governing this Deed and the constitution of the Fund is the law of England and Wales.
- 4.3 The Trustee declares that the Fund shall form a special trust of the Trustee and not a distinct charity and shall be accounted for as a restricted fund in the Trustee's accounts.

### **5 Application of the Fund**

- 5.1 The Trustee shall apply the income (and may apply the capital) of the Fund in promoting the Objects in such manner as the Trustee shall in its absolute discretion think fit.

### **6 Powers**

- 6.1 The Trustee has the power to do anything within the law, provided that such powers may be exercised only in promoting the Objects, including (but without limitation) the power:
- 6.1.1 To assist and support the education of pupils at the School, including by the provision of awards and prizes.
  - 6.1.2 To relieve the financial hardship of pupils at the School by the provision of bursaries, scholarships, equipment or in any other way the Trustee thinks fit to enable them to pursue their education.
  - 6.1.3 To provide grants or other financial assistance to assist pupils at the School in financial need to undertake extra-curricular educational activities (including educational travel in the United Kingdom or overseas).
  - 6.1.4 To provide training and other forms of support and assistance for employees of the Trustee.
  - 6.1.5 To accept as part of the capital of the Fund any gifts, endowments, legacies, bequests, devises, subscriptions, grants, loans or contributions of any kind of money or property of any kind including contributions subject to special trusts or conditions, provided that in relation to any contributions subject to any special trusts or conditions the Trustee will hold and apply the same in accordance with the

trusts and conditions on which they were transferred and will only deal with or invest the same in such manner allowed by law, having regard to such trusts.

- 6.1.6 To adopt such means of publicising the Fund, its activities and the Objects as may seem expedient.
- 6.1.7 To take such steps by personal or written appeals, public meetings, film shows, sales of booklets and advertising matter, or otherwise, as may from time to time be deemed expedient for procuring contributions or donations or income to enable the Fund to carry out any of the Objects.
- 6.1.8 To procure, obtain, collect and receive money and funds by way of fees, contributions, donations, subscriptions, legacies, grants, licence fees, appeals for funds or any other lawful method, and to accept and receive any gifts or property of any description, whether subject to any special trust or not, provided always that any moneys so received by the Trustee will be used or applied for or towards the Objects.
- 6.1.9 To co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them.
- 6.1.10 To sell, lease, let or otherwise dispose of any part of the property belonging to the Fund (but only in accordance with any applicable restrictions imposed by the Charities Act).
- 6.1.11 To lend all or any part of the property belonging to the Fund or to any other body established for charitable purposes with or without security and upon terms as to interest (if any) and repayment as the Trustee thinks fit.
- 6.1.12 To borrow money and give security for loans and charge all or any part of the property of the Fund (but only in accordance with any applicable restrictions imposed by the Charities Act).
- 6.1.13 To make any charitable grant or donation either in cash or assets for the furtherance of the Objects.
- 6.1.14 To deposit or invest funds in any lawful manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification).
- 6.1.15 To delegate upon such terms and at such reasonable remuneration as the Trustee may think fit to a professional investment manager (the **Manager**) the exercise of all or any of its powers of investment provided that:
  - (a) the Manager will be authorised to carry on investment business under the provision of the Financial Services and Markets Act 2000 as amended from time to time or any legislation enacted in substitution thereof;
  - (b) the delegated powers will be exercised only within clear policy guidelines drawn up in advance by the Trustee;
  - (c) any Manager will be under a duty to report promptly to the Trustee any exercise of the delegated powers and in particular to report every transaction carried out by the Manager to the Trustee promptly and to report regularly on the performance of investments managed by them;
  - (d) the Trustee will review the arrangements for delegation at intervals not (in the absence of special reasons) exceeding 12 months but so that any failure

by the Trustee to undertake such reviews within the period of 12 months will not invalidate the delegation;

- (e) the Trustee will be responsible for choosing the Manager, fixing or enforcing the terms upon which the Managers are employed, requiring the remedy of any breaches of these terms and otherwise supervising the Managers but otherwise will not be liable for the acts and defaults of the Managers;
- (f) the Trustee will be entitled to cancel the delegation arrangement at any time; and
- (g) the Manager will be appointed on terms that they do not in respect of the assets of the Fund do anything outside the powers of the Trustee as trustee of the Fund.

6.1.16 To arrange for all or any part of the Fund to be invested on a pooled basis with other funds administered by the Trustee which may be held on special trusts or as endowment.

6.1.17 To arrange for investments or other property of the Fund to be held in the name of a nominee (being a corporate body) under the control of the Trustee or a person authorised under the provisions of the Financial Services and Markets Act 2000 as amended from time to time or any legislation enacted in substitution thereof acting under their instructions and to pay any reasonable fee required.

6.1.18 To accumulate the income generated by the Fund, including income produced by the investment of income which has previously been accumulated, and add it to the capital of the Fund during the period of 21 years (or such longer period of time as may be permitted by law) from the date on which the Trustee first receives the donation or any instalment of it.

6.1.19 To insure the property of the Fund against any foreseeable risk and take out other insurance policies to protect the Fund when required.

6.1.20 To indemnify the Trustee in respect of any liabilities incurred in or about the administration of the Fund (including the costs of a successful defence to criminal proceedings).

6.1.21 To pay reasonable fees to any nominee or holding trustee.

6.1.22 To support research.

6.1.23 To do anything else within the law which promotes or helps to promote the Objects.

## **7 The Trustee**

7.1 The Trustee as charity trustee is responsible for the management and control of the Fund.

## **8 Administrative powers of the Trustee**

8.1 The Trustee may from time to time make and amend such rules in relation to the administration of the Fund as it shall in its absolute discretion think fit.

8.2 The Trustee shall be entitled to make decisions and otherwise regulate its management and control of the Fund in such manner as it shall in its absolute discretion think fit, including in accordance with its own memorandum and articles of association from time to time.

8.3 Subject to the provisions of clause 6.1.15, the Trustee may from time to time delegate any of the powers conferred on it by this Deed or by law to such person (including any employee or committee of the Trustee) by such means, to such an extent, in relation to such matters and on such terms of reference as the Trustee thinks fit. The Trustee may at any time revoke any delegation in whole or part or alter its terms.

## **9 Benefits to the Trustee**

9.1 The Fund must only be applied to promote the Objects but for the avoidance of doubt the Trustee shall be entitled to benefit from the Fund by way of:

- 9.1.1 an indemnity in accordance with this Deed; and
- 9.1.2 any benefit provided to the Trustee, its employees or pupils at the School in its or their capacity as beneficiaries of the Fund; and
- 9.1.3 other payments or benefits permitted by law or with the prior consent of the Commission.

9.2 This clause may not be amended without the prior written consent of the Commission.

## **10 Records and accounts**

10.1 The Trustee must comply with all applicable legal requirements in relation to the keeping of financial records and (if required) the audit of accounts for the Fund.

10.2 The Trustee must keep accounting records which enable it to identify any assets of the Fund which are held subject to conditions or on trusts which are more restrictive than those set out in this Deed.

10.3 The Trustee must maintain proper records of all decisions taken by it in its capacity as charity trustee of the Fund (including any decisions of any person to whom the Trustee delegates any of its powers).

## **11 Amendments and additions**

11.1 All or any of the provisions of this Deed may be amended or added to by a supplemental deed made or approved by a resolution of the Trustee but no amendment is valid if:

- 11.1.1 it would change the Objects (except with the prior written consent of the Charity Commission); or
- 11.1.2 it would change this clause (except with the prior written consent of the Charity Commission); or
- 11.1.3 it would cause the Fund to cease to be held on charitable trusts.

11.2 Clauses 4 and 11 may not be amended without the prior written consent of the Commission.

## **12 Amalgamation**

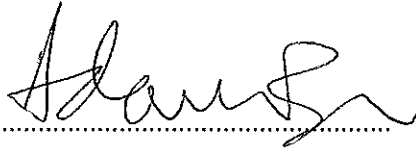
12.1 The Trustee may at any time by resolution transfer all or part of the assets and liabilities of the Fund to another charity (including any other charitable trust or endowment of which the Trustee is trustee) established for exclusively charitable purposes within, the same as or similar to the Objects on such terms as the Trustee in its absolute discretion shall think fit.

12.2 In the event that the Trustee ceases to operate an academy, or the Trustee otherwise reasonably concludes that the Objects can no longer be fulfilled in whole or in part or the Objects have in any other way ceased to provide a suitable and effective means of using the

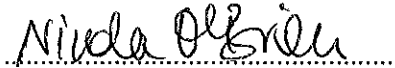
Fund, the Trustee may resolve that the Fund shall form part of the general funds of the Trustee to be applied for the Trustee's general charitable purposes.

**In witness whereof** the Trustee has executed this Deed as a deed on the date stated at the beginning.

Signed as a deed by **Henleaze Junior School**  
acting by two Directors or a Director and the  
Secretary



.....  
Director



.....  
Director / Secretary

