

# Rev and Go

## THIS DECLARATION OF TRUST IS MADE :

The nineteenth day of March 2001 by

Christopher Ronald Fletcher of 5 Grantham Road, Radcliffe-on-Trent, Nottinghamshire, NG12 2HB and

Timothy Robert Hastings of 43 Cartbridge, Cotgrave, Nottinghamshire, NG12 3PF and  
Julie Mary Hegarty of 72 Stamford Road, West Bridgford, Nottinghamshire, NG2 6GF

**WHEREAS** the first trustees hold the sum of £125 sterling 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 **Rev and Go** or by such other name as the trustees from time to time decide with the approval of the Charity Commission for England and Wales ("the Commission").

### B. Objects

The trustees shall hold the trust fund and its income upon trust to apply them for the following objects ("the objects"):-

To help and educate young people in Rushcliffe and neighbouring boroughs without regard to race, colour, nationality, ethnic origin, national origin, creed, disability, sex, marital status, or sexual orientation through their leisure-time activities and in particular by enabling such young people to legally and safely ride motor cycles, so as to develop their physical, mental and spiritual capacities that they may grow to full maturity as individuals and members of society and that their conditions of life may be improved.

### 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 co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects or of similar charitable purposes and to exchange information and advice with them;
- v. to establish or 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 employ such staff (who shall not be trustees) as are necessary for the proper pursuit of the objectives and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;
- viii. 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 of their acts and proceedings are fully and promptly reported to them;
- ix. to do all such other lawful things as are necessary for the achievement of the objects.

**D. Appointment of Trustees**

1. Subject to the provisions of clause F the first trustees shall hold office for the following periods respectively :

Christopher Ronald Fletcher of 5 Grantham Road, Radcliffe-on-Trent, Nottinghamshire, NG12 2HB for a period of one year;

Timothy Robert Hastings of 43 Cartbridge, Cotgrave, Nottinghamshire, NG12 3PF for a period of two years;

and Julie Mary Hegarty of 72 Stamford Road, West Bridgford, Nottinghamshire, NG2 6GF for a period of three years.

2. There shall be at least three trustees. Every future trustee shall be appointed for a term of *three* years by a resolution of the trustees passed at a special meeting called under clause K. If a trustee is to be appointed to replace a trustee who is leaving office he or she may be appointed not more than three months before other trustee leaves office but shall not take office until the other trustee has left office. In such a case the retiring trustee shall not be entitled to vote in favour of his or her own appointment.
3. In selecting persons to be appointed as trustees, the trustees shall take into account the benefits of appointing a person who through residence, occupation, employment or otherwise has special knowledge of the area of benefit or who is otherwise able by virtue of his or her personal or professional qualifications to make a contribution to the pursuit of the objects or the management of the Charity.
4. When any new trustee is appointed the trustees shall ensure that any land belonging to the Charity which is not vested or about to be vested in the Official Custodian for Charities or in a custodian trustee and all other property of the Charity which is not vested or about to be vested in the Official Custodian for Charities, a custodian trustee or a nominee is effectively vested in the persons who are the trustees following such appointment.

5. 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. If they are under the age of 18 years unless the charity is a registered company; or
  - b. In circumstances such that, had he or she already 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 first or on any subsequent entry into office until after signing in the minute book of the trustees a declaration of an 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 72 of the Charities Act 1993 (or any statutory re-enactment or modification of the 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 the permissions of the trustees from all their meetings held within a period of six 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 purpose 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 called by Mr Christopher Fletcher or if no meeting has been called within three months of 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 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 appointed time for holding a meeting or there is no chairman the trustees present shall choose one of their number to be chairman of that 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 so 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 a 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 other 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 1993 (or any statutory re-enactment or modification of that Act) with regard to:

- 1 The keeping of accounting records for the Charity;
- 2 The preparation of annual statements of account for the Charity;
- 3 The auditing or independent examination of the statements of accounts of the Charity; and
- 4 The transmission of the statement 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 1993 (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.

**R. General power to make regulations.**

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 any 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 can 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 of the trustees at which his or her own instruction or remuneration, or that of his or her firm, is under discussion.

**U. Management of land.**

Subject to any consents which may be required by law, the trustees shall either sell or let any land belonging to the Charity which is not required to be retained or occupied in furtherance of the objects.

**V. Leases.**

The trustees shall ensure that on the grant by them of any lease the tenant shall execute a counterpart lease. Every lease shall contain a covenant on the part of the tenant for the payment of rent and a proviso for re-entry on non-payment of the rent or non-performance of the covenants contained in the lease.

**W. Repair and insurance.**

The trustees shall keep in repair and insure to their full value against fire and other usual risks all the buildings of the Charity which are not required to be kept in repair and insured by the tenant and shall also insure suitably in respect of public liability and employer's liability.

**X. 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, clause T or this clause without the prior consent in writing of the Commissioners: and
  - b. 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 to the Commissioners a copy of any amendment made under this clause.

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

Signed as a deed by the said Christopher Ronald Fletcher:

\_\_\_\_\_

in the presence of: \_\_\_\_\_

Witness name: Roger Stuart Edwards

Witness address: Le Petit Champ, Widmerpool Road, Wysall, Nottinghamshire, NG12 5QW

Signed as a deed by the said Timothy Robert Hastings:

\_\_\_\_\_

in the presence of: \_\_\_\_\_

Witness name: Roger Stuart Edwards

Witness address: Le Petit Champ, Widmerpool Road, Wysall, Nottinghamshire, NG12 5QW

Signed as a deed by the said Julie Mary Hegarty:

\_\_\_\_\_

in the presence of: \_\_\_\_\_

Witness name: Roger Stuart Edwards

Witness address: Le Petit Champ, Widmerpool Road, Wysall, Nottinghamshire, NG12 5QW