

The Bridge of Allan and Dunblane Rotary Charity Trust

Governance Document

Trust purposes

1. 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.
2. We, the Trustees of the Bridge of Allan and Dunblane Rotary Trust Fund SC050998, will carry out the following purposes: "The prevention or relief of poverty, "The relief of those in need by reason of age, ill health, disability, financial hardship or other disadvantage".

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, sale, administration and management 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 carry out the main activities as detailed in the Deed of Trust.
 - (b) To carry on any other activities which further any of the Trust Purposes.
 - (c) To take such steps as may be deemed appropriate for the purpose of raising funds.
 - (d) To accept grants, donations and legacies of all kinds (and to accept any reasonable conditions attaching to them).
 - (e) To establish and/or support any other charity, and to make donations for any charitable purpose falling within the Trust's Purposes.
 - (f) To purchase, take on lease, hire, or otherwise acquire, any property or rights.
 - (g) To improve, manage, develop, or otherwise deal with, all or any part of the Trust Property.
 - (h) To sell, let, hire out, license, or otherwise dispose of, all or any part of the Trust Property.
 - (i) 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.
 - (j) To engage such consultants and advisers as are considered appropriate from time to time.
 - (k) To effect insurance of all kinds (which may include officers' liability insurance).

- (l) To 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).
- (m) To liaise with other voluntary sector bodies, local authorities, UK or Scottish government departments and agencies, and other bodies, all with a view to furthering the Trust Purposes.
- (n) To form any company which is a charity with objects which are similar (wholly or in part) to those of the Trust, and, if considered appropriate, to transfer to any such company (without any payment being required from the company) the whole or any part of the Trust Property.
- (o) To retain any property comprised in the Trust Property for such time as the Trustees think proper.
- (p) To have any part of the Trust Property registered in the name of a nominee and to pay reasonable fees to such nominee.
- (q) 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.
- (r) To compromise or settle by arbitration all disputed claims by or against the Trust or the Trust Property.
- (s) To appoint one or more of the Trustees (or any firm of which any of the Trustees is a partner) to be solicitors to the Trust or agent for the Trustees in any other capacity, and to pay to such solicitors or other agent their usual charges.
- (t) To reimburse any of the Trustees out of the Trust Property, in relation to all expenses reasonably incurred by them in the administration of the Trust.
- (u) 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 less than 3 nor more than 5.

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 secretary to the Trust.

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 or request the secretary to the Trust to call a meeting of the Trustees.
11. Questions arising at a meeting of the Trustees that cannot be resolved by the Trustees will be referred to Rotary council for arbitration.
12. No business shall be dealt with at a meeting of the Trustees unless a quorum is present; the quorum for meetings of the Trustees shall be 3.
13. If at any time the number of Trustees in office falls below the number fixed as the quorum, the remaining Trustee or Trustees may act only for the purpose of appointing an additional Trustee or Trustees.
14. At each meeting the Trustees shall appoint one of the Trustees to be chair.
15. If meeting in person proves too difficult then a remote meeting will be held via an appropriate technology
16. A resolution agreed to in writing (or by e-mail) by a majority of the Trustees then in office shall be as valid as if duly passed at a trustees' meeting.
17. A resolution under clause 25 shall not be valid unless a copy of the resolution was circulated to all of the Trustees, along with a cut-off time (which must be reasonable in the circumstances)

Remuneration

18. 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 their duties as a trustee.

Secretary

19. The Trustees shall 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 them.
20. The Trustees shall ensure that the secretary:
 - (a) keeps proper minutes of all proceedings at meetings of the Trustees (and at meetings of committees of the Trustees) including the names of the Trustees present at each such meeting
 - (b) keeps proper records and documents in relation to all other matters connected with the administration and management of the Trust.

Accounts

21. The Trustees shall ensure that proper accounting records are maintained, in accordance with all applicable statutory requirements.
22. 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 an examiner with the appropriate knowledge of Rotary accounts but who is not a Trustee.

- 23 An examiner engaged in an examination of the Trust's accounts shall be entitled to have access to all accounting records and other documents relating to the Trust.

Operation of bank accounts

- 24 The Trustees delegate the signature of cheques or the approval of electronic payment for the Trust account to the signatories appointed by the Rotary Council. If any of the Trustees are not signatories, then they shall be given full access to a record of the account transactions on request.

Payments to charities etc

- 25 A receipt from the Treasurer or other appropriate officer for any funds or other assets paid or transferred by the Trustees to any charity shall represent sufficient discharge to the Trustees.

Limitations on liability

- 26 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

- 27 Each of the Trustees shall, in exercising their 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; or
 - (ii) where any other duty prevents them 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.

Amendment of Trust Deed/winding-up

- 28 If in the opinion of the Trustees any change in circumstances or alteration in the law has made or is likely to make execution of the Trust Purposes impossible or impracticable, or 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, the Trustees may in their discretion,
- (a) supplement or amend the provisions of this trust deed or any deed supplemental to this trust deed; or

- (b) wind up the Trust and transfer the Trust Property (after settlement of all debts and liabilities) to some other charity or charities having similar objects to those of the Trust.

29 In no circumstances is the Trust Property to be held or applied for any purpose which is not an exclusively charitable purpose.

Interpretation

30 In this trust deed

“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, providing (in either case) that its objects are limited to charitable purposes.

“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;

“The Trust Deed” means this trust deed (including any supplementation or amendment effected in accordance with the provisions of clauses 40 and 41);

“The Trust Property” means such funds and assets as may from time to time be received by the Trustees as trustees under the Trust Deed and the assets in which any funds so received may from time to time be invested.

31 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.

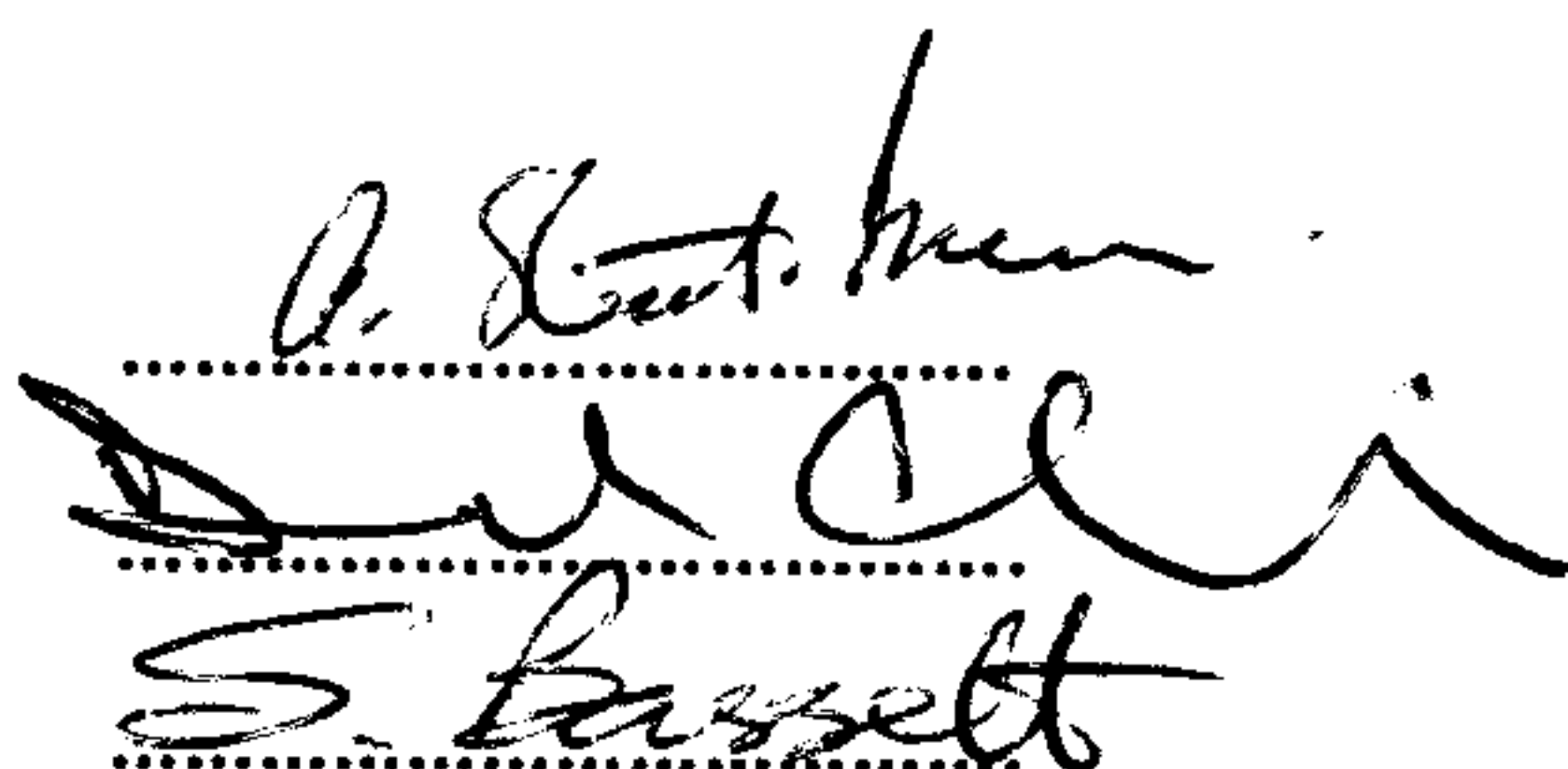
This trust deed, consisting of this and the preceding pages, is executed as follows: -

SIGNED by

Alister Stuart Brown

David John Chisholm

Steve Bassett



At.....DUNBLAE.....

On.....13/4/22.....

In the presence of.....RUSSEL WHEATON.....