

DRAFT TRUST DEED FOR

YOUNG ACTIVE TRAVEL IN BIRMINGHAM

A CHARITABLE TRUST

THIS TRUST DEED made by Birmingham City Council

The Trustee:

(1) Birmingham City Council

WITNESSES AS FOLLOWS:

1. INTRODUCTION

- 1.1 The Trustee wishes to encourage behaviour change around modes of travel to and from schools within Birmingham to reduce car journeys, thereby promoting children's health through active travel and reduced environmental pollution, traffic congestion, and road danger, particularly near schools.
- 1.2 The Trustee seeks to support initiatives which encourage parents, pupils and staff to adopt more sustainable ways of travelling to school by providing financial support by way of grant funding to schools and groups of parents within Birmingham.
- 1.3 The Trustee has secured the sum of £100,000.00 [one hundred thousand pounds] as the initial fund to be applied in furthering the objects and purposes of the Charity. This income is available for immediate use.

2. NAME AND OBJECTS AND PURPOSES

2.1 The name of the Charity is Young Active Travel in Birmingham Charity (or any other name chosen by resolution of the Trustee).

2.2 The objects and purposes of the Charity are to preserve and protect public health, particularly the health of school-children in Birmingham by:-

- i) supporting initiatives which raise awareness about road safety, health, exercise and fitness;
- ii) changing behaviours towards travel to school

2.3 The Trustee must use the income and may use the capital of the Charity in promoting the objects and purposes of the Charity.

3. POWERS

The Trustee has the following powers, which **may** be exercised only in promoting the Objects and Purposes:

- 3.1 To promote and/or procure education and training.
- 3.2 To carry out or support research.
- 3.3 To provide financial assistance.
- 3.4 To publish or distribute information.
- 3.5 To co-operate with other bodies.
- 3.6 To support, administer or set up other charities.
- 3.7 To raise funds (but not by means of Taxable Trading).
- 3.8 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act).
- 3.9 To acquire or hire property of any kind.

- 3.10 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act).
- 3.11 To make grants or loans of money and to give guarantees.
- 3.12 To set aside funds for special purposes or as reserves against future expenditure
- 3.13 To deposit or invest funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Trustee considers necessary and having regard to the suitability of investments and the need for diversification).
- 3.14 To delegate the management of investments to a Financial Expert, but only on terms that:
- (1) the investment policy is recorded in writing for the Financial Expert by the Trustee;
 - (2) every transaction is reported promptly to the Trustee;
 - (3) the performance of the investments is reviewed regularly with the Trustee;
 - (4) the Trustee is entitled to cancel the delegation arrangement at any time;
 - (5) the investment policy and the delegation arrangement are reviewed at least once a Year;
 - (6) all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are reported promptly to the Trustee on receipt;
 - (7) the Financial Expert must not do anything outside the powers of the Trustee.
- 3.15 To insure any such property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 3.16 To employ paid or unpaid agents, staff or advisers.
- 3.17 To enter into contracts to provide services to or on behalf of other bodies.

- 3.18 To establish or acquire subsidiary companies to assist or act as agents for the Charity.
- 3.19 To pay the costs of forming the Charity.
- 3.20 To do anything else within the law which promotes or helps to promote the Objects and Purposes of this Charity.
- 3.21 Power to delegate the performance of any act, including the exercise of any power or discretion, to a Committee. The Trustee must exercise reasonable supervision over the Committee and the Committee must promptly report their acts and proceedings to the Trustee. The Committee must not incur expenditure on behalf of the charity except in accordance with a budget previously agreed by the Trustee.

4. PROCEEDINGS OF TRUSTEE

- 4.1 Meetings of the Trustee are regulated in accordance with the meetings of the Council's Trusts and Charities Committee. This Committee is responsible for determining the day to day management and decisions of any charity where the Council is Sole Corporate Trustee.

5. DECISION-MAKING

The Trustee has the following procedural powers in relation to decision-making:

- 5.1 To make regulations consistent with this Deed to govern the administration of the Charity including the use and application of the income, any such property and funds, the operation of bank accounts and the commitment of funds.

6. BENEFITS TO TRUSTEE

- 6.1 The Property and funds of the Charity must only be used for promoting Objects and Purposes of the Charity and do not belong to the Trustee.

7. PROPERTY AND FUNDS

- 7.1 Funds which are not required for immediate use (including those which will be required for use at a future date) must be placed on deposit or invested in accordance with clause 3.12 until needed
- 7.2 Investments and other property of the Charity may be held:
- (1) in the name of the Trustee;
 - (2) in the name of a Trust Corporation as a Holding Trustee for the Charity which must be appointed (and may be removed) by deed executed by the Trustee.

8. RECORDS & ACCOUNTS

- 8.1 The Trustee must comply with the requirements of the Charities Act as to the keeping of financial records, the audit or independent examination of the accounts and the preparation and transmission to the Commission of:
- (1) annual returns;
 - (2) annual reports; and
 - (3) annual statements of account.
- 8.2 The Trustee must maintain proper records of:
- (1) all proceedings at meetings of the Trustee;
 - (2) all reports of committees; and
 - (3) all professional advice obtained.

9. AMENDMENTS

- 9.1 No amendment is valid if it would make a Fundamental Change to the Objects and Purposes or to this clause or destroy the charitable status of the Charity.
- 9.2 Clause 2.2 and 11 may not be amended without the prior written consent of the Commission.

10. AMALGAMATION

- 10.1 The Trustee may at any time on a resolution passed by the Trustee transfer the assets and liabilities of the Charity to another charity.
- 10.2 The transferee Charity must be established for exclusively charitable purposes within, the same as or similar to the Objects and Purposes set out herein.
- 10.3 On a transfer under clause 10.1 the Trustee must ensure that all necessary steps are taken as to:
- (1) the transfer of land and other property;
 - (2) the novation of contracts of employment and the transfer of any pension rights; and
 - (3) the trusteeship of any property held for special purposes.

11. DISSOLUTION

- 11.1 The Trustee may at any time decide by resolution passed by the Trustee that the Charity is to be dissolved. The Trustee will then be responsible for the orderly winding up of the Charity's affairs.
- 11.2 After making provision for all outstanding liabilities of the Charity, the Trustee must apply the remaining property and funds in one or more of the following ways:

- (1) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- (2) directly for the Objects or charitable purposes within or similar to the Objects; or
- (3) in such other manner consistent with charitable status as the Commission approves in writing in advance.

11.3 A final report and statement of account relating to the Charity must be sent to the Commission

12. INTERPRETATION

In this Deed:

12.1 The following expressions have the following meanings:

‘the Charities Act’ means the Charities Acts 1993 and 2006;

‘the Charity’ means the charitable trust created and governed by this Deed;

‘the Commission’ means the Charity Commission for England and Wales or any body which replaces it;

‘Financial Expert’ means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

‘the Trustee’ means the party to this Deed;

‘Fundamental Change’ means such a change as would not have been within the reasonable contemplation of a person making a donation to the Charity;

‘Holding Trustee’ means an individual or corporate body responsible for holding the title to property but not authorised to make any decisions relating to its use, investment or disposal;

‘the Objects’ means the charitable objects set out in clause 2;

‘Taxable Trading’ means carrying on a trade or business for the principal purpose of raising funds, and not for the purpose of actually carrying out the Objects, the profits of which are liable to income tax;

‘Trust Corporation’ has the meaning prescribed by section 205(1)(xxviii) of the Law of Property Act 1925 but does not include the Public Trustee;

‘Trustee’ means a trustee of the Charity.

‘written’ or ‘in writing’ refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

‘Year’ means calendar year;

12.2 References to 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.

IN WITNESS of the above the Trustee has executed this Deed dated the day of September 2016.

SIGNED AS A DEED BY

Cllr Carl Rice

Lord Mayor of Birmingham

The seal of

Birmingham City Council

was hereunto affixed by