Appendix 1

TRUST DEED FOR THE

"THE BIRMINGHAM MUNICIPAL CHARITY"

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 holds the consolidated capital sum of £ 241,348.85 (as at January 2011) on the trusts declared in this Deed.

1.2 Further money or property may be paid or transferred to the **Trustee** for the **Charity**.

1.3 The sum referred to at paragraph 1.1, represents the total value of Trust fund balances in respect of various small and dormant Charitable Trusts where Birmingham City Council is sole corporate Trustee. Further details of each of the aforementioned Charitable Trusts, is set out at **Appendix "BMC1".**

1.4 Birmingham City Council approved the process for consolidating dormant and small trusts on the 15 September 2010. On the 3 November 2010, the Trustee recommended consolidation of various Trust fund balances to a new Trust, namely, "The Birmingham Municipal Charity".

2. NAME & OBJECTS AND PURPOSES

2.1 The name of the Charity is "The Birmingham Municipal Charity" (or any other name chosen by resolution of the Trustee).

2.2 The Objects and purposes of the Charity are to fund general charitable activity, for the benefit, and on behalf of, the citizens of Birmingham.

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 or carry out research.

3.2 To provide advice.

3.3 To publish or distribute information.

3.4 To co-operate with other bodies.

3.5 To support, administer or set up other charities.

3.6 To raise funds (but not by means of **taxable trading**).

3.7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Act**).

3.8 To acquire or hire property of any kind.

3.9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act).

3.10 To make grants or loans of money and to give guarantees.

3.11 To set aside funds for special purposes or as reserves against future

expenditure.

3.12 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).

3.13 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.

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

3.15 To employ paid or unpaid agents, staff or advisers.

3.16 To enter into contracts to provide services to or on behalf of other bodies.

3.17 To establish or acquire subsidiary companies to assist or act as agents for the Charity.

3.18 To pay the costs of forming the Charity.

3.19 To do anything else within the law which promotes or helps to promote the Objects and Purposes of this Charity.

3.20 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 The Trustee must meet at least every 6 months of each year.

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. [The following

provisions of this clause take effect subject to the proviso to clause 2.3.]

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 names 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

This Deed may be amended by supplemental deed on a resolution passed by the Trustee but:

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;

'charity trustee' has the meaning prescribed by section 97(1) of the Charities Act;

'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;]

'financial year' means the Charity's financial year;

'the Trustee' means the party to this Deed;

'firm' includes a limited liability partnership;

'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;

[means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty].

'independent examiner' has the meaning prescribed by the Charities Act;

'month' means calendar month;

'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;

File : Trust Fund/Dtatlow/Dormant Trust List110111

Appendix "BMC1"

Proposed Dormant and Small Trusts to be transferred to Birmingham Municipal Charity

	(A) Scheme	(B) Directorate	(C) Balance 30.9.10 £
	Trusts for Consolidation		
n/a	John & Mable Brewin	A&C	36,214.57
n/a	Francis Leonard Clarke Bequest	A&C	4,581.88
n/a	Estate of Margaret May Jones	A&C	12.22
n/a	Mackenzie Legacy	A&C	0.00
n/a	Summerhill Homes	A&C	9,366.00
n/a	Maypole Grove Day Centre	A&C	2,614.53
5288861	Airey, Dr	CYP&F	650.71
n/a	Barton, Alice	CYP&F	647.73
528947	Beston, M G	CYP&F	80.07
504174	Boote, M.	CYP&F	153.72
528926	Booth, H	CYP&F	834.51
528932	Boughton, G.B. (Alderman)	CYP&F	1,897.20
528943	Boxfoldia (Winifred Jones)	CYP&F	56.57
528942	Brampton History	CYP&F	6,491.77
529068	Brian Memorial	CYP&F	630.95
n/a	Burke, Harold	CYP&F	47.13
700935	Bordesley Centre	CYP&F	2,259.14
529064	College of Art (Oxley)	CYP&F	3,881.91
n/a	Chopping, R.	CYP&F	11,984.25
529068/3	Clarke, Robert	CYP&F	482.85
n/a	Consolidated Trust Fund	CYP&F	7,937.39
n/a	Doris L. Finney Bequest	CYP&F	0.00
n/a	Fallows, T.S.	CYP&F	72.34
n/a	Former Staff Association	CYP&F	2,029.36
528948	Haines, Tom	CYP&F	611.81
528924	Hallas, Eldred	CYP&F	786.66
n/a	Hastillo, C.	CYP&F	403.87
529068	Henry, Graham	CYP&F	317.19
n/a	Husband, G.	CYP&F	136.95
528862	Innes, Sir Peter	CYP&F	41.38
528980	Kings Heath & Moseley Institute	CYP&F	23,332.99
528931	McCarthy	CYP&F	236.53
528868	Marriott, N.S.	CYP&F	34.92
528951	Martin, Patricia	CYP&F	91.59
504174	Mills, A.H.	CYP&F	219.68
528921	Pupil Teacher Centre	CYP&F	3,680.54
n/a	Queen Elizabeth Silver Jubilee	CYP&F	229.16
528949	Russell, E.L.	CYP&F	127.24
n/a	Reeves, Francis	CYP&F	622.54
n/a	Samuel, H. Travel & Salesman	CYP&F	115.45
n/a	Skilts Endowement	CYP&F	1,609.35
528934	Tagore Essay	CYP&F	219.62
n/a	Terry, A.	CYP&F	1,051.23
528946	Tyler,Winifred	CYP&F	212.93
700662	Waverley Trust	CYP&F	2,460.87
528944	Wheeldon, W.Edwin	CYP&F	213.15
528927	Yardleys School War Memorial	CYP&F	77.86
n/a	Lionel Aldridge Bequest	Corporate	13,513.99
n/a	Horton and Staite Memorial Fund	Corporate	72,945.23
n/a	JHH Ferrer Bequest	Corporate	10,163.24
n/a	Kate and Walter Bick	Corporate	226.42
218615	Jackson Middlemore	Corporate	1,070.02
217299	John Foster Vince Memorial Fund	Corporate	6,518.44
n/a	Alderman Grey Memorial	Corporate	280.30
n/a	Sutton Street Maternity & Child Welfare	Corporate	2,683.83
246002	Swiffen Bequest	Corporate	874.07
213818	Old Public Hall	Housing & Con.	3,313.00
	Trusts for Consolidation		241,348.85

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

SIGNED AS A DEED BY

[Name of Trustee] *[Corporate Seal]*

Birmingham City Council

in the presence of:

[Name, address and occupation of witness] *[Signature of Witness]*

The Lord Mayor of Birmingham

Councillor Anita Ward

Council House,

Victoria Square

Birmingham

B1 1BB

9th day of June 2011