**THIS DECLARATION OF TRUST IS MADE** on the day of

2021 by [name] of [address] and [name] of [address] ("the first trustees")

**NOW THIS DEED WITNESSETH AS FOLLOWS:-**

1. Definitions and interpretations

In this deed the following expressions shall have the following meanings:

1.1 “the 2019 Act” means the Charities Registration and Regulation Act 2019;

1.2 “charitable purposes” means purposes which are charitable under Manx law;

1.3 “the charity” means the charity described in clause 2 of this deed;

1.4 “present at a meeting” includes physical presence and presence by any other means which enables the trustees concerned fully to participate in the meeting;

1.5 “the trustees” means and includes the first trustees and the trustees or trustee for the time being of this deed and “trustee” means any one of the trustees;

1.6 “the trust fund” means any property which may be paid or transferred to the trustees by any person at any time to be held by them on the charitable trusts declared by this deed and the property from time to time representing the same.

1.7 Unless the context otherwise requires the singular includes the plural and a reference to any gender includes a reference to the other genders.

1.8 In this deed all references to particular legislation are to be understood as references to legislation in force at the date of this deed and also to any subsequent legislation that adds to modifies or replaces that legislation.

1.9 Clause headings are for reference only and shall not be taken into consideration in their interpretation.

2. Name of charity

The charity constituted by this deed shall be called [*charity* *name*] or by such other name as the trustees from time to time decide with the prior consent in writing of the Attorney General.

3. Trust Fund

The trustees shall hold the trust fund on trust either to retain or sell the same or any part of it and to invest the proceeds in or on any investments or property of whatsoever nature and wherever situated (with power from time to time to vary such investments) and to pay or apply the net income of the trust fund and any part of the capital at their absolute discretion in furtherance of the objects of the charity declared in clause 4.

4. Objects of the charity

The objects of the charity are [*objects*].

5. 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 for the achievement of the objects;

(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) subject to any consents required by law, to borrow money and to charge the whole or any part of the trust fund with repayment of the money so borrowed;

(v) 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;

(vi) to establish or support any charitable trusts, associations or institutions formed for the objects or any of them;

(vii) to appoint and constitute such advisory committees as the trustees may think fit;

(viii) to spend all or any part of the capital of the charity from time to time;

(ix) to pay all necessary premiums in relation to the achievements of the objects;

(x) to accumulate income from time to time;

(xi) to do all such other lawful things as are necessary for the achievement of the objects.

6. Appointment of trustees

6.1 There shall be at least two trustees.

6.2 Without prejudice to another power of appointing new trustees whether conferred by statute or otherwise a new trustee may be appointed by a unanimous resolution of the trustees and whenever a trustee is appointed a memorandum of his appointment shall be prepared and signed by the persons present at such meeting.

6.3 Every new trustee shall before acting in the trusts of this deed sign in the minute book for which provision is made a declaration of acceptance and of willingness to act in the trusts declared in this deed.

6.4 In selecting individuals for appointment as trustees the trustees must have regard to the skills knowledge and experience needed for the effective administration of the charity.

6.5 No one shall be appointed as trustee if he is under the age of 18 years or if he would at once be disqualified from office under the provisions of clause 7.

6.6 The trustees must keep a record of the name and address and the dates of appointment re-appointment and retirement of each trustee.

6.7 The trustees must make available to each new trustee on his first appointment:

 (a) a copy of this deed and any amendments made to it; and

 (b) a copy of the charity’s latest report and statement of accounts.

7. Termination of trusteeship

A trustee shall cease to hold office if he:

1. notifies to the trustees a wish to resign provided that enough trustees will remain in office when the notice of resignation takes effect to constitute a quorum;
2. dies or becomes incapable by reason of mental disorder illness or injury of managing his affairs;
3. is absent without the permission of the trustees from all of their meetings held within a period of twelve months and the trustees resolve that his office be vacated; or
4. is disqualified for being a charity trustee under the 2019 Act.

 8. Ordinary meetings

The trustees shall hold at least one ordinary meeting in each year. One such meeting shall be designated as the trustees’ annual meeting at which the accounts and report of the charity for the last accounting year shall be approved and an auditor or examiner appointed as required by the 2019 Act.

9. Calling meetings

The first meeting of the trustees shall be called by any one of the trustees within one month of the date hereof. Subsequent meetings shall be arranged by the trustees at their meetings or may be called at any time by any trustee upon not less than ten days' notice being given to the other trustees.

10. Honorary Officers

The trustees shall appoint a Chairman from amongst themselves. The trustees may also appoint from amongst themselves such other Honorary Officers as they consider appropriate, including a Secretary and a Treasurer. All Honorary Officers shall hold such office until the meeting of the trustees next following the anniversary of their appointment, at which time they will be eligible for appointment. Appointment as an Honorary Officer will terminate automatically on the officeholder ceasing to be a trustee.

11. Special meetings

A special meeting may be called at any time by the Chairman 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.

12. Quorum

There shall be a quorum when two trustees are present at a meeting.

13 Voting

13.1 Every matter shall be determined by a majority of votes of the trustees present at the meeting and voting on the question. The chair of the meeting shall have a casting vote whether he has or has not voted previously on the same question but no trustee in any other circumstances shall give more than one vote.

13.2 A resolution which is in writing and is signed by all trustees is as valid as a resolution passed at a meeting and for this purpose the resolution may be contained in one or more document and will be treated as passed on the date of the last signature.

14. Minutes

The trustees shall keep minutes, in books kept for the purpose, of the proceedings at their meetings.

15. Accounts and reports

15.1 The trustees shall keep a minute book and proper books of accounts and shall prepare consecutive statements of account consisting of an income and expenditure account relating to a period of not more than 12 months and of a balance sheet relating to the end of such period.

15.2 The trustees shall arrange for the accounts to be prepared yearly and sent to the Attorney General together with an annual report in accordance with the 2019 Act.

16. General power to make regulations and management of the charity

16.1 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 and conducting of meetings, the deposit of money at a bank and the custody of documents.

16.2The trustees shall have absolute discretion as to the allocation of the income and capital of the trust fund.

17. Statutory powers

Nothing in this deed restricts or excludes the exercise by the trustees of the powers given by the Trustee Act 2001 as regards investment the acquisition or disposal of land and the employment of agents nominees and custodians, subject to the restrictions on delegation in section 11(3) of that Act.

18. Delegation

18.1 In addition to their statutory powers, the trustees may delegate any of their powers or functions to a committee of two or more trustees. A committee must act in accordance with any directions given by the trustees. It must report its decisions and activities fully and promptly to the trustees. It must not incur expenditure on behalf of the trust except in accordance with a budget previously agreed by the trustees.

18.2 The trustees must exercise their powers jointly at properly convened meetings except where they have:

 (a) delegated the exercise of the powers (under this provision or under any statutory provision); or

 (b) made some other arrangements by regulations under clause 16.

18.3 The trustees must consider from time to time whether the powers or functions they have delegated should continue to be delegated.

19. 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. Unless the regulations of the trustees make other provision, all cheques and orders for the payment of money from such account shall be signed by at least two trustees.

20. Trustees not to be personally interested

No trustee shall acquire any interest in property belonging to the charity (otherwise than as a trustee for the purposes of the charity) or receive remuneration or be interested (otherwise than as a trustee) in any contract entered into by the trustees but the trustees shall be entitled to payment of expenses reasonably incurred for the purposes of the charity.

21. Professional trustees

21.1 Any trustee who is an advocate accountant or engaged in any profession may charge and be paid all the usual professional charges for business done by him or his firm when instructed by the other trustees to act in a professional capacity on behalf of the trust. At no time may a majority of the trustees benefit under this provision and a trustee must withdraw from any meeting of the trustees at which his own instruction or remuneration or performance or that of his firm is under discussion.

21.2 This clause applies to a firm or company of which a trustee is:

 (a) a partner;

 (b) an employee;

 (c) a consultant;

 (d) a director; or

 (e) a shareholder unless the shares of the company are listed on a recognised stock exchange and the trustee holds less than 1% of the issued capital;

as it applies to a trustee personally.

21.3 In this clause “trustee” shall include any child; parent; grandchild; grandparent; brother; sister or spouse of the trustee or any person living with the trustee as his partner.

22. Amendment of Trust Deed

22.1 The trustees may amend the provisions of this deed with the prior consent in writing of the Attorney General, provided that:

 (a) no amendment may be made to clause 4 unless it appears to the trustees that the objects can no longer provide a suitable and effective method of using the trust fund; and

 (b) no amendment may be made which has the effect of the charity ceasing to be a charity at law.

22.2 Any amendment shall be made by deed under the authority of a resolution passed at a special meeting of the trustees.

22.3 The trustees shall notify the Attorney General of any amendment made under this clause in accordance with the 2019 Act.

23. Trustees’ indemnity

In the execution of the trusts and powers of this deed no trustee shall be liable for any loss to the charity arising by reason of any improper investment made in good faith or a mistake or omission made in good faith by him or any other trustee or any other matter other than wilful and individual fraud wrongdoing or wrongful omission on the part of the trustee who is sought to be made liable.

24. Dissolution of Charity and application of assets remaining

24.1 If the trustees at any time decide that it is expedient or necessary or advisable to wind up or dissolve the charity they may do so. Any assets remaining after satisfaction of the debts and liabilities of the charity shall not be paid to or distributed among the trustees but shall be given (in such proportions as the trustees shall decide) to such purposes as at or immediately prior to the time of the decision of the trustees to wind up or dissolve the charity appear to the trustees to be most similar to the objects of the charity and which purposes are exclusively charitable in Manx law but if effect cannot be given to this provision then the assets can be given to any charitable institution(s) in the Isle of Man having as its or their object <*description of general object*> as the trustees shall decide.

24.2 The Attorney General must be notified promptly that the charity has been dissolved and provided with the charity’s final accounts and report in accordance with the 2019 Act.

**IN WITNESS WHEREOF** the parities hereto have hereunto executed these presents this the day month and year first before written

**SIGNED** and **DELIVERED** by the :

First Trustees in the presence of:-

 :

 :

 :

 :

 :

|  |
| --- |
| Dated the day of 2021*[name of trustee]*and*[name of trustee]***DECLARATION OF TRUST***[name of trust]* |