

## **DEED OF TRUST : Glendaruel Village Hall**

**WHEREAS** Argyll & Bute Council has transferred ownership of Glendaruel Hall, Glendaruel, Argyll PA22 3AE to the community of Glendaruel, Land Certificate title number ARG17740, Land Register of Scotland:

**We**, George McMillan residing at The Smithy, Clachan of Glendaruel, Argyll PA22 3AA, Mary Constance Margaret Greig residing at 1 Kilmodan Schoolhouse, Clachan of Glendaruel, Argyll PA22 3AA and Ellen Elizabeth Fairbairn residing at Achanelid, Glendaruel, Argyll PA22 3AB, in order to create a trust to be known as Glendaruel Village Hall (the Trust”)

(One) appoint as trustees ourselves (who and whose successors are referred to as “the Trustees”) holding office as Chairperson, Vice-Chairperson and Secretary/Treasurer

(Two) pay the sum of £1 to the Trustees: And we direct as follows:-

### **Trust Purposes**

1. The Trustees shall hold and apply the sum of £1 paid by us to them, and such other funds and assets as may from time to time be comprised in the Trust Property, in trust for the following purposes:-

(a) to promote the benefits of the inhabitants of Glendaruel Village and the environs without distinction of sex or race or age or of political, religious or other opinions by associating the local statutory authorities, voluntary organisations and inhabitants in a common effort to advance education and to provide facilities in the interest of social welfare for recreation and other leisure time occupations so that the condition of the life of the inhabitants may be improved.

(b) to maintain and manage Glendaruel Village Hall, (ownership of which is vested in the Trustees and their successors), for activities promoted by the Trust and its constituent bodies in furtherance of the above objects.

2. 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.

### **Committee of Management**

3. The general management and control of the Trust subjects and the arrangements for their use shall be vested in a Management Committee (hereinafter called ‘the Committee’). To further the above objects, the Committee may

(a) engage and pay fees to professional and technical advisers/ consultants to assist in the work of the running of the Hall

(b) arrange and provide for the holding of meeting, lectures, classes, activities, etc

(c) make regulations for the use and maintenance of the Hall and facilities

(d) from time to time make or alter rules and regulations for the conduct of its business

(e) arrange any appropriate fundraising

(f) consider other lawful things conducive to achieving the above objects.

### **PROCEEDINGS OF COMMITTEE**

4. Membership shall be open to any individual aged 16 or over living within the electoral boundaries of Colintrave & Glendaruel Community Council or living outwith that area but regularly participating in the activities of Glendaruel Hall.
5. The Committee shall consist of up to 12, and no less than 9 members and they will decide on the number of meetings to be held in any one year.
6. The Committee shall have the right, for good and sufficient reason, to cancel or refuse membership provided that the individual concerned shall have the right to be heard by the Committee before a final decision is made.
7. The Committee shall appoint such special or standing committees or sub-committees as may be considered appropriate and shall determine their respective terms of reference, powers, duration and composition. All acts and proceedings of any such committees shall be reported back as soon as possible.
8. No benefit or remuneration of any kind shall be given to a Member of the Committee (other than payment of reasonable out-of-pocket expenses).
9. The Annual General Meeting shall be held in June when the Committee shall report to the Community. At least 14 clear days notice in writing shall be given and the meeting shall be advertised in the local press. At each Annual General Meeting the business shall include the consideration of the Annual Report, the submission and approval of the audited accounts, the election of the Committee and office bearers, the appointment of auditors, motions submitted to the Committee or Members and any other competent business.
10. One third of the Committee shall stand for re-election annually.
11. The Chairperson may at any time at his/her discretion call a special general meeting. The Secretary shall call a special general meeting within 14 days of receiving a written request signed by not less than 5 Members giving reasons for the request.
12. A quorum shall never be less than one third of the total number of Committee Members.
13. All questions arising shall be decided by a simple majority of the votes cast with no proxies allowed. In the event of an equality of votes, the person taking the chair at the meeting shall have a second or casting vote.
14. The Committee shall ensure that minutes are kept of all meetings.
15. All funds raised on or on behalf of Glendaruel Hall shall be applied to further the objects of the Hall and for no other purposes except for 3(a) above.
16. The Treasurer shall keep proper accounting records and shall prepare proper accounts annually and at such other intervals as the Committee may direct.
17. A bank account shall be opened in the name of Glendaruel Hall Committee with all cheques requiring the signatures of two of the Trustees.

#### **REPAIRS AND INSURANCE**

18. The Committee shall maintain the Trust subjects and the furniture and effects therein in good repair and shall ensure that the terms of the insurance in place cover their full value, insure all activities undertaken and include Trustee Indemnity

#### **APPOINTMENT OF TRUSTEES**

19. The number of Trustees shall not be less than 3 nor more than 5. A Trustee/ Office Bearer may resign by giving written notice to that effect to the Committee.

In that event, his/her successor in that office, elected by the Committee, will automatically become a Trustee. The Trustees themselves shall not have power to assume new Trustees, but a Trustee resigning office may be elected by the Committee to continue as a Trustee without office, should the Committee so wish.

20. The Committees shall provide the Trustees with sufficient funds to meet all expenditure (if any) in connection with the Trust subjects as the Trustees may be liable for and shall keep the Trustees indemnified against all liability (if any) in respect thereof.
21. The title to all property, heritable and moveable, which may be acquired by or on behalf of Glendaruel Hall shall be vested in the Trustees.

## **DISSOLUTION**

22. If the Committee decide by a majority at any time that it is necessary or advisable to discontinue the use of the Trust property in whole or in part for the purposes herein mentioned, they shall call a meeting of the inhabitants aged 16 and over, by notices posted and advertisement in the local newspaper, containing a copy of the proposed resolution to be moved. In the event of a majority decision for the dissolution of the Trust, any assets remaining after the satisfaction of all debts and liabilities shall not be paid or distributed among the Members of the Trust but shall be given or transferred to a recognised charitable body or bodies having objects similar to those of the Trust and the Trust shall be closed.
23. In no circumstances is the Trust property to be held or applied for any purpose which is not an exclusively charitable purpose.

## **DEFINITIONS**

24. 'Charitable Purposes' 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 Act.

'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 96 of the Charities Act 1993.

'the Trust Deed' means this trust deed including any supplementation or amendment effected in accordance with the provisions of Section 3 c and d.

'the Trust Purposes' means the purposes specified in clause 1.

'the Trust Property' means the sum of £1 paid by us to the Trustees and such other funds and assets as may from time to time be received by the Trustees as trustees under the Trust Deed (from us or any other person) and the assets in which any funds so received may from time to time be invested.

25. 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 three preceding pages, is executed as follows:-

SIGNED by the said

George McMillan

Mary Constance Margaret Greig

Ellen Elizabeth Fairbairn

at

on

in the presence of