

THIS DECLARATION OF TRUST IS MADE

The.....5th.....day of.....DECEMBER.....2005 by

SHEFFIELD CITY COUNCIL

("the first Trustee")

The first Trustee holds the land detailed in the attached plan which originates from but does not form the whole of the land transferred to the Sheffield City Council [then Borough of Sheffield] by way of Indenture entered into between the then Mayor Alderman and Burgesses of the Borough of Sheffield and Thomas Henry Howard and William Henry Greaves Bagshawe dated thirty first day of December one thousand eight hundred and seventy three on the trusts declared in this deed and they expect that more money or assets will be acquired by them on the same trusts.

NOW THIS DEED WITNESSES AS FOLLOWS

1. Administration

The charitable trust created by this deed ("the charity") shall be administered by the Trustee. (In this deed, the expression "the Trustee" refers to the Sheffield City Council who is the Trustee of the charity at any given time. It includes the first Trustee and its successors. The word "Trustee" is used to refer to the Sheffield City Council).

2. Name

The charity shall be called

Weston Park Trust

but the Trustee may change the charity's name from time to time. Before doing so they must obtain the written approval of the Charity Commissioners for England and Wales ("the Commission") for the new name.

3. Application of income

[1] The Trustee must apply the income of the charity in furthering the following objects ("the objects")

- 1) To promote for the benefit of the inhabitants of Sheffield and the surrounding area the provision of facilities for recreation or other leisure time occupation of individuals who have need of such facilities by

reason of their youth, age, infirmity or disablement, financial hardship or social and economic circumstances or for the public at large in the interests of social welfare and with the object of improving the condition of life of the said inhabitants.

- 2) To advance the education of the public, to promote and to advance education in the arts, in particular, by the establishment and maintenance of a Museum and Art Gallery.

[ii] The Trustee must retain and use the land specified in the Schedule to this deed for the objects of the charity.

4.Powers

In addition to any other powers they have, the Trustee may exercise any of the following powers in order to further the objects (but not for any other purpose):

- (i) to raise funds. In exercising this power, the Trustee must not undertake any substantial permanent trading activity excepting trading activity which is ancillary to the operation of any Museum or Art Gallery established on the site or connected with the use of the site as a place of recreation and must comply with any relevant statutory regulations;
- (ii) to buy, take on lease or in exchange, hire or otherwise acquire property and to maintain and equip it for use;
- (iii) to borrow money and to charge the whole or any part of the property belonging to the charity as security for repayment of the money borrowed. The Trustee must comply as appropriate with sections 38 and 39 of the Charities Act 1993 if they wish to mortgage land owned by the charity;
- (iv) to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- (v) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the objects;
- (vi) to create such advisory committees as the Trustee think fit;
- (vii) to employ and remunerate such staff as are necessary for carrying out the work of the charity;
- (viii) to do any other lawful thing that is necessary or desirable for the achievement of the objects; and

- (ix) to undertake, execute, manage or assist any charitable trust which may lawfully be undertaken, executed, managed or assisted by the Trustee.
- (x) to grant a lease or leases of land and/or buildings to Sheffield Galleries and Museums Trust [Registered Charity No. 1068850] for use by them as a Museum and/or Art Gallery together with any ancillary activities connected with the operation of a Museum and/or Art Gallery for the benefit of the public.
- (xi) to enter into collections agreements with Sheffield Galleries and Museums Trust [Registered Charity Number 1068850] in relation to the use by them of the charity's property as a museum and / or art gallery for the benefit of the public.

5. Statutory Powers

Nothing in this deed restricts or excludes the exercise by the Trustee of the powers given by the Trustees Act 2000 as regards investment, the acquisition or disposal of land and the employment of agents, nominees and custodians.

6. Delegation

- (i) *In addition to its statutory powers, the Trustee may delegate any of their powers or functions to a committee of the Council A committee must act in accordance with any directions given by the Trustee. It must report its decisions and activities fully and promptly to the Trustee. It must not incur expenditure on behalf of the charity except in accordance with a budget previously agreed by the Trustee.*
- (ii) The Trustee must exercise their powers jointly at properly convened meetings except where they have:
 - (a) Delegated the exercise of the powers (either under this provision or under any statutory provision), or
 - (b) Made some other arrangements, by regulations under clause 10,
- (iii) The Trustee must consider from time to time whether the powers or functions which they have delegated should continue to be delegated.

7. Duty of care and extent of liability.

When exercising any power (whether given to them by this deed, or by

statute, or by any rule of law) in administering or managing the charity, the Trustee must use the level of care and skill that is reasonable in the circumstances, taking into account any special knowledge or experience that it has or claims to have (“the duty of care”).

No Trustee, and no one exercising powers or responsibilities that have been delegated by the Trustee, shall be liable for any act or failure to act unless, in acting or in failing to act, he or she has failed to discharge the duty of care.

8. Appointment of Trustees

The Trustee shall be the Sheffield City Council acting in its statutory capacity in accordance with all relevant legislation including but not limited to relevant “charity law” which term shall include all statutes that affect the operation of Registered Charities in England and Wales and the terms of this Deed of Trust

9. Conflict of Interest

An Member of the Council must absent himself or herself from any discussions of the Trustee in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the charity and any personal interest (including but not limited to any personal financial interest).

10. General power to make regulations

The Trustee may from time to time make regulations for the management of the charity and for the conduct of their business, including:

- (i) the calling of meetings;
- (ii) methods of making decisions in order to deal with cases of urgency when a meeting is impractical;
- (iii) the deposit of money at a bank;
- (iv) the custody of documents; and
- (v) the keeping and authenticating of records. (if regulations made under this clause permit records of the charity to be kept in electronic form and requires a Trustee to sign the record, the regulations must specify a method of recording that signature that enables it to be properly authenticated.)

The Trustee must not make regulations which are inconsistent with anything in this deed.

11. Accounts, Annual Report and Annual Return

The Trustee must comply with their obligations under the Charities Act 1993

with regard to:

- (i) the keeping of accounting records for the charity;
- (ii) the preparation of annual statements of account for the charity;
- (iii) the auditing or independent examination of the statements of account of the charity; and
- (iv) the transmission of the statements of account of the charity to the Commission.
- (v) the preparation of an annual report and its transmission to the Commission.
- (vi) the preparation of an annual return and its transmission to the Commission.

12. Registered particulars

The Trustee must notify the Commission promptly of any changes to the charity's entry on the Central Register of Charities.

13. Bank account

Any bank or building society account in which any of the funds of the charity are deposited must be operated by the Trustee and held in the name of the charity or the Sheffield City Council under a nominee account. Unless the regulations of the Trustee make other provision, all cheques and orders for the payment of money from such an account shall be in accord with the procedures of the Council..

14. Trustee not to benefit financially from their Trusteeship

- (i) No Trustee may buy goods or services from the charity, or sell goods or services to the charity, or receive remuneration, or receive any other financial benefit from the charity or from any trading company owned by the charity, except in accordance with this deed.
- (ii) Any Officer of the Council advising the Council as *Trustee* who is a solicitor, accountant or engaged in any profession may charge and

be paid all the usual professional charges for business done by him or her or his or her firm, when instructed by the other Trustee to act in a professional capacity on behalf of the charity.

- (iii) The Trustee may employ, or enter into a contract for the supply of goods or services with the Sheffield City Council. Before doing so, the Trustee must be satisfied that it is in the best interests of the charity to employ, or contract with, the City Council rather than someone who has no connection with the charity. In reaching that decision, they must balance the advantage of employing the City Council against the disadvantages of doing so (especially the loss of the City Council's services as a result of dealing with the Trustee's conflict of interest as required by the next sub clause). The remuneration or other sums paid to the Trustee must not exceed an amount that is reasonable in all the circumstances. The Trustee must record the reason for their decision in their minute book.
- iv) The Trustee must record in the minutes of the meetings any

decisions to make use of Council Services and the clear reasons for appointing the Council to undertake work on behalf of the trust

15 Repair and insurance

The Trustee must keep in repair and insure to their full value against fire and other usual risks all the buildings of the charity (except those buildings that are required to be kept in repair and insured by a tenant). They must also insure suitably in respect of public liability and employer's liability.

16. Expenses

The Trustee may use the charity's funds to meet any necessary and reasonable expenses which they incur in the course of carrying out its responsibilities as Trustee of the charity.

17. Amendment of Trust Deed

- (i) The Trustee may amend the provisions of this deed, provided that:
 - (a) no amendment may be made to clause 3 (Application of Income), clause 7 (Duty of care), clause 14 (Trustee not to benefit financially from their Trusteeship), or this clause without the prior consent in writing of the Commission; and
 - (b) no amendment may be made whose effect is that the charity ceases to be a charity at law.

- (ii) Any amendment of this deed must be made by deed following a decision of the Trustee made at a special meeting.
- (iii) The Trustee must send to the Commission a certified copy of the deed effecting any amendment made under this clause within three months of it being made.

18. Interpretation

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.

IN WITNES WHEREOF:

- 1. The Common seal of Sheffield City Council was hereunto affixed in the presence of:

C. Chris

**Conveyancing Manager
Legal and Governance
Authorised Signatory**



on this...*5th*... (day) of... *DECEMBER* (month)
...*2005*..... (year)

Weston Park 17