

THIS DECLARATION OF TRUST IS MADE THE 24TH DAY OF MAY 1999 AND AMENDED BY A DEED OF VARIATION MADE THE 7TH DAY OF JUNE 2000 AND AMENDED BY A DEED OF VARIATION MADE THE 5TH DAY OF DECEMBER 2003 AMENDED BY A DEED OF VARIATION MADE THE 8<sup>TH</sup> DAY OF JANUARY 2018 by:

Ilkley Parish Council of The Town Hall, Station Road, Ilkley LS29 8HD (which together with the future trustees or trustee from time to time of this Deed are referred to as "the Trustee.")

#### WHEREAS

The Trustee hold funds amounting to at least £20 on the trusts declared in this Deed and it is contemplated that further money or assets may be paid or transferred to the Trustee upon the same trusts

NOW THIS DEED, AS AMENDED, WITNESSES AS FOLLOWS:

#### 1. Administration

The charitable trust constituted by this deed ("the Charity") and its property ("the Trust Fund") shall be administered and managed by the Trustee under the name of The Darwin Gardens Trust or by such other name as the Trustee from time to time decide with approval of the Charity Commission for England and Wales ("the Commission").

#### 2. Objects

The Trustee shall hold the Trust Fund and its income upon trust to apply them for the following objects ("the objects") in the Parish of Ilkley ("the area of benefit"):

- a. To provide and maintain an open space to be known as "Darwin Gardens Millennium Green" ("the Property") for the benefit of the inhabitants of Ilkley, and to be used forever as an area for informal recreation, play, or other leisure pursuits, a meeting area or place for community events, and for any other lawful purpose consistent with these trusts and for the general benefit of the community.
- b. The following provisions of this clause are a Statement of the aims of the Charity to which the Trust is (subject to the following) to have regard at all times, but no part of or provision in such Statement is to qualify, derogate from, add to, or otherwise affect the Objects set out in clause 2.a and the furtherance of the Objects (which shall in the event of any conflict prevail over such Statement).

#### Statement of Aims

- i. The Darwin Gardens Millennium Green is intended to:
  - (1) Contribute to the life of the whole community;
  - (2) Be able to be enjoyed by people of all ages and physical abilities;
  - (3) Be open, evident and of appeal to visitors to the locality as well as to Inhabitants;
  - (4) Be an attractive place for people to take air and exercise, meet others and pursue leisure activities and pastimes consistent with shared enjoyment of the whole of the

- land;
- (5) include an area suitable for community events and celebrations;
- (6) Include an area providing a memorial to the life and work of Charles Darwin;
- (7) Make a positive contribution to the local environment and respect the established character of the area;
- (8) Remain safely and conveniently accessible from Inhabitants' homes.

### 3. Powers

- a. In furtherance of the objects but not otherwise the Trustee may exercise any of the following powers:
  - i. To raise funds and invite and receive contributions; provided that in raising funds the Trustee 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 necessary for the achievement of the objects and to maintain and equip it for use;
  - iii. Subject to the provisions of Clause 3.c to dispose of the Property referred to in Clause 2.a only where the same can no longer be used to fulfil the objects of the Charity;
  - iv. Subject to any consents required by law, to sell, lease or otherwise dispose of all or any part of the other property comprised in the Trust Fund;
  - v. Subject to any consents required by law, to borrow money and to charge the whole or any part of the other property but not (for the avoidance of doubt) the Property referred to in Clause 2.a or any part thereof with repayment of the money so borrowed;
  - vi. 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;
  - vii. To establish or support any charitable trusts, associations or institutions formed for the objects or any of them;
  - viii. To appoint and constitute such advisory committees as the Trustee may think fit;
  - ix. To employ such staff (who shall not be Trustees) as are necessary for the proper pursuit of the objects and (if necessary) to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;
  - x. To permit any investments comprised in the Trust Fund to be held in the name of any clearing bank, any trust corporation or any stockbroking company which is a member of the Stock Exchange (or any subsidiary of such a stockbroking company) as nominee for the trust and to pay any such nominee reasonable and proper remuneration for acting as such;
  - xi. To delegate to any one or more members of the Trust the

- transaction of any business or the performance of any act required to be transacted or performed in the execution of the trusts of the Charity and which is within the professional or business competence of such a member or members acting on their behalf under this provision and shall ensure that all their acts and proceedings are fully and promptly reported to them;
- xii. To do all such other lawful things as are necessary for the achievement of the objects.
- b. The Trustee shall not at any time lay any surface or create or erect any building or structure on the Darwin Gardens Millennium Green or permit or suffer the same save that subject to any specific requirement or limitations in Millennium Green conditions;
- i. Any building, facility or artificial surface on or at the Property at the date of imposition of Millennium Green Conditions may be retained and maintained or altered to fulfil some other purpose consistent with the objects;
  - ii. A lockable storage building may be constructed for any equipment reasonable needed to maintain the Property;
  - iii. Children's play equipment and any associated surfacing may be provided to complement the opportunities for informal play on the remainder of the Property;
  - iv. One or more special features (which may include bandstands and like constructions but not buildings) may be provided on the Property to mark the arrival of the new Millennium;
  - v. Surfaced paths as the Trustee considers appropriate may be provided;
  - vi. A small area of informal car parking space for up to 2 cars for use by people with mobility problems may be provided;
- But provided that:
- (1) the total ground area of the Property occupied by any such structures and surfacing, taken together, shall not exceed 1500 square metres;
  - (2) Such planning and other necessary consents as are required to be obtained for and prior to commencement of any such works;
  - (3) Save for any storage buildings, no part of the Property shall be dedicated for use by any one particular group of inhabitants or visitors in such a way as to exclude other inhabitants or visitors for using that part of the land on foot at any time;
  - (4) Nothing in this clause shall prevent the erection and use of structures or equipment for short events that are open to the whole community provided that the structures and equipment are removed at the end of each such event.
- c. If the Trustee decides at any time that the Property is no longer suitable for the purposes set out in Clause 2 and that it is necessary or advisable to discontinue the use of Property in whole or in part for the purposes stated in Clause 2, it shall call a meeting of the Inhabitants, of which meeting not less than three working days' notice (stating the terms of the resolution that will be proposed thereat) shall be posted in

a conspicuous place or places on the Property and advertised in a newspaper circulating in the locality, and at which meeting the Trustee is to put forward, lay out, explain and report on the progress of any proposals for the provision of replacement Property, and if such decision shall be confirmed by three-quarters (to the nearest whole number) of such Inhabitants present and voting at such meeting, the Trustee may sell the property or any part thereof. All monies arising from such sale (after satisfaction of any liabilities properly payable thereout) shall be applied in the purchase of other property approved by the Trustee and to be held upon the trusts for the purposes and subject to the provisions hereinbefore set forth (including this power), and meanwhile such monies shall be invested and any income arising therefrom shall either be accumulated (for such time as may be allowed by law) by investing the same and the resulting income thereof in like manner as an addition to and to be applied as the capital of such investments or shall be used in furthering the purposes specified in this deed.

4. **Vesting in the Official Custodian for Charities**  
The Trustee and all persons holding any property of the Charity shall take such steps as may be necessary to vest in the Official Custodian for Charities all freehold and leasehold lands at any time belonging to the Charity.
5. **Trustee**  
The Charity shall have as its sole Trustee Ilkley Parish Council. Such sole trustee may, without being a trust corporation, exercise all the powers of a trustee of the Charity.
6. **Minutes**  
The Trustee shall keep minutes, in books kept for the purpose, of the proceedings at their meetings.
7. **Accounts**  
The Trustee shall comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of that Act) with regard to:
  - a. The keeping of accounting records for the Charity;
  - b. The preparation of annual statements of account for the Charity;
  - c. The auditing or independent examination of the statements of account of the Charity;
  - d. The transmission of the statements of account of the Charity to the Commissioners.
8. **Annual Report**  
The Trustee shall comply with its obligation under the Charities Act 2011 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the Commissioners.
9. **Annual Return**  
The Trustee shall comply with its obligation under the Charities Act 2011 (or any statutory re-enactment or modification of that Act) with regard to the

preparation of an annual return and its transmission to the Commissioners.

10. Consultation

The Trustee may appoint and if appointed maintain in being in such manner as they consider to be proper a group of interested Inhabitants to advise the Trustee on the continued care maintenance and use of the Darwin Gardens Millennium Green.

11. Annual General Meeting

- a. There shall be an annual general meeting in connection with the Charity which shall be held in the month of January in each year or as soon as practicable thereafter. The meeting shall be convened to seek the views of Inhabitants on the use and enjoyment of the Property and the appointment of trustees;
- b. All inhabitants shall be entitled to attend the annual general meeting;
- c. The annual general meeting shall be convened by the Chairman of Ilkley Parish Council which is the Trustee of this Trust, or in default by any member thereof.
- d. Public notices of every annual general meeting shall be given in the area of benefit at least three working days before the date thereof by affixing a notice to some conspicuous place or places at the Property and on the Parish Council Public Notice Board;
- e. The Chairman of the annual general meeting shall be the chairman for the time being of the Ilkley Parish Council, or in absence such other member of the Council present at the meeting and appointed by the meeting, or failing any such presence any inhabitant of the Trust's area of benefit present appointed by the meeting.
- f. The Trustee shall present to each annual general meeting the report and accounts of the Charity for the preceding year;
- g. So far as is consistent with its duties and responsibilities the Trustee shall pay due regard to any reasonable expression of opinion or suggestion made at such meeting including (without limitation) any views on how their powers under this deed are being or have been exercised and who should or may be appointed a Trustee of the Charity.

12. General Power to Make Regulations

Within the limits of this deed the Trustee 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 of meetings, the deposit of money at a bank and the custody of documents.

13. Specific Power to Make Regulations

- a. The Trustee shall have power from time to time to make regulations governing the enjoyment and use of the Property providing that such regulations do not detract from the objects of the Trust or from the Statement of Aims in Clause 2.b (subject as qualified in that clause) and do not prevent access on foot to any part of the Property (other than storage buildings or the like) free of charge at any time during daylight hours.

- b. The Trustee shall publish or otherwise draw to the attention of inhabitants in such manner as they see fit all such regulations and any variation or amendment thereto.
  
- 14. **Bank Account**

Any bank account in which any part of the Trust Fund is deposited shall be operated by the Trustee and shall be held in the name of the Charity. All cheques and orders for the payment of money from such account shall be signed by at least two members.
  
- 15. **Trustee Not to Be Personally Interested**

The Trustee shall not acquire any interest in property belonging to the Charity (otherwise than as a Trustee for the Charity) or receive remuneration or be interested (otherwise than as a Trustee) in any contract entered into by the Trustee.
  
- 16. **Management of Land**

Subject to any consents which may be required by law, the Trustee shall either sell or let any land belonging to the Charity which is not required to be retained or occupied in furtherance of the objects.
  
- 17. **Leases**
  - a. The Trustee shall ensure that on the grant by them of any lease the tenant shall execute a counterpart lease.
  - b. Every lease shall contain a covenant on the part of the tenant for the payment of rent and a proviso for re-entry on non-payment of the rent or non-performance of the covenants contained in the lease.
  
- 18. **Repair and Insurance**
  - a. The Trustee shall keep in repair and insure to their full value against fire and other usual risks all the buildings of the Charity which are not required to be kept in repair and insured by the tenant and shall also insure suitably in respect of public liability and employer's liability.
  - b. The Trustee shall have the power, out of the income of the Charity, to provide indemnity insurance for itself and for its members from time to time. In the following sentence, "Trustee" includes such members.
  - c. The insurance shall not extend to
    - i. any claim arising from any act or omission which
      - (1) the Trustee knew to be a breach of trust or breach of duty; or
      - (2) was committed by the Trustee in reckless disregard of whether it was a breach of duty or not; and
    - ii. the cost of an unsuccessful defence to a criminal prosecution brought against the Trustee in its capacity as trustee of the Charity.
  
- 19. **Amendment of Trust Deed**
  - a. The Trustee may amend the provisions of this deed, provided that:
    - i. No amendment may be made to Clause 2 unless it appears to the Trustees that the objects can no longer provide a suitable

- and effective method of using the Trust Fund;
  - ii. No amendment may be made to Clause 2, Clause 15, or this Clause without the prior consent in writing of the Commissioners;
  - iii. No amendment may be made which has the effect of the Charity ceasing to be a charity at law; and
  - iv. No amendment may be made without the sanction of a majority of inhabitants of the area of benefit referred to in this Deed present and voting at an Annual General Meeting convened under Clause 11.c of this Deed where notice of such amendment is given in the notice convening the meeting.
- b. The Trustee should promptly send to the Commissioners a copy of any amendment made under this Clause.

SIGNED as a Deed by ILKLEY PARISH COUNCIL pursuant to Section 14 Local Government Act 1972 by the signature of two members of that Council.

Signed:

Date:

Witness signature:

Witness name:

Witness address:

Witness occupation:

Signed:

Date:

Witness signature:

Witness name:

Witness address:

Witness occupation: