

**THIS DECLARATION OF TRUST WAS AMENDED PURSUANT TO A RESOLUTION OF THE
TRUSTEES ON 1st DECEMBER 2008 IN ACCORDANCE WITH
SECTION 74 D CHARITIES ACT 1993**

THIS TRUST DEED is made the *Ninth* day of *February* One thousand nine hundred and eighty one BETWEEN THE BRITISH DIETETIC ASSOCIATION of Daimler House Paradise Street Birmingham B1 2BJ (herein-after called "the Association") of the one part and PROFESSOR RUSSELL JAMES LAURENCE ALLEN of 63 Abbotsbury Close London W14 8EQ SIR JOHN CROOM of 18 Succoth Avenue Edinburgh EH12 6BU ELEANOR MURLAND of 21 Priory Grange Fortis Green London N2 9ET WILLIAM TREVOR SEDDON of 53 Cornwall Road Ruislip Middlesex PATRICIA LINLEY HUMPHERSON of 13 Gwynne House Turner Street London E1 2AG and EDITH TURNBULL ELLIOT of 4 Russell Avenue Wollaton Nottingham NG8 2BL (hereinafter called "the Trustees" which expression shall include their successors in office) of the other part

WHEREAS:

1. The Association from time to time receives gifts and bequests.
2. It is the desire of the Association to set up a Trust Fund into which such gifts and bequests may be received and out of which payments may be made for the advancement of education and other charitable purposes related to the facts of dietetics.
3. The Trustees have agreed to act as the First Trustees of the Trust Fund.

NOW THIS DEED WITNESSETH as follows:

1. A TRUST FUND shall be constituted by this Deed and shall be known as the British Dietetic Association General and Education Trust Fund (herein after called "the Trust Fund").
 2. (a) The objects of the Trust Fund shall be the advancement of education and other charitable purposes related to the Science of Dietetics.

(b) The Trustees may carry out the said objects by any method which appears to them to be reasonable and (without derogating from this general power) they may use the capital or the income thereof in any of the following ways:-
 - (i) In payment of sums of money to individuals
 - (ii) In payment of sums of money to any recognised organisation or body of persons engaged in dietetic research or education.
 - (c) The Trustees shall have power to hold particular gifts or legacies in special accounts for application to particular fields of dietetic research or education or to other charitable purposes within the objects set out above and may designate such special accounts and payments thereout by the name of the donor or testator or by any other appropriate name.
 - (d) The Trustees while retaining complete discretion may consult with the Association about suitable beneficiaries and types of education and other charitable purposes.
3. The trustees shall be the first Trustees of the Trust Fund holding the offices of Trustees of the Rose Simmonds Memorial Fund and shall continue as Trustees until they shall relinquish such offices when they shall be replaced as trustees by their successors in such offices in accordance with clauses 5 and 6 of the Declaration of Trust Deed dated 29 November One Thousand Nine Hundred and Fifty Two governing such fund.

4. POWERS

- 4.1 In addition to any other powers they have, the Trustees may exercise any of the following powers in order to further the objects (but not for any other purpose):
- 4.1.1. to raise funds. In exercising this power, the Trustees must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;
 - 4.1.2. to make grants or loans of money and to give guarantees;
 - 4.1.3. to buy, take on lease or in exchange, hire or otherwise acquire property and to maintain and equip it for use;
 - 4.1.4. to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity. In exercising this power, the Trustees must comply as appropriate with sections 36 and 37 of the Charities Act 1993, as amended by the Charities Act 2006;
 - 4.1.5. 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 Trustees must comply as appropriate with sections 38 and 39 of the Charities Act 1993, as amended by the Charities Act 2006, if they wish to mortgage land owned by the Charity;
 - 4.1.6. to co-operate with other charities, voluntary and other bodies and statutory authorities and to exchange information and advice with them;
 - 4.1.7. to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the objects;
 - 4.1.8. to acquire, merge with or enter into any partnership or joint venture arrangement with any other Charity formed for any of the objects;
 - 4.1.9. to create such advisory committees as the Trustees think fit;
 - 4.1.10. to employ and remunerate such staff as are necessary for carrying out the work of the Charity;
 - 4.1.11. to set aside funds for special purposes or as reserves against future expenditure.
 - 4.1.12. to deposit or invest funds in any manner (but to invest only after obtaining such advice from a **financial expert** as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification).
 - 4.1.13. to delegate the management of investments to a financial expert, but only on terms that:
 - 4.1.13.1. the investment policy is recorded in writing for the financial expert by the Trustees;
 - 4.1.13.2. every transaction is reported promptly to the Trustees;
 - 4.1.13.3. the performance of the investments is reviewed regularly with the Trustees;
 - 4.1.13.4. the Trustees are entitled to cancel the delegation arrangements at any time;
 - 4.1.13.5. the investment policy and the delegation arrangement are reviewed at least once a **year**;
 - 4.1.13.6. 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 Trustees on receipt;
 - 4.1.13.7. the financial expert must not do anything outside the powers of the Trustees.

- 4.1.14. to do any other lawful thing that is necessary or desirable for the achievement of the objects.

5. STATUTORY POWERS

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

6. DELEGATION

- 6.1. 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 Charity except in accordance with a budget previously agreed by the Trustees.
- 6.2. The Trustees must exercise their powers jointly at properly convened meetings except where they have:
 - 6.2.1. Delegated the exercise of the powers (either under this provision or under any statutory provision), or
 - 6.2.2. Made some other arrangements, by regulations under clause (21).
- 6.3. The Trustees 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

- 7.1. 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, each of the Trustees must use the level of care and skill that is reasonable in the circumstances, taking into account any special knowledge or experience that he or she has or claims to have ("the duty of care").
- 7.2. No Trustee, and no one exercising powers or responsibilities that have been delegated by the Trustees, 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

- 8.1. The Trustees shall normally number six but shall be a minimum of five and not more than seven. Apart from the first Trustees and the Trustees appointed prior to the amendment of this Declaration of Trust dated 1st December 2008, every Trustee must be appointed for a term of four years by a resolution of the Trustees passed at a special meeting called under clause 15 of this deed.
- 8.2. 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.
- 8.3. The Trustees may co-opt people onto the body of Trustees. The number of co-options shall be no more than two at any one time, shall be for a specific purpose, shall be for no more than two years and anyone co-opted shall not have voting rights or the powers or responsibilities of a Trustee.
- 8.4. The Trustees must keep a record of the name and address and the dates of appointment, re-appointment and retirement of each Trustee.

- 8.5. The Trustees must make available to each new Trustee, on his or her first appointment:
- 8.5.1. a copy of this deed and any amendments made to it;
 - 8.5.2. a copy of the Charity's latest report and statement of accounts.
- 8.6. The Trustees shall include the Honorary Chairman and the Honorary Treasurer of The British Dietetic Association, who shall automatically become Trustees upon election to the Council of The British Dietetic Association.
- 8.7. A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting of the Trustees.

9. ELIGIBILITY FOR TRUSTEESHIP

- 9.1. No one shall be appointed as a Trustee:
- 9.1.1. If he or she is under the age of 18 years; or
 - 9.1.2. If he or she would at once be disqualified from office under the provisions of clause 11 of this deed.
- 9.2. No one shall be entitled to act as a Trustee whether on appointment or on any re-appointment as Trustee until he or she has expressly acknowledged, in whatever way the Trustees decide, his or her acceptance of the office of Trustee of the Charity.

10. TERMINATION OF TRUSTEESHIP

- 10.1. A Trustee shall cease to hold office if he or she:
- 10.1.1. is disqualified for acting as a Trustee by virtue of section 72 of the Charities Act 1993 or any statutory re-enactment or modification of that provision;
 - 10.1.2. becomes incapable by reason of mental disorder, illness or injury of managing his or her own affairs;
 - 10.1.3. is absent without the permission of the Trustees from all their meetings held within a period of twelve months and the Trustees resolve that his or her office be vacated; or
 - 10.1.4. is removed by a resolution passed by all the other Trustees after they have invited the views of the Trustee concerned and considered the matter in the light of any such views;
 - 10.1.5. notifies to the Trustees in writing a wish to resign (but only if enough Trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings).
- 10.2. a retiring Trustee is entitled (on written request) to an indemnity from the continuing Trustees at the expense of the Charity in respect of any liabilities properly incurred during his/her trusteeship.

11. VACANCIES

- 11.1. If a vacancy occurs the Trustees must note the fact in the minutes of their next meeting. Any eligible Trustee may be re-appointed. So long as there are fewer than three Trustees, none of the powers or discretions conferred by this deed or by law on the Trustees shall be exercisable by the remaining Trustees except the power to appoint new Trustees.

12. ORDINARY MEETINGS

12.1. The Trustees must hold at least two ordinary meetings each year. One such meeting in each year must involve the physical presence of those Trustees who attend the meeting. Other meetings may take such form, including videoconferencing or teleconferencing as the Trustees decide provided that the form chosen enables the Trustees to hear each other.

13. CALLING MEETINGS

13.1. The Trustees must arrange at each of their meetings the date, time and place of their next meeting, unless such arrangements have already been made. Ordinary meetings may also be called at any time by the person elected to chair meetings of the Trustees or by any two Trustees. In that case not less than ten days' clear notice must be given to the other Trustees.

14. SPECIAL MEETINGS

14.1. A special meeting may be called at any time by the person elected to chair meetings of the Trustees or by any two Trustees. Not less than four days' clear notice must be given to the other Trustees of the matters to be discussed at the meeting. However, if those matters include the appointment of a Trustee or a proposal to amend any of the trusts of this deed, not less than 21 days' notice must be given. A special meeting may be called to take place immediately after or before an ordinary meeting.

15. CHAIRING MEETINGS

15.1. The Honorary Chairman of The British Dietetic Association shall normally chair meetings. If that person is not present within ten minutes after the time appointed for holding a meeting, or if no one has been elected, or if the person elected has ceased to be a Trustee, the Trustees present must choose one of their number to chair the meeting.

15.2. The person elected to chair meetings of the Trustees shall have no other additional functions or powers except those conferred by this deed or delegated to him or her by the Trustees.

16. QUORUM

16.1. Subject to the following provision of this clause, no business shall be conducted at a meeting of the Trustees unless at least three Trustees, or half of the total number of Trustees at the time (whichever is the greater), are present throughout the meeting, as long as at least two of whom present are not Honorary Officers of the BDA and at least one of whom shall be an Honorary Officer of the BDA

16.2. The Trustees may make regulations specifying different quorums for meetings dealing with different types of business.

17. VOTING

17.1. At meetings, decisions must be made by a majority of the Trustees present and voting on the question. The person chairing the meeting shall have a casting vote whether or not he or she has voted previously on the same question but no Trustee in any other circumstances shall have more than one vote.

18. CONFLICT OF INTEREST

18.1. A trustee must absent himself or herself from any discussions of the Trustees 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) and he or she must not vote on any such matter.

19. MINUTES

19.1. The Trustees must keep minutes, in books kept for the purpose or by such other means as the Trustees decide, of the proceedings at their meetings. In the minutes the Trustees must record their decisions and, where appropriate, the reasons for those decisions. The Trustees must approve the minutes in accordance with the procedures, laid down in regulations made under clause 21 of this deed.

20. GENERAL POWER TO MAKE REGULATIONS

20.1. The Trustees may from time to time make regulations for the management of the Charity and for the conduct of their business, including:

20.1.1. the calling of meetings;

20.1.2. methods of making decisions in order to deal with cases or urgency when a meeting is impractical;

20.1.3. the deposit of money at a bank;

20.1.4. the custody of documents; and

20.1.5. 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 the signature that enables it to be properly authenticated.)

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

21. ADMINISTRATIVE POWERS OF TRUSTEES

21.1. The Trustees have the power to delegate any of their functions to Committees consisting of two or more persons appointed by them (but at least [two] members of every Committee must be Trustees and all proceedings of Committees must be reported promptly to the Trustees.

22. ACCOUNTS, ANNUAL REPORT AND ANNUAL RETURN

22.1. The Trustees must comply with their obligations under the Charities Act 1993, as amended by the Charities Act 2006, with regard to:

22.1.1. the keeping of accounting records for the Charity;

22.1.2. the preparation of annual statements of account for the Charity;

22.1.3. the auditing or independent examination of the statements of account of the Charity;

22.1.4. the transmission of the statements of account of the Charity to the Commission;

22.1.5. the preparation of an annual report and its transmission to the Commission;

22.1.6. the preparation of an annual return and its transmission to the Commission

23. REGISTERED PARTICULARS

23.1. The Trustees must notify the Commission promptly of any changes to the Charity's entry on the Central Register of Charities.

24. **BANK ACCOUNT**

- 24.1. Any bank or building society account in which any of the funds of the Charity are deposited must be operated by the Trustees and 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 an account shall be signed by at least two Trustees or two designated signatories as approved by the Trustees.

25. **PROPERTY AND FUNDS**

- 25.1. 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 4.1.12 until needed.
- 25.2. Investments and other property of the Charity may be held:
- 25.2.1. In the names of the Trustees (or in the name of the trustee body if incorporated under the Charities Act);
 - 25.2.2. in the name of a **nominee company** acting under the control of the Trustees or of a financial expert acting under their instructions;
 - 25.2.3. 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 Trustees;
 - 25.2.4. In the case of land, by the Official Custodian for Charities under an order of the Commission or the Court.
- 25.3. Documents and physical assets may be deposited with any company registered or having a place of business in England and Wales as **custodian**.

26. **REPAIR AND INSURANCE**

- 26.1. The Trustees 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.

27. **EXPENSES**

- 27.1. The Trustees may use the Charity's funds to meet any necessary and reasonable expenses which they incur in the course of carrying out their responsibilities as Trustees of the Charity.

28. **AMENDMENT OF TRUST DEED**

- 28.1. The Trustees may amend the provisions of this deed, provided that:
- 28.1.1. no amendment may be made to, clause 7 (Duty of care), or clause 30 (Dissolution), 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.
- 28.2. Any amendment of this deed must be made by deed following a decision of the Trustees made at a special meeting.
- 28.3. The Trustees 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.

29. AMALGAMATION

- 29.1. The Trustees may at any time on a resolution passed by at least two thirds of the Trustees transfer the assets and liabilities of the Charity to another charity established for exclusively charitable purposes within, the same as or similar to the Objects.
- 29.2. On a transfer under clause 30.1 the Trustees must ensure that all necessary steps are taken as to:
- 29.2.1. the transfer of land and other property;
 - 29.2.2. the novation of contracts of employment and the transfer of any pension rights; and
 - 29.2.3. the trusteeship of any property held for special purposes.

30. DISSOLUTION

- 30.1. The Trustees may dissolve the Charity if they decide that it is necessary or desirable to do so. To be effective, a proposal to dissolve the Charity must be passed at a special meeting by a two-thirds' majority of the Trustees. Any assets of the Charity that are left after the Charity's debts have been paid ('the net assets') must be given:
- 30.1.1. to another Charity (or other Charities) with objects that are no wider than the Charity's own, for the general purposes of the recipient Charity (or Charities); or
 - 30.1.2. to any Charity for use for particular purposes which fall within the Charity's objects. The Commission must be notified promptly that the Charity has been dissolved and, if the Trustees were obliged to send the Charity's accounts to the Commission for the accounting period which ended before its dissolution, they must send the Commission the Charity's final accounts.

31. INTERPRETATION

- 31.1. 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.

- 31.2. The following expressions have the following meanings:

"custodian"	has the meaning prescribed by section 17(2) of the Trustee Act 2000
"financial expert"	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000.
"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.
"nominee company"	means a corporate body registered or having a place of business in England and Wales
"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
"year"	means a calendar year

IN WITNESS of this deed the parties to it have signed below:

1. Signed as a deed by:

1(a)

On this(day) of(month)(year)

in the presence of:

1(b)
(Witness's name)

.....
(Witness's address)

.....

2. Signed as a deed by:

2(a)

On this(day) of(month)(year)

in the presence of:

2(b)
(Witness's name)

.....
(Witness's address)

.....

3. Signed as a deed by:

3(a)

On this(day) of(month)(year)

in the presence of:

3(b)
(Witness's name)

.....
(Witness's address)

.....

4. Signed as a deed by:

4(a)

On this(day) of(month)(year)

in the presence of:

4(b)
(Witness's name)

.....
(Witness's address)

.....

5. Signed as a deed by:

5(a)

On this(day) of(month)(year)

in the presence of:

5(b)
(Witness's name)

.....
(Witness's address)

.....