

THIS DECLARATION OF TRUST is made the 19th day of October 2020

BY BRIAN O'NEIL of 14 Bath Road, Eastbourne, East Sussex BN21 4UA and **GRAHAM HARVEY MARSDEN**, of 6 Wish Hill, Eastbourne, BN20 9EX and **IAN PRESTON MARSDEN** of 4 Placketts Corner, Arlington, BN26 6FY and **PAUL JOSEPH GIETZEN** of 11 Mill Way, Polegate, BN26 5NH (hereinafter called "the Trustees" which expression where the context admits shall include the survivor of them or other the Trustees or Trustee for the time being hereof.

W H E R E A S:

- (1) This Declaration of Trust is supplementary to the Declarations of Trust dated respectively the 21st February 1969, 1st October 1970, 9th April 1991, 3rd July 2007, 26th July 2010, 8th August 2011, 12th July 2013 and 3rd November 2016 by which certain monies known as the Eastbourne Rotary Benevolent Fund (herein after called "the trust fund") were declared to be applied for such charitable objects as the Council of the Rotary Club of Eastbourne should from time to time determine.
- (2) David Garlick and Brian Higgins have resigned as Trustees although remain members of the Rotary Club of Eastbourne (hereinafter called "the Club")
- (3) At a General Meeting of the Club it was resolved
 - (i) that the Trustees being Officers of the Club should be the Trustees of the Club for the purposes of holding the Trust Fund
 - (ii) that this Deed should be executed by the Trustees for the purpose of effecting the appointment of the Trustees not previously acting in such capacity
 - (iii) that the execution of this Deed by the Trustees shall be conclusive evidence that the said resolution has been carried out in every respect in accordance with the requirements of the Club
- (4) For the purpose of giving effect to the said resolution the Trustees have agreed to execute this Deed as hereinafter appears

NOW THIS DEED WITNESSETH as follows:

1. The Trustees hereby declare that the Trustees shall hold and apply the Trust Fund and all other monies which may from time to time be received by the Trustees (whether such monies shall arise from donations bequests Deeds of Covenant or from any other source) and also the investments for the time being representing the

same (all of which are hereinafter included in the expression 'the Trust Fund') **UPON TRUST** to apply both the capital and income thereof to or for the relief of the poor and needy or to or for such other charitable purpose institution society or object as the Club shall in duly constituted meeting from time to time direct.

2. Any part of the capital or income or the Trust Fund which may not for some time being be immediately required for any purpose aforesaid may until so required by invested by the Trustees in or upon any investments for the time being authorised by law for the investment of trust money with power to vary such investments for others of a like nature.
3. Subject to any direction by the Club the Trustees may if they think fit without being liable for the exercise of such discretion retain any investments (provided they do not involve any liability for calls) or other personal property which may from time to time be given or bequeathed to the Trust Fund though not being investments authorised to be acquired hereunder or may disclaim any such property and may accept and retain or refuse any new shares stocks debentures or debenture stock in any company which may be allocated to them in respect of any investments retained as aforesaid and the Trustees shall not be liable for any loss which may occur by reason of any such retainer acceptance or refusal.
4. The Trustees shall maintain a bank account of bank accounts in the name of the Trust Fund at such bank as they may from time to time decide. All cheques shall be signed by any two of the Trustees for the time being of the Trust Fund.
5. In addition to the ordinary indemnity given by Law to Trustees the Trustee shall not incur any liability in acting on any direction in writing given to them by the Club signed by the Club President but may assume unless the contrary appear that every such direction was given at a duly constituted meeting of the Club in accordance with the by-laws for the time being in force and that all formalities conditions and enquiries prescribed by the same were duly complied with.
6. In the event of the Club being dissolved or of the Club resolving to discontinue the Trust Fund as Trustees shall hold the Trust Fund upon trust to transfer the same to such similar charitable institutions or apply it to similar charitable objects as the Club shall in duly constituted meeting direct and in event of the Club failing to make such direction before such dissolution or resolution to discontinue the Trust Fund is made the Trustees shall transfer any assets remaining after the satisfaction of all debts and

liabilities to such charitable institution or institutions having objects similar to those of the Club as the Trustees with the prior written approval of the Charity Commission shall decide.

7.
 - (a) The Club and/or the person or persons in whom the statutory power is vested shall have the power by resolution to appoint persons to be the new Trustees of the Trust Fund but such persons shall be members of the Club and shall signify acceptance of such appointment to act as Trustees by execution of an appropriate signature of the Deed or Trustees Minute Book
 - (b) Any Trustee who ceases to be a member of the Club shall cease to be a Trustee
 - (c) The Club may at any time by resolution remove a Trustee from the Trusteeship of this Deed for any reason which may appear to the Club to be sufficient and without assigning any reason and thereupon the Trustee so removed shall for the purpose of the exercise of the statutory power of appointing a new Trustee be treated as if he were dead.
 - (d) Any Deed executed by the persons in whom the statutory power is vested shall in favour of a purchase or other person acquiring any interest for money or resolution of the Club and shall be taken to be valid in all respects.
8. The Trustees hereby jointly and severally agree if called upon to do so they will execute all such deeds and documents as may be necessary to carry or confirm the Trusts hereof
9. The Trustees may amend any of the provisions of the Deed by any deed or deeds supplemental to this Deed provided that no amendments shall be made to Clause 1 Clause 6 or this clause without prior written approval of the Charity Commission and provided also that no amendment shall be made which would cause the Trust Fund to cease to be a charity at law.

IN WITNESS whereof this Declaration has duly been executed as a Deed by the parties hereto the day and year first before written

Signed as a Deed by the said)
BRIAN O'NEIL)
in the presence of:)
(signature)

Witness Sign.....

Witness Name.....

Address.....

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Occupation

Signed as a Deed by the said)
GRAHAM HARVEY MARSDEN)
in the presence of:)
(signature)

Witness Sign.....

Witness Name.....

Address.....

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Occupation

Signed as a Deed by the said)
IAN PRESTON MARSDEN)
in the presence of:)
(signature)

Witness Sign.....

Witness Name.....

Address.....

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Occupation

Signed as a Deed by the said)
PAUL JOSEPH GIETZEN)
in the presence of:)
(signature)

Witness Sign.....

Witness Name.....

Address.....

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Occupation