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CHARITABLE TRUST

THIS INDENTURE is made at (city) this _____ day of _____ BETWEEN Shri _____ of (city) Indian inhabitant, hereinafter referred to as "THE SETTLOR" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors or administrators of the ONE PART and (1) Shri _____ (2) Shri _____ and (3) Shri _____ all also of Indian inhabitants, hereinafter referred to as "THE TRUSTEE" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include the survivors or names of them and the heirs, executors or administrators of the last survivor and the trustee or trustees for the time being of the trust hereby declared and their heir or assigns) of the OTHER PART

WHEREAS the Settler is desirous of setting up of a public trust for _____ (_____) Charitable purposes

AND WHEREAS the trustees have agreed to act as first trustees of the said trust.

NOW THIS INDENTURE WITNESSETH that with a view to perpetuate the said desire and in consideration of the premises and other documents, good, valid and consideration herein aforesaid, the Settler doth grant, assign, transfer and hand over to the Trustees and the Trustees do accept and take possession of the said sum of Rs. _____ herewith for brevity's sake called "The Trust Estate" (which expression shall include all assertions thereto by way of donations or otherwise and the investments for the time being representing the same) TO HOLD the Trust Estate upon the Trust and with and subject to the powers, provisions, agreements and declarations, hereinafter Contained or concerning the same i.e.

- a. For medical relief;
- b. For education;
- c. For relief of the poverty;
- d. For advancement of any other object or objects that are legally charitable and of general public utility;

AND IT IS HEREBY DECLARED that the objects of the charitable trust hereinabove mentioned shall not be limited or restricted to any particular religion, community, caste or creed.

NOW IT IS FURTHER STATED that the trust shall be entitled to utilize and dispense either for the benefit of the trust or for the aid and relief of the poor for the promotion of education and/or charitable establishments for the charitable purposes and trust hereinabove set out and also as they in their discretion deem fit and proper to make contribution and/or donations to charitable institutions and/or establishments having one or more of the charitable objects hereinabove set out.

1. The Trustees shall have power and shall be entitled to collect, recover and receive dividends.

TRUST DEED

KALVI TRUST

THIS INDENTURE is made on this 8th day of November

2006 by S.SENTHIL KUMAR aged 23, S/o. V.SUBRAMANIAN residing at Middle street, Keela Nachikulam, Sholavandan- 625 214, Madurai District, Tamilnadu, India, hereinafter, called The Author and Founder of the Trust.

WHEREAS the Author is desirous of creating a public charitable trust for the purpose, ends and objects hereinabove set forth.

WHEREAS the Founder has set apart a sum of Rs.1,000/- (Rupees one thousand only) as a nucleus towards the fund of the trust and carry out the trust activities from _____ to _____, 8th NOVEMBER, 2006.



Accounts and Audit: The trustees are required to maintain a proper books of accounts of all the assets, liabilities, income and expenditure of the trust and also get the accounts audited by a chartered accountant. See Also - CrPC Bare Act - PDF is also provided. This Trust Deed is made and executed at _____, on this _____, between Mr. _____, hereinafter called the SETTLER/CHAIRMAN/ANDMR. _____, hereinafter called the TRUSTEE (Managing Trustee). The expression 'The Settler/Chairman' The Trustees' shall unless excluded by the repugnance to the subject or context, be deemed to include their legal heirs, successors, legal representatives, Administrators and assigns. WHEREAS The said Settler/Chairman is desirous of creating and forming of an endowment by setting apart and establishing a fund for the General Public, religious and charitable objects and purpose in India and abroad, hereinafter expressed and the above mentioned all trustees have at the request of the said settler/chairman agreed to act as trustees of the said trust. AND WHEREAS, to effectuate the said object of forming, creating and establishing a public charitable Trust the said Settler has delivered and made over to the Trustees a sum of Rs. _____ with intent to part with all rights, title and interest claim therein and vest the same in the Trustees to have and hold the same and investment or investment for the time being representing the same and also the aforesaid trustees herein were cherishing the laudable idea of creating a trust for charitable purpose and in the pursuance of the above objects and uses hereinafter expressed with the powers, and on the terms and conditions and provision contained of and concerning the same i.e. **NOW THIS PUBLIC CHARITABLE TRUST WITNESSETH AS UNDER:** The main features and shape of the Present establishing trust shall be under the **NAME OF THE TRUST:** The name of the Trust shall be _____ HEAD OFFICE _____ The head office of the said trust shall be situated at _____ The amount contributed by the founder/settler/and Trustee shall and will stand possessed of the same upon the trust and also the trustees may from time to time require for managing the trust funds as donations, gifts, interests, loans to capital deposit amount of Rs.10,000/- (Rupees ten thousand only) etc. for the General public and General purpose of the trust fund of the said trust. The said trust shall be used for the promotion of education and other charitable objects (HEREINAFTER CALLED "THE TRUSTEE") Pursuant to the above intentions the said trust fund, the capital and income of the trust for the purpose and betterment of the aims and objects only of the said trust. Read Now - Cancellation of Sale Deed Process The Trustees shall stand and possessed of the said amount of corpus and such other properties, both movable and immovable as may be acquired from time to time by the Trust, viz. by purchase, exchange, grants, subscriptions, or the endowment donations, gifts, contribution or in any manner whatsoever all of which shall be designated 'THE TRUST PROPERTIES' of the Trust herein mentioned above. EXECUTIVE BOARD OF TRUSTEES: That all the trustees of the said trust shall be called 'THE EXECUTIVE BOARD OF TRUSTEES' LIFE MEMBER: The trustee No.1 shall be called 'THE LIFE MEMBER TRUSTEE'. FOUNDER MEMBERS: The above said settler/chairman/founder of this Trust and all the said Trustees i.e., shall be called 'THE FOUNDER OF THE SAID TRUST' The trustee No.1 shall be the Managing Trustee of the said trust. After her, the remaining trustees, for the time being, shall elect one of themselves as the Managing Trustee. It shall, however, be opened that the Managing Trustees shall be elected by 2/3rd majority of the said Board of Trustee of the said Trust, in the General Meeting of the Board.

MODEL TRUST DEED OF A PUBLIC CHARITABLE TRUST

THIS DEED OF TRUST executed on this _____ day of _____ year 20_____, BETWEEN _____ (Party of the first part) hereinafter called "SETTLOR OF THE TRUST"

AND _____.

1. SHRI. S/O. SHRI. _____, of _____ &
2. SHRI. S/O. SHRI. _____, of _____ &
3. SMT. W/O SHRI. _____, of _____

(Hereinafter called "The Trustees" which expression shall unless repugnant to the context or meaning thereof be deemed to include the survivors or survivor of them and the trustees or trustee for the time being of these presents and their heirs, executors and administrators of the last surviving trustee, their or his assigns) of the other part;

WHEREAS the party hereto of the first part is possessed of the sum of Rs. _____/- (Rs. _____ Only) as his absolute property and he is desirous of creating a Religious/Charitable/Educational Trust for the benefit of the humanity at large.

AND WHEREAS each of the parties hereto of the "Other Part" has individually and jointly agreed to act as Trustees of the Trust, proposed by the party of the first part.

AND WHEREAS nothing contained in this deed shall be deemed to authorize the trustees to do any act which may in any way be construed statutory modifications thereof and all activities of the trust shall be carried out with a view to benefit the public at large, without any profit motive and in accordance with the provisions of the Income-tax Act, 1961 or any statutory modification thereof.

AND WHEREAS the trust is hereby expressly declared to be a public charitable trust and all the provisions of this deed are to be constituted accordingly.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

1. SETTLEMENT

The party of the first part, the settlor, does hereby settle the sum of Rs. _____/- (Rs. _____ only) in Trust, with the name and for the objects hereinafter stated, by delivering the said amount in cash which the party of the other part, the Trustees, have accepted the receipt of which they do hereby acknowledge, to hold the same in and to the Trustees with the powers and obligations as provided hereinabove.

Any person may be appointed as Trustee or trustees of the said Trust appointed by the majority of 2/3rd of the present Trustees and with the consent of the Settler/Chairman. It shall be kept by the managing trustee Minutes Book is an office book in which the presence of every trustee and all proceedings of the meeting of the Board of trustees shall be recorded in the minutes book and shall be signed by Chairman of the meeting either at the conclusion thereof or at the next meeting when it shall be confirmed. The Trustees shall have to deposit the trust money or any portion thereof in any nationalized Bank, such account can be operated jointly by the signatures of Chairman/Managing Trustee and any other trustees, who hold the office of Cashier/Treasurer of the said trust.

A proper and regular account of all accounts, receipts and expenditure of the said trust shall be maintained regularly. AUDIT: On the 31st day of March of every year, General Account shall be taken of all the assets and liabilities of the trust and an income & expenditure account for the whole year and a balance sheet as on the 31st day of March shall be passed by the Trustees. The accounts of the trust shall be audited annually by a Chartered Accountant appointed by the Trustees for the purpose. DISSOLUTION OF THE TRUST: That the above said Trust shall be dissolved at any time by 2/3rd majority of the present trustees but no profit shall be used by any trustee or settler of the said Trust. The Trust fund, properties either movable and immovable shall be spent only for the welfare of the poor and General public or to other Trust/society having the similar aims and objects. JURISDICTION OF THE COURT: Only the competent courts of Delhi shall entertain all the legal proceedings, cases and suits related to the said Trust. 1. To promote welfare, social-cultural, charitable, health education, humanitarian, and relief activities that will protect, safeguard, improve the quality and raise the standard of human life, particularly economically weaker sections of the society, irrespective of caste creed, race colour, sex or religion so that they may lead healthy, happy, contented and dignified life. 2. To help and collaborate in establishing and running medical centres, old age homes, Ashrams, rehabilitation, institutions for the destitute, vocational training centres for the handicapped and self job-oriented activities for the unemployed. 95804368064.pdf 3. To offer scholarships, stipends and financial support to deserving students in pursuing higher studies in medicine, Art, science, Engineering and computer technology. 4. To undertake and support any program or projects that provide educational, recreational, social cultural and spiritual activities with the sole purpose of promoting peace, love, tolerance and national integration among the various communities of the country and Nationalities of the world.

5. Sponsorship of economically weak persons for institutional care. 6. Collaboration with other voluntary organizations to accomplish the above objects. 7. Affiliation with other national and international organizations engaged in welfare, health education, National integration, and peace-promotion activities. 8. Regular dialogue and rapport with central, State Government and N.G.O's to elicit support and cooperation in fulfilling the aims and objects of the organization (Charitable Trust). 9. To acquire immovable and movable properties by purchase lease, mortgage, gifts, grants, legacy, bequest, exchange, right privilege from any person/s, company, society, Government cooperative bodies or institutions whatsoever and to hold movable and immovable properties lawfully held of all descriptions.

13. The Trustees may from time to time frame rules for the conduct and regulation of the meetings of Trustees. In the absence of such regulations -

(a) Two Trustees shall form a quorum for a meeting of the Trustees.

(b) All matters will be decided initially by the Trustees.

(c) All decisions will be made by a majority of the Trustees but by circulation thereof and evidenced in writing under the hands of two thirds of the trustees shall be as valid as if made at a meeting.

14. The Trustees shall have the power to determine in case of doubt whether any money or property shall for the purpose of the charity be considered as capital or income and whether any sum or property shall be available for the purposes of the charity and every such determination shall be binding and conclusive provided that nothing contained in this clause shall be construed as giving power to spend the income or corpus of the Trust for any purpose not authorized by these present bylaws on Not March every year.

15. The accounting year of the Trust shall be the financial year ending on Not March every year.

16. The office of the Trust shall be situated at Della suite as chosen by the Trustees for two years.

17. The office of the Trust shall be situated at Della suite as chosen by the Trustees for two years.

18. It is hereby declared that no part of the Trust property or income or any accretions thereto shall be applied for any purpose outside India or for any purpose which is not a charitable purpose as defined in the Charitable Trusts Act.

In witness whereof the parties hereto have hereunto set and subscribed their respective hands, on the day, month and year first mentioned hereinabove.

Witnesses:

1. (Settlor's Signature)
2. (Trustee's Signature)

Source: India Publications

10. To erect/build residential complexes, hostels, hospitals and any other type of building or structures whatsoever, to further any objects of the Charitable Trust and to maintain, manage, control, improve, alter, repairs, demolish or reconstruct the same or any portion or portions thereof. 11. To receive by way of gift, whether in cash money or property movable or immovable, donations and contributions in any legal form, including legacy, behest, wills, trusteeship, etc, for the benefit of the Charitable Trust. 12. To alienate by way of sale, mortgage, lease, charge transfer all or any part of the property of the Charitable Trust.

DEED OF TRUST

This **DEED OF DECLARATION OF TRUST** executed at

on this day of by

hereinafter called as **AUTHOR OF THE TRUST** which expression shall wherever the context so permits mean and include its successors -in-office of the **ONE PART** and;

WHEREAS the **AUTHOR OF THE TRUST** decided to create and establish a Trust to make research in Alternative Medicine and Acupuncture for the welfare of the community at large without discrimination of caste, creed etc with objects and constitution as hereinafter set forth;

WHEREAS the said objects in view, the **AUTHOR OF TRUST** have decided to endow the said **TRUST** a nucleus of Rs. (Rupees only) in cash; and

WHEREAS it is necessary and desirable to declare and constitute the said Trust and to record the objects and constitution of the said Trust.

NOW THIS DEED OF DECLARATION OF TRUST WITNESSETH AS FOLLOWS:

1. TRUSTEES mean and include the Board of Trustees as described in these presents, and these Trustees, as appointed, nominated or selected by the remaining members of the Board of Trust whenever any vacancy arises.

2. CREATION OF THE TRUST:

In pursuance of the intention, the **AUTHOR OF TRUST** has settled the sum of Rs. (Rupees only) by each unto and in favour of the Trustees herein to be held by them for and on behalf of the Trust hereby created and known as "the receipt of which sum of Rs. which has already been handed over to the Trustees mentioned hereunder, is hereby acknowledged by the Trustees, who hereby accept the appointment as such Trustees of the said Trust, under the terms and conditions, set out hereunder for the fulfilment of the objects of the Trust, more fully and particularly described and set out hereunder.

3. REGISTERED OFFICE OF THE TRUST:

The registered office of the Trust is situated at present at No.

4. TRUSTEES:

The **AUTHOR OF THE TRUST** has appointed the following persons to hold the office of the Trust as Trustees:

13. To invest and reinvest any funds or money of the Charitable Trust in the interest of the beneficiaries of the Trust. 14. To execute such agreements, conveyances, transfers, leases licence, mortgages, documents, etc. as may be deemed necessary to carry out the objects of the Charitable Trust. 15. To borrow and or raise any funds with or without security in any manner the charitable trust may think to repay the same. 16. To negotiate with or enter into arrangements with different authorities, bodies, industrial houses for grants, allowances, rights, concessions, and privileges, etc. that may be beneficial to the charitable trust beneficiaries. 17. charit free download for android tv To use all the income from the properties movable or immovable or from the earning of the Charitable Trust as such whose soever derived from, solely for the advancement of the objects. And that no portion of it be distributed or disbursed among the Trustees by way of profits, bonuses or dividends. However, nothing herein contained shall prevent the payment in good faith in the shape of remuneration or reimbursement to any Trustee for any services rendered to the charitable trust or expenses incurred thereto. 18. To appoint or to remove staff of different graces, prescribe their duties, assignments, service conditions and to fix their wages, remunerations and perquisites, etc. 19. To perform all acts as are incidental and conducive to attainment of all or any of the objects of the Charitable Trust. 20. The income and earnings of the charitable trust shall be utilized to attain the aims and objects of the organization as desired by the Trustees of Charitable Trust. 21. To undertake ad promote human resources in the field of social work and in other science relating to social action for world peace.

22. To undertake and maintain any relief measures in those parts which become subjected to natural calamities such as flood, fire, drought, famine, cyclone, earth-quake, epidemics, storm, accidents, pestilence, etc. 23. To give, provide and/or render, help and assistance to a and/or implement any scheme for providing livelihood and upliftment of the poor. The powers, functions, rights and duties of the above said trustees shall be as under:- 1. Without effecting the generality of powers and duties and functions of the trustees to manage and administer the trust. The Board of Trustees shall have the following functions:- i) To borrow if needed be against the security or the assets of the trust by way or bank overdrafts loan or otherwise, as may be necessary, for the benefits of the trusts provided, however, the trustees unanimously agreed on such borrowing and limits to the terms of this decision or agreement and or authorize two or more of the trustees to execute such documents, deed, papers, etc. and as may be necessary for connection the Trust. ii) To arrange for and/or authorize the signing or execution of any agreement, contract, installment, document or any other paper in writing require to be signed or executed on behalf of the trustees by any two of the trustees to be nominated in this behalf by the Board of Trustees & with the consent of the settler and to make the same effective and binding as if the agreement of contracts instrument or documents or papers or writing were signed by all the trustees. iii) To appoint or make provision for the appointment of a sub Committee of Trustees and/or others to attend or to supervise or conduct specified jobs or functions of the trust matters in such manners and subject to such Rules and Regulations as The Trustees may prescribed. iv) To authorize any one or more Trustees to hold any property or any fund or any investment of the Trust subject, however, to the terms of these presents in such manners and subject to such terms and conditions, Rules and Regulations as the Board of Trustees may from time to time make as they think fit and proper. v) To spend any portion of the corpus fund or the income of the trust for purchasing any land or construction any or building for the Trust. 2. Trustees shall have full powers to determine the programs of the Trust by organizing, suggesting, or by adopting or rejecting the proposals from the public and may delegate any of the powers of professionals or administrative staff whose reports of and activities shall be arranged to be received periodically to control and to give guidance in this regard thereto. 3. The Trustees shall have powers from time to time to make and alter or amend the Rules and Regulations if needed, with the consent of the settler, so this made regard of which any power or duty is vested in them, as they may think fit and proper. 4. 49238793226.pdf The Trustee may appoint advocates, secretaries, Engineers, Surveyors, or other employees for the purpose of management and supervision of the Trust estate, funds for collection of rents, effects and profits, for keeping the account and records and for other purposes of the Trustee. 5. The Trustees shall have full power to compromise or compound all actions, suits, and other proceedings and disputes touching the trust estate(s) and/or the trust properties and to refer any such differences, disputes to arbitration and to adjust and settle all accounts relating to the trust estate and/or the trust properties and to do all other acts and things fully and effectively without being liable or answerable for any bona fide losses occasioned thereby. 6. The veto of the majority of the trustees shall prevail and in the event of tie, the chairman of the meeting shall have the power of casting of his/her vote. 7. Any Resolution passed by the 2/3rd majority of the present trustees, with the consent of the settler for the benefits and the same shall be prevail and applicable to the members. 8. A person shall cease to be trustee, in case, if he/she dies or if becomes bankrupts or becomes in same or otherwise incapable to act or if any trustee or trustees resigns from his/her/their, or removed by the Board of Trustees with the consent of the said settler, by 2/3rd majority, shall be removed from his/her office. 9. If anyone or more of the objects specified herein these presents are held not to be objects of a public charitable nature the trustees shall not carry out such objects or act as if the same are not incorporated in these present but the validity of the trust created by these presents as a trust shall not be affected in any manner. NO PERSON BEING(s) An un-discharged, insolvent or(s) Convicted of an offence involving moral turpitude, or(s) Of unsound mind, or(s) A minor. SHALL BE ELIGIBLE TO BE A TRUSTEE: That any intellectual person or persons or professional individual may be appointed and elected as a trustee of the said Executive Board of Trustees by way of special consideration either by money, work or eligibility by 2/3rd majority of the present trustee of the said Board.

In WITNESSES WHEREOF the above said Settler/Trustees have signed this Deed of Trust in the presence of the following witnesses: WITNESS: 1.2. SETTLER Charitable Trust Deed PDF FormatCharitable Trust Deed Docs Format If you have any query or concerns about charitable trust deed format then leave a comment below. This charitable trust deed format can be used for religious deed format, temple trust deed format or private trust deed format. Created: October 18, 2013 at 9:59 AM | Updated: October 17, 2022 | By Charities Services The sample charitable trust deed template below has been updated to reflect the new Trusts Act 2019 that came into force on 30 January 2021. Need to update your existing deed to comply with the new Act?

A new template for the variation of a trust deed has been added below to assist Trusts that were registered under earlier Acts.

Sample Charitable Trust DeedThis resource includes a Charitable Trust Deed for New Foundations - you can download the template from the Supporting Documents section below. Using the Sample Charitable Trust DeedThe Charitable Trust Sample Deed for New Foundations meets all the requirements for incorporation. If you wish to use the sample as the basis for your trust deed it is important to carefully go through it to make sure that it will meet your needs.

If there are any provisions you are unhappy with, unclear about or feel are not covered, you should discuss alternative wordings as a group. Most of the clauses in the deed have been developed as useful provisions with very few specifically required by law.

Most can therefore be changed to suit the needs of the group.

You can obtain advice from other groups, consultants, and lawyers as to appropriate wording or look at other trust deeds by taking the following steps: Go to the Charitable Trusts Register (found on the Companies Office website) - Enter a trust board name, number or NZBN (NZ Business Number). You can type in the first word of a name of a charitable trust you know of or a keyword or that will help you find a similar group (eg Youth).

Click on the name of a group whose trust deed you want to look at. Click on the "Filings" tab and you will see a list of the most recent documents, including the group's rules. Other organisation's documents may be available in their Charities register listing. Click on the most recent set of rules (you will need a PDF reader to view this document. Adobe Acrobat Reader a common option and is available as a free download from www.adobe.com) Guide to Sample Trust Deed ClausesThis deed contains some clauses required by law and others that are included to encourage good practice. The sample deed also includes Maori translations of the headings that are also optional. Introductory clauses A, B and C: These make clear that the trust has property (in this case by a small donation by each of the trustees). If there are other assets, this could be briefly mentioned here. Clause 1 Name: Once a name has been decided on by the group, it should be checked to ensure no other registered organisation has a name that is too similar. If another has a name that is similar it is likely to cause confusion. Your group will be able to use the name "miles" if it is not already taken. You can check for availability on: and use the steps outlined earlier in this section. You can check both websites because if you proposed name is very similar to that of an existing company you will not be able to use it miles. Incorporative date: This is the date when the organisation was formed. This can be a useful way of giving the public a good idea of what you stand for. Clause 3 Purposes: This needs to be practical and succinct, describing in short sentences what the organisation wants to achieve and how it will do it. The wording of your purpose (or objects) is critical to ensuring your group obtains charitable tax status; if the objects are not charitable, registration under the Charitable Trusts Act 1957 is not possible. The wording should also fully reflect your intentions, and needs to cover the main activities your group intends to carry out, as well as allowing for possible activities you may wish to carry out in the future. You do not need to do everything listed in your purposes at the same time so don't be afraid to include purposes even though you may not be able to carry them out immediately. As you may not be permitted to carry out activities that fall outside the stated purposes it is useful to include, as in this sample, a general statement allowing the society to do anything else to further its charitable aims. You can look at the objectives of other charitable groups by going to the Companies Office website and using the steps outlined above. Clause 4 Area of Operation: If you don't plan to operate outside New Zealand just state that you will limit your activities to New Zealand. This is normally required should your group wish to obtain donee status from Inland Revenue Clauses 5 Registered Office: All incorporated bodies are required to provide a physical address to the Companies Office, however the actual address can be included in the covering letter when incorporation is sought (rather than in the trust deed) and updated when it changes. If the group does not have an office address, it can provide the home address of one of its members or of its accountant or solicitor. Clause 6 Makeup of the Board: 1. The trust deed should set a maximum and minimum number of people to be on the board. Legally there is a minimum of two and no maximum, although you should not set it so high that meetings become impossible to organise or run. 2. Your group needs to determine what office holders there will be and how they will be appointed and removed. While the law does not stipulate what particular office holders there should be, it is prudent to always have a treasurer, someone to run meetings (chairperson or facilitator) and someone to ensure the records of the board are well maintained (secretary or note taker). 3. The deed needs to outline how people cease to be trustees (see also 6.5). As outlined in the sample deed, people who are undischarged bankrupts or is otherwise found to be unqualified in terms of the Act (section 16 of the Charities Act 2005) are not allowed to be Trustees. 4. The deed needs to outline how new trustees are appointed and how long trustees should be on the board. This can be either a fixed term with or without options for renewal or can be for an unlimited term subject to removal as outlined below. Alternatively, trustees could be nominated by other organisations or quorads could be provided for where it is important to have broad representation on the board. You need to decide what will suit your trust best and it is useful to discuss this with other organisations.

In this sample deed trustees remain on the board unless they resign or are removed. Alternatively, trustees could have a set term 6.5: This clause enables appointment of new trustees should the number fall below the minimum number specified in 6.1.6.6: It is useful for the board to have broad discretion to remove trustees should they not be acting in the best interests of the trust. 6.7: The Charitable Trusts Act 1957 requires the deed to state the name of the board which will normally be the same as the name of the trust. Clause 7 How the Board will Operate: This clause outlines essential minimum requirements for operation of the board meetings. 7.1.1: It is important to set an appropriate quorum that balances the need for reasonable attendance with the need for meetings to proceed where some people are not present. Proxy votes (having someone else vote on your behalf when you are not present) are only allowed if specifically provided for in the deed. Any ongoing problems with attendance need to be addressed looking firstly at why attendance is poor. 7.1.2: It is useful to have provision to remove trustees who for no good reason do not attend. 7.1.3: The Trust may decide to use consensus decision-making, where an issue is talked through until an agreement on how to proceed has been reached by all Board members. As in this case it is important to have backup provision where consensus cannot be reached. 7.1.4: This is one way of avoiding deadlock where votes are tied based on the idea that something should only be done where more than half of those voting agree. Another way is giving the chairperson a casting vote. 7.1.5: This is to ensure someone is responsible for chairing the meetings. 7.2: It is good to decide on a minimum number of meetings that will be held each year. This clause enables meetings to be held by teleconference or via the internet in case people cannot meet face to face. Charitable trusts are not required by law to hold annual general meetings and these are usually associated with organisations that have a membership.

However, some charitable trusts do have members that vote for trustees and these would normally have AGMs. 7.3: This is to ensure minutes are properly kept. Clause 8 Powers: The powers of the board allow it to buy and sell property, employ people (including members of its board), and do a number of other things necessary to carry out its job properly. This section is written broadly to give the board wide powers so it is not hampered. Clause 9 Pecuniary Benefit: The pecuniary benefit clause is required by Inland Revenue for all organisations wanting charitable, non-profit, or sports promoter tax status from IRD. notion social media template The clause is designed to prevent members of the society using their position to benefit themselves or their close family members. In simple terms: members may be paid for services to the society, or reimbursed for legitimate expenses where a member or their family members (including some members of extended family) may benefit financially from a decision of the Society they must not participate in or influence any such decisions any payments to members or their families must be made at no more than market rates but may be at less than market rates Clause 10 Delegation: This clause allows the board to delegate day-to-day management of the trust's affairs and to delegate matters to committees as it sees fit.

The board retains ultimate responsibility for decisions made. Clause 11 Financial Arrangements: The deed must provide for the investment and control of funds. The sample clause is worded very generally to give flexibility enabling the board to change the financial procedures from time to time without having to alter the deed. The sample trust has a financial year of 1st January to 31st December although this can be changed. Many organisations find it easiest to have their financial year lined up with their main funds so for example if they are mainly funded by government their financial year would be from 1 July to 30 June the following year. 11.4: Gives the board the option of having its accounts audited. Most funders you approach will ask for your accounts to be audited. Clause 12 Common Seal: The common seal is the deed's official stamp, which is sometimes required to be used on documents (e.g. particularly when borrowing money or purchasing property). The Rules must state who can use the common seal (e.g. the Chairperson and one other person appointed by the committee). They must also state who is to look after the common seal. Clause 13 Mediation/arbitration: This provides a dispute resolution mechanism to enable individual trustees unhappy with particular decisions to have these resolved with external assistance without having to go to the High Court. Clause 14 Trustee Liability: This clause limits trustee liability although it is important to remember the board and individual trustees still need to act prudently, in line with the trust deed and any other policies, and legally. Clause 15 Winding Up: If, for whatever reason, a board decides it should wind up, this clause enables the gifting of surplus assets (after all debts have been paid) to another charitable organisation/s. Alternatively, a particular charitable organisation/s could be named here, although it is usually better to give the trustees at the time the flexibility to decide who to give surplus funds to. If the trustees wish to be a donee organisation they should limit any distributions to New Zealand. Clause 16 Alterations of Rules: If trustees decide to amend the rules of a trust, this clause allows any of the rules to be amended by a majority of the Trustees as long as it does not affect the charitable nature of the Trust. namibia cadastral information system If an amendment clause is not included, trustees will have to apply to the High Court to amend the trust deed. Disclaimer: This template has been provided to assist your community organisation. It is provided for guidance only. Users are encouraged to seek more information on specific topics and to seek opinion from a legal practitioner on any employment or legal issue. Reasonable efforts have been taken to ensure the currency and accuracy of information in this template. 38508201263.pdf It has been assembled in good faith. The information in this template is provided as is. You make use of it at your own risk and the Department of Internal Affairs accepts no liability for any claims arising from use of this template. Supporting documents Add to my Toolkit Rate this resource Share this resource Report this resource Tool and Template A charitable trust is an agreement between people (called trustees) to manage property, over which they have control, for charitable purposes. The broad details of how a charitable trust will operate are set out in its trust deed. espen guideline clinical nutrition in surgery 2020 The attached sample trust deed has been updated to reflect the Trusts Act 2019. 2198 ratings