

THIS TRUST DEED is made this 23<sup>rd</sup> day of DECEMBER 2017 by Lindsey Diane Chave of 4 Hoath Meadow, Back Lane, Horsmonden, Kent TN12 8LJ, Christopher Graham Reed of 5 Orchard Way, Horsmonden, Kent TN12 8JX, Ann-Marie Coyne of Trevonn, Goudhurst Road, Horsmonden, Kent TN12 8AJ and Nicholas John Belton of 11 Gibbet Lane, Horsmonden, Kent TN12 8NA ("the Trustees") whereas:-

1. This Trust Deed relates to the Horsmonden Social Club ("the Club") and shall be read in conjunction with the constitution, a copy of which is annexed hereto ("the Constitution").
2. The purpose of this Deed is to enable the Trustees to carry out the functions of the Committee of the Club ("the Committee") as set out in the Constitution.

It is agreed as follows:-

1. The Trustees shall be four in number and will be selected out of the following officers of the Club as defined in the Constitution:  
The Chairman;  
The Vice-Chairman;  
The Hon. Secretary;  
The Hon. Treasurer;  
Eight members of the Committee for the time being.
2. THE Trustees hereby declare that they will hold and apply any money investments or other assets received by the Club together with all other monies which may from time to time be received by the Trustees in relation to the Club and all investments for the time being representing the same (all of which are hereinafter referred to as the Trust Fund) UPON TRUST to apply both the capital and income thereof to or for the purposes of the Club as set out in the Constitution and as the Club may in duly constituted meetings from time to time direct.
3. ANY part of the capital or income of the Trust Fund which is not immediately required for a purpose applicable to the Club may until so required be invested by the Trustees in or upon any investment 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.
4. (i) If required by the Club and only in accordance with the Constitution the Trustees on behalf of the Club may enter into legally binding deeds and documents

for the acquisition of real property in the name of the Club including but not limited to the premises in which the Club operates and the Trustees are empowered to execute such deeds and documents as may be required;

(ii) Any such deeds and documents will be signed by all four current trustees for the time being and all signatures will be minuted in accordance with the Constitution;

(iii) Such real property shall form part of the Trust Fund.

5. 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 or other property which may from time to time be given or bequeathed to the Club (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 forming part of the Trust Fund and the Trustees will not be liable for any loss which may occur by reason of any such retention acceptance or refusal.
6. THE Trustees will open a bank account or bank accounts in the name of the Trustees at such bank as they may from time to time decide. All cheques will be signed by any two of the Trustees for the time being.
7. IN addition to the ordinary indemnity given by the law to trustees the Trustees will not incur any liability in acting on any direction in writing given to them by the Club, signed by the president of the Club, 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 Constitution for the time being in force and that all formalities conditions and inquiries prescribed by the same were duly complied with.
8. IN the event of the Club being dissolved or of the Club resolving to discontinue the Trustees will hold the Trust Fund upon trust to transfer the same to such similar charitable institutions and societies or apply it to or for such similar charitable objects as the Club as a duly constituted meeting directs.
9. i) THE Trustees for the time being or the person or persons in whom this statutory power is vested will have power by resolution to appoint the persons to be new trustees of the Trust Fund provided that such persons are members of the Club and

✓ *α* X appointed in accordance with the Constitution and will signify acceptance of such appointment to act as Trustees by signature of the Trustees' minute book.

✓ *α* X ii) ANY Trustee who ceases to be a member of the Committee and/or the Club will cease to be a Trustee.

X *α* X iii) 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 acting reasonably to be good and sufficient and without stating any reason. The Trustee so removed will have the right to be appeal to the Committee and if the removal is confirmed will for the purpose of the exercise of the statutory power of appointing new trustees be treated as if he were dead. Provided that if the Trustee so removed is registered as a joint owner of any real property forming part of the Trust Fund he will sign any deed or document required to remove his name from the legal title.

X *α* X iv) ANY deed executed by the persons in whom the statutory power is vested will in favour of a Purchaser or other person acquiring any interest for money or money's worth be deemed to have been executed in accordance with the Constitution and will be taken to be valid in all respects.

10. IN this Deed where the context so requires or admits the expression "The Trustees" will include the trustees or trustee for the time being hereof.

IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

SIGNED as a Deed  
by Ann-Marie  
Coyne  
in the presence of:

*A. Coyne*  
.....  
[Position]  
*C J Couchman*  
C. J COUCHMAN  
4 HOATH MEADOW  
HORSWOLDEN  
TN12 8LJ


SIGNED as a Deed  
by Nicholas John  
Belton

*Nicholas John*  
David Stewes  
[Position]  
Bluebell Cottage  
Case Lane Horswolden  
Kent TN12 8JA Heating Engineer

in the presence of:

SIGNED as a Deed  
by Lindsey Diane  
Chave  
in the presence of:



 [Position]

S.C. JUPP  
1 The Manwaringes  
Marshenden  
TRIL 9NO office manager

SIGNED as a Deed

By



Christopher

Graham

Reed

[Position]

in the presence of:

CR Smith OBE 17 Borough Road TW75DT.  
Executive Director People British Red Cross