

THIS DECLARATION OF TRUST IS MADE

the 28th day of April 2009 by

(a) Bradford District Care Trust ("the Trust")

WHEREAS the trustee holds

(b) Funds formerly held by Bradford Community Health NHS Trust and transferred to the Trust by virtue of Statutory Instrument 866 of 2002 together with other charitable donations received for its purposes by the Trust since its establishment which at the date of this deed amount to **£247,411.54** on the trusts declared in this deed and it is contemplated that further property or assets may be paid or transferred to the trustee upon the same trusts.

NOW THIS DEED WITNESSES AS FOLLOWS:

A Administration.

The charitable trust constituted by this deed ("the Charity") and its trust property ("the trust fund") shall be administered and managed by the trustee under the name of Bradford District Care Trust Charitable Fund or by such other name as the trustee from time to time decides with the approval of the Charity Commission for England and Wales ("the Commission").

B Trustee.

The trustee of the Charity and the trust fund shall be Bradford District Care Trust or such other trustee or trustees as may be appointed by the Secretary of State for Health by virtue of any legislation from time to time in force.

C Objects.

The trustee shall hold the trust fund upon trust to apply the income, and at its discretion, so far as may be permissible, the capital, either for the general or specific purposes of Bradford District Care Trust or for all or any charitable purpose or purposes relating to the National Health Service (hereinafter referred to as "the objects").

D Powers.

In furtherance of the objects but not otherwise the trustee may exercise any of the following powers:

- 1) 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;
- 2) 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;
- 3) subject to any consents required by law to sell, lease or otherwise dispose of all or any part of the property comprised in the trust fund;
- 4) subject to any consents required by law, to borrow money and to charge the whole or any part of the trust fund with repayment of the money so borrowed;
- 5) to co-operate with other charities, voluntary and statutory authorities operating in furtherance of the objects or of similar charitable purposes and to exchange information and advice with them;
- 6) to establish or support any charitable trusts, associations or institutions formed for the objects or any of them;
- 7) to employ such staff as are necessary for the proper pursuit of the objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;
- 8) to charge against the trust fund the proportion of the cost of administrative overheads incurred by the trustee both in the administration of the Charity and in the discharge of other functions which are attributable to the administration of the Charity;
- 9) to permit any investments comprised in the trust fund to be held in the name of any clearing bank, any trust corporation or any stock broking company which is a member of the Stock Exchange (or any subsidiary of such a stock broking company) as nominee for the trustee and to pay such nominee reasonable and proper remuneration for acting as such;

- 10) to designate, at its discretion, particular funds out of the trust fund in order to give effect to the wishes of any donor to the Charity or for administrative or other purposes and power to vary and cancel such designation: Provided that any such designation or variation does not permit the use of any part of the trust fund other than for the objects of the Charity;
- 11) to accept and administer restricted funds for any purposes within the objects of the Charity but so that any restricted funds shall be administered in accordance with the trusts attaching to them;
- 12) to transfer the trust fund or any part of the trust fund to itself as a body responsible for the maintenance of a health service hospital or provision of health services or to any other such body for or in connection with the acquisition, improvement or maintenance of any property: Provided that in making any such transfer the trustee shall have regard to:
 - (a) any restrictions or expressed wishes of the donors as to the terms and conditions on which such a transfer may be made; and
 - (b) the general desirability of making the transfer subject to terms and conditions which will ensure that the property so acquired, improved or maintained will continue to be used for the purposes for which the funds were transferred;
- 13) to spend money on the insurance of any property comprised in the trust fund to its full value against such perils and upon such terms as the trustee thinks fit;
- 14) to make regulations from time to time, within the limits of this deed, for the management of the Charity and for the conduct of its business including the deposit of money at a bank and the custody of documents;
- 15) to do all such other lawful things as are necessary for the achievement of the objects.

E Accounts.

The trustee shall comply with its obligations under Part VI of the Charities Act 1993 as amended by the Charities Act 2006 (or any statutory re-enactment or modification of those Acts) with regard to:

- 1) the keeping of accounting records for the Charity;

- 2) the preparation of annual statements of account for the Charity;
- 3) the auditing or independent examination of the statements of account of the Charity; and
- 4) the transmission of the statements of account of the Charity to the Commission.

F Annual Report.

The trustee shall comply with its legal obligations under the Charities Acts 1993 and 2006 (or any statutory re-enactment or modification of those Acts) with regard to the preparation of an annual report and its transmission to the Commission.

G Annual Return.

The trustee shall comply with its obligations under the Charities Acts 1993 and 2006 (or any statutory re-enactment or modification of those Acts) with regard to the preparation of an annual return and its transmission to the Commission.

H Amendment of Trust Deed.

(1) The trustee may amend the provisions of this deed, provided that:

- (a) no amendment shall be made to clause B except to reflect a change of trusteeship determined and given legal effect, or agreed to in writing, by the Department of Health.
- (b) no amendment may be made to clause ...C. (the objects clause) unless it appears to the trustee that, as a result of a re-organisation of services provision, the objects can no longer provide a suitable and effective method of using the trust fund;
- (c) no amendment can be made to clause ..C.. (the objects clause) or this clause without the prior consent in writing of the Commission; and
- (d) no amendment may be made which has the effect of the Charity ceasing to be a charity at law.

(2) Any amendment shall be made by deed.

(3) The trustee must send to the Commission a copy of any amendment made under this clause.

Authorised in accordance with section 8.4 of the Trust's Standing Orders ('Signature of Documents')

and

signed, sealed and delivered as a deed

**for and on behalf of
Bradford District Care Trust**

By


.....
Chief Executive


.....
Director

