

DEED OF AMENDMENT

GULLANE COMMUNITY ASSOCIATION

This deed of amendment is made among:

- (a) ROBERT JOHN BLAKEBELL, residing at 1 Archers Court, Gullane, EH31 2BL;
- (b) VERONICA CAMPANILE, residing at 11 Hamilton Road, Gullane, EH31 2HP;
- (c) CATHERINE JANE MONTGOMERY, residing at 110 Muirfield Drive, Gullane, EH31 2HJ;
- (d) COLIN WATSON THOMSON, residing at 12 Broadgait Court, Gullane, EH31 2DL;
- (e) ERIC JOHN THOMSON, residing at 11 The Pines, Gullane, EH31 2DT; and
- (f) FIONA ANNE WILLIAMS, residing at 8 Broadgait Court, EH31 2 DL

hereby known as the “**Trustees**”

WHEREAS:

(One) the GULLANE COMMUNITY ASSOCIATION, registered Scottish charity number SC000497, (the “**Trust**”) is governed by a trust deed created the first day of December 1994 (the “**Trust Deed**”);

(Two) in accordance with the Trust Deed, the Trustees, gave notice to the inhabitants of Gullane and the surrounding areas of a meeting for the purpose of considering, and if deemed appropriate, resolving to amend the Trust Deed by the adoption of the undernoted trust rules (the “**Amendment**”) in substitution for the Trust Deed; and

(Three) such meeting having taken place at the Village Hall, Hall Crescent, Gullane, on 1st February 2017, and the resolution to adopt the Amendment having been passed by a three-quarter majority of those present, as required by Clause 18 (EIGHTEEN) of the Trust Deed; THEREFORE the Amendment shall take effect as follows:-

Trust purposes

1. The Trustees shall hold and apply such funds and assets as may from time to time be comprised in the Trust Property, in trust for the following purpose:-

to manage and operate the sustained use of the Village Hall, located at Hall Crescent, Gullane, East Lothian, EH31 2HA (the “**Hall**”), for the benefit of the residents of Gullane and the surrounding areas including its use for meetings, lectures, classes, presentations, demonstrations, exhibitions, theatrical, musical and cinematic performances, and for other forms of recreation and leisure time occupation, without discrimination based on gender, age, disability, ethnic background, political opinions, religious beliefs, sexual orientation, socioeconomic status, or any other distinction, with the object of improving the conditions of life for the said residents.

2. The expenses of creating and administering the Trust, and any tax payable in relation to the Trust, shall be met in priority to all other payments and transfers of assets out of the Trust Property.

Powers

3. In the administration of the Trust, the Trustees shall, in addition to the powers and rights which are conferred by law upon trustees who are acting without remuneration, have the fullest powers with regard to investment, sale, administration and management of the Trust Property as if they were owners; in

particular (but without limiting the scope of the powers which they may exercise under the preceding provision), the Trustees shall have the following powers:-

- (a) To operate, manage and review the use of the Hall, including the booking of functions and group activities (as listed in clause 1), and the upkeep and maintenance of the property.
- (b) To carry on any other activities which further any of the Trust Purposes.
- (c) To take such steps as may be deemed appropriate for the purpose of raising funds.
- (d) To accept grants, donations and legacies of all kinds (and to accept any reasonable conditions attaching to them).
- (e) To establish and/or support any other charity, and to make donations for any charitable purpose falling within the Trust Purposes.
- (f) To purchase, take on lease, hire, or otherwise acquire, any property or rights.
- (g) To improve, manage, develop, or otherwise deal with, all or any part of the Trust Property.
- (h) To sell, let, hire out, license, or otherwise dispose of, all or any part of the Trust Property.
- (i) To borrow money, and to give security in support of any such borrowings by the Trust.
- (j) To employ such staff as are considered appropriate for the proper administration of the Trust or for the proper conduct of the Trust's activities, and to make reasonable provision for the payment of pension and/or other benefits for members of staff, ex-members of staff and their dependants.
- (k) To engage such consultants and advisers as are considered appropriate from time to time.
- (l) To effect insurance of all kinds (which may include officers' liability insurance).
- (m) To invest any funds which are not immediately required for the administration of the Trust or for the Trust's activities, in such investments as may be considered appropriate (and to dispose of, and vary, such investments).
- (n) To liaise with other voluntary sector bodies, local authorities, UK or Scottish government departments and agencies, and other bodies, all with a view to furthering the Trust Purposes.
- (o) To form any company which is a charity with objects which are similar (wholly or in part) to those of the Trust, and, if considered appropriate, to transfer to any such company (without any payment being required from the company) the whole or any part of the Trust Property.
- (p) To retain any property comprised in the Trust Property for such time as the Trustees think proper.

- (q) To have any part of the Trust Property registered in the name of a nominee and to pay reasonable fees to such nominee.
- (r) To grant proxies in favour of any of the Trustees (or any other person) to attend, act and vote for the Trustees at any meetings (whether of the nature of general meetings, class meetings, creditors' meetings or otherwise) relating to any investment held by the Trustees or relating to any claim by the Trustees in any liquidation or sequestration proceedings.
- (s) To compromise or settle by arbitration all disputed claims by or against the Trust or the Trust Property.
- (t) To appoint one or more of the Trustees (or any firm of which any of the Trustees is a partner) to be solicitors to the Trust or agent for the Trustees in any other capacity, and to pay to such solicitors or other agent his/her/their usual charges.
- (u) To reimburse any of the Trustees out of the Trust Property, in relation to all expenses reasonably incurred by him/her in the administration of the Trust.
- (v) To do anything which may be incidental or conducive to the furtherance of any of the Trust Purposes.

Number of Trustees

- 4. The number of Trustees shall not be less than 3 (three).

Appointment/removal/resignation

- 5. In case any vacancy or vacancies occur in the number of Trustees, the Trustees shall be entitled, by way of a resolution passed by majority vote at a meeting of the Trustees, to appoint any individual as a Trustee.
- 6. Any Person nominated for election as a Trustee must be over 16 (sixteen) years of age at the time of election.
- 7. If a person is under 16 (sixteen) years of age at the time of election, he or she may be elected as an associate member with no voting power; there may be no than 2 (two) associate members.
- 8. The Trustees shall have power to remove any individual as a Trustee, by way of a resolution passed at a meeting of the Trustees by a majority of two thirds or more of the Trustees then in office.
- 9. An individual holding office as a Trustee may retire by giving notice in writing to that effect to the secretary to the Trust.

Procedure at Trustees' meetings

- 10. Subject to the provisions of the following paragraphs, the Trustees may regulate their proceedings as they think fit.
- 11. A meeting of the Trustees shall be held at least six times in each year.
- 12. Any Trustee may call a meeting of the Trustees, or request the secretary to the Trust to call a meeting of the Trustees.
- 13. No notice of a meeting of the Trustees need be given to any Trustee who is absent from the United Kingdom.

14. Questions arising at a meeting of the Trustees shall be decided by a majority of votes; where there is an equality of votes, the chairperson of the meeting shall have a casting vote.
15. No business shall be dealt with at a meeting of the Trustees unless a quorum is present; the quorum for meetings of the Trustees shall be 3 (three).
16. If at any time the number of Trustees in office falls below the number fixed as the quorum, the remaining Trustee or Trustees may act only for the purpose of appointing an additional Trustee or Trustees.
17. The Trustees shall appoint one of the Trustees to be chair, and may at any time remove the person so appointed from that office.
18. Unless he/she is unwilling to do so the Trustee serving as chair shall preside as chairperson at every meeting of the Trustees at which he/she is present; if the chair is unwilling to act as chairperson or is not present within 15 minutes after the time when the meeting was due to commence, the Trustees present may elect from among themselves the person who will act as chairperson of the meeting.
19. All acts *bona fide* done by any meeting of the Trustees, by a committee of the Trustees or by a person acting as a Trustee, shall, notwithstanding that it is afterwards discovered that there was a defect in the appointment of any Trustee or that any of them had ceased to hold office or was not entitled to vote, be as valid as if every such person had been duly appointed and had continued to be a Trustee and had been entitled to vote.
20. A resolution in writing signed by all the persons holding office as Trustees at the time shall be as valid and effective as if it had been passed at a meeting of the Trustees duly convened and held; a resolution of that kind may take the form of a number of copies containing the text of the resolution, with each copy being signed by one or more Trustees.

Delegation

21. The Trustees may delegate any of their powers to any committee consisting of one or more Trustees or any other person whom the Trustees determine has the appropriate skills, provided that the majority of the members of any such committee shall be Trustees; any such delegation of powers may be made subject to such conditions as the Trustees may impose, and may be revoked or altered.
22. Subject to any condition imposed in pursuance of the preceding clause, the proceedings of a committee consisting of two or more Trustees shall be governed by the provisions of clauses 8 to 18 so far as they are capable of applying.

Remuneration

23. No Trustee may serve as an employee (full-time or part-time) of the Trust, and no Trustee may be given any remuneration by the Trust for carrying out his/her duties as a trustee.

Secretary

24. The Trustees shall appoint a secretary to the Trust for such term, at such remuneration (if any), and on such conditions, as the Trustees may think fit; and any secretary so appointed may be removed by them.

25. The Trustees shall ensure that the secretary:
- (a) keeps proper minutes of all proceedings at meetings of the Trustees (and at meetings of committees of the Trustees) including the names of the Trustees present at each such meeting; and
 - (b) keeps proper records and documents in relation to all other matters connected with the administration and management of the Trust.

Accounts

26. The Trustees shall ensure that proper accounting records are maintained, in accordance with all applicable statutory requirements.
27. The Trustees shall prepare annual accounts, complying with all relevant statutory requirements; if an audit is required under any statutory provisions or if the Trustees otherwise think fit, the Trustees shall ensure that an audit of such accounts is carried out by a qualified auditor and otherwise by an independent examiner.
28. An accountant engaged in an audit of the Trust's accounts, or an independent examiner if an audit is not required, shall be entitled to have access to all accounting records and other documents relating to the Trust.

Operation of bank accounts

29. The signature of two Trustees shall be required in relation to all cheques issued by the Trust and all other operations (excluding lodgement of funds) on the bank and building society accounts held by the Trust.

Payments to charities etc.

30. The receipt of the treasurer or other appropriate officer for any funds or other assets paid or transferred by the Trustees to any charity shall represent sufficient discharge to the Trustees.

Limitations on liability

31. Except by operation of law, the Trustees shall not be liable for loss or depreciation of the value of investments retained or made by them, nor for omissions, nor for neglect in management, nor for insolvency of debtors, nor for the acts, omissions, neglect or default of one another or of any banker, solicitor, factor or other agent employed by them.

Conduct of Trustees

32. Each of the Trustees shall, in exercising his/her functions as a trustee of the Trust, act in the interests of the Trust; and, in particular, must
- (a) seek, in good faith, to ensure that the Trust acts in a manner which is in accordance with its objects (as set out in this Amendment);
 - (b) act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;
 - (c) in circumstances giving rise to the possibility of a conflict of interest of interest between the Trust and any other party:
 - (i) put the interests of the Trust before that of the other party, in taking decisions as a Trustee;

- (ii) where any other duty prevents him/her from doing so, disclose the conflicting interest to the Trust and refrain from participating in any discussions or decisions involving the other Trustees with regard to the matter in question; and
- (d) ensure that the Trust complies with any direction, requirement, notice or duty imposed on it by the Charities and Trustee Investment (Scotland) Act 2005.

Amendment of Trust Deed/winding-up

33. If in the opinion of the Trustees any change in circumstances or alteration in the law has made or is likely to make execution of the Trust Purposes impossible or impracticable, or if in the opinion of the Trustees the administration of the Trust could be improved, or the Trust Purposes be advanced in a more appropriate manner, the Trustees may (subject to clauses 32 and 34) in their discretion,
- (a) supplement or amend the provisions of this Amendment or any deed supplemental to this Amendment; or
 - (b) wind up the Trust and transfer the Trust Property (after settlement of all debts and liabilities) to some other charity or charities having similar objects to those of the Trust.

Interpretation

34. In this Trust Deed:

- “charity”** means a body which is either a “Scottish charity” within the meaning of section 13 of the Charities and Trustee Investment (Scotland) Act 2005 or a “charity” within the meaning of section 96 of the Charities Act 1993
- “charitable purpose”** means a charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the application of the Taxes Acts;
- “the Trust Property”** means the sum of £1 paid by us to the Trustees, and such other funds and assets as may from time to time be received by the Trustees as trustees under the Trust Deed (from us or any other person), and the assets in which any funds so received may from time to time be invested.
- “the Trust Purposes”** means the purposes specified in clause 1.

35. Any reference in this Trust Deed to a provision of any legislation shall include any statutory modification or re-enactment of that provision in force from time to time.

Deed of Amendment
Gullane Community Association
1 Archers Court, Gullane, East Lothian, EH31 2BL
Registered Scottish charity number: SC000497

We declare that the Trust Deed shall be irrevocable.

This Trust Deed, consisting of this and the 6 (six) preceding pages, is executed as follows:-

SIGNED by the said

.....
ROBERT JOHN BLAKEBELL

.....
VERONICA CAMPANILE

.....
CATHERINE JANE MONTGOMERY

.....
COLIN WATSON THOMSON

.....
ERIC JOHN THOMSON

.....
FIONA ANNE WILLIAMS

At.....

On.....

in the presence of

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