

Witness Name: Elizabeth Helen Carroll
Statement No.: WITN3078001
Exhibits: WITN3078002 - WITN3078004
Dated: 25 April 2019

THE INFECTED BLOOD INQUIRY

EXHIBIT WITN3078002

DATED 30 April 2012

GRO-C

THE MACFARLANE TRUST

DEED OF AMENDMENT

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Ref: MAP/55662.1

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WITN3078002_0002

THIS DEED OF AMENDMENT is made the 30th day of April 2012
BY the Incorporated Trustees of The Macfarlane Trust ("the Trustees").

INTRODUCTION

- (A) The Trustees are the trustees for the time being of the charity known as The Macfarlane Trust ("the Charity"), which was established by a trust deed dated 10 March 1988 ("the Trust Deed") with registered charity number 298863.
- (B) By a Certificate of Incorporation dated 8 January 2008, made by order of the Charity Commission, the Trustees were incorporated under Section 50(1) of the Charities Act 1993. The names of the individual Trustees are set out in Schedule A.
- (C) This Deed is supplemental to the documents set out in Schedule B.
- (D) By Clause 12 of the Trust Deed, the Trustees may supplement or amend the provisions of the Trust Deed to the extent provided for in that clause.
- (E) There have been a number of changes of significance to the funding, governance and overall strategy of the Charity and the Trustees have decided to formalise those changes in this deed in order to complete, in a formal sense, the modernisation of the Charity.
- (F) Pursuant to Section 60(4) of the Charities Act 1993, the Trustees have authorised any two of their number to execute this deed of amendment on behalf of the Trustees.

OPERATIVE PART

NOW THIS DEED WITNESSES as follows:

Apart from the provisions of Clause (4) of the Trust Deed, the whole of Clauses (1) to (14) shall be deleted and replaced with the provisions contained in Schedule C of this deed; and the objects clause shall be renumbered as provided therein.

SIGNED as a Deed by
CHRISTOPHER FITZGERALD
in the presence of:-

Witness
Signature

Name (capitals) RUSSELL I WASHCORN

Address **GRO-C**

Occupation Salesman

SIGNED as a Deed by
ROGER EVANS
in the presence of:-

Witness
Signature

Name (capitals) RUSSELL MURKIN

Address: 12 Alameda

Occupation

SCHEDULE A
TRUSTEES OF THE MACFARLANE TRUST

Mrs Elizabeth Boyd

Mr Alan Burgess

Mr Roger Evans

Mr Matthew Gregory

Mr Christopher FitzGerald

Mr Stuart James Fuller

Dr Vanessa Martlew

Mr Russell Mishcon

Mr Patrick Spellman

SCHEDULE B
TRUST DEED AND AMENDMENTS

- 1 Trust Deed dated 10 March 1988
- 2 Deed of Variation dated 20 March 1989
- 3 Deed of Variation dated 23 November 1996
- 4 Deed of Variation dated 9 November 1999
- 5 Deed of Variation dated 24 May 2000
- 6 Deed of Confirmation and Variation dated 23 November 1998
- 7 Deed of Amendment dated 24 January 2005
- 8 Deed of Variation dated 3 June 2005
- 9 Deed of Variation dated 18 July 2005
- 10 Deed of Variation dated 31 January 2006
- 11 Deed of Variation dated 8 May 2006
- 12 Deed of Variation dated 4 November 2006

SCHEDULE C

CONSOLIDATED TRUST DEED FOR THE MACFARLANE TRUST

OPERATIVE PROVISIONS

1 Interpretation

In this deed:

- 1.1. the definitions in Part 1 of Schedule 1; and
 - 1.2. the rules of interpretation in Part 2 of Schedule 1
- shall apply.

2 Name of Charity

The name of the Charity shall be "The Macfarlane Trust" or such other name as the Trustees from time to time decide.

3 Trustees

The provisions of Schedule 2 shall apply in relation to qualification for trusteeship and the appointment, retirement and removal of Trustees.

4 Trust Fund and Income

- 4.1. The Trustees shall hold the Trust Fund upon trust to apply the income towards the Objects.
- 4.2. The Trustees may at their discretion apply all or part of the Trust Fund as if it were income.

5 Objects of the Charity

The objects for which the Charity is established are to relieve those persons suffering from haemophilia who as a result of receiving infected blood products in the United Kingdom are suffering from Acquired Immune Deficiency Syndrome or are infected with human immunodeficiency virus and who are in need of assistance or the needy spouses, parents, children and other dependants of such persons and the needy spouses, parents, children or other dependants of such persons who have died.

6 Powers of Trustees

In furtherance of the Objects, the Trustees may exercise the powers in Schedule 3.

7 Investment

The Trust Fund and any income which is not for the time being required for application shall be invested in any type of property (including Land) as if the Trustees were absolutely entitled to the Trust Fund, whether the investment produces income or not.

8 Delegation

The Trustees may delegate the performance or discharge of any of their functions to any person or persons (including one or more of the Trustees) that the Trustees reasonably believe to be qualified by his, her, its or their expertise to perform or discharge such function, provided that:

- 8.1. any such delegation is subject to such conditions as the Trustees may from time to time impose; and
- 8.2. all acts of any delegate must be reported promptly to the Trustees.

9 Reimbursement of Trustees

The Trustees may reimburse themselves out of the Trust Fund or the income in respect of any amount required:

- 9.1 to maintain such indemnity and other insurance policies as may be reasonable in order to protect the Charity and Trustees provided that the insurance shall not extend to:
 - 9.1.1 protection for any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or was committed by the Trustees in reckless disregard of whether it was a breach of trust or breach of duty or not; and
 - 9.1.2 the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the Charity.
- 9.2 to discharge expenses properly incurred by them when acting on behalf of the Charity.

10 Trustee Liability

No Trustee shall be liable for any loss to the Trust Fund arising by reason of:

- 10.1. any improper investment made or retained in good faith if made in reliance on professional advice; or
- 10.2. the negligence or fraud of any agent appointed to act on behalf of the Trustees or any Trustee; or
- 10.3. any mistake or omission made in good faith by him or by any other Trustee; or
- 10.4. any other matter except wilful and individual fraud, wrongdoing or wrongful omission on the part of the Trustee who is sought to be made liable.

11 Conflicts of Interest and Remuneration

- 11.1. The Trustees may not acquire any interest in property forming part of the Trust Fund or the income of the Charity otherwise than as Trustees, or receive remuneration or other financial benefit from the Charity or any trading company controlled by the Trustees or be interested in any contract entered into by the Trustees at the expense of the Charity except in accordance with the Trust Deed or pursuant to any authority contained in the Act.

11.2. A Trustee engaged in a profession may charge and be paid all the usual charges for business done by such Trustee or his company or firm when instructed by the other Trustees to act on behalf of the Trustees; but only if a majority of the Trustees at the time of such instructions are not benefitting from this provision and the Trustee who benefits is not present at any meeting of the Trustees whilst the proposals are being discussed or reviewed and the decision made.

11.3. A Trustee may receive a benefit in his capacity as a beneficiary of the Charity, but he or she must:

11.3.1. declare an interest in the proposal;

11.3.2. be absent from that part of any meeting at which the proposal is discussed and take no part in the discussion;

11.3.3. not be counted in determining whether the meeting is quorate; and

11.3.4. not vote on the proposal,

provided that not more than 50% of the Trustees in any one financial year may be beneficiaries of the Charity and if the Trustees fail to follow the procedures in this clause, the resolution of the Trustees to confer a benefit upon a Trustee shall be void and the Trustee must repay to the Charity the value of any benefit he or she has received from the Charity.

12 Administration of Charity

The Trustees shall comply with the provisions of Schedule 4 in relation to the administration of the Charity.

13 Amendment of Trust Deed

13.1. Subject to the provisions of this clause, the Trustees may by deed amend any of the provisions of the Trust Deed.

13.2. The Trustees may not make any amendment that would:

13.2.1. vary clause 5 (Objects of the Charity); or

13.2.2. cause the Charity to cease to be a charity in law; or

13.2.3. confer a benefit on any Trustee which is not already authorised under the Trust Deed or by law, without the prior consent of the Charity Commission.

13.3. The Trustees must keep any deed of amendment with the Trust Deed.

14 Dissolution

14.1. The Trustees may dissolve the Charity if at any time they decide to do so by a resolution of at least two-thirds of the Trustees present and voting at a meeting.

14.2. In the event of dissolution, any part of the Trust Fund remaining after the satisfaction of the Charity's debts and liabilities shall not be paid or distributed

among the Trustees but shall be applied in one of the following ways with the consent of the Founder:

14.2.1. to one or more bodies established for Charitable Purposes within, the same as or similar to the Objects

14.2.2. directly in furtherance of the Objects.

SCHEDULE 1

PART 1: DEFINITIONS

In this Trust Deed the following words have the following meanings:

The Act	the Charities Act 1993;
Charitable Purposes	purposes which are charitable in accordance with the law of England and Wales;
Charity	The Macfarlane Trust, being the charity constituted by the Trust Deed;
Charity Commission	the Charity Commission for England and Wales;
Corporate Trustee	a company which has the power to act as a trustee of the Charity or a Trust Corporation;
Employees	any employee of, seconded to, or other individual who shall provide services under a contract of personal service to, the Trustees;
Founder	The Secretary of State for Health acting through Health Protection Division of the Department of Health;
Initial Property	the sum of £100;
Land	land in any part of the world;
Objects	the objects of the Charity set out in clause 5;
Person	an individual or body whether corporate or unincorporated;
Rights	intellectual property rights including copyright, design rights, patents and know how;
Trust Corporation	a trust corporation within the meaning of the statutes referred to in section 35 of the Act as interpreted in that section;
Trust Deed	this deed including the schedules;
Trust Fund	<ul style="list-style-type: none">a) the Initial Property;b) any additional property given to and accepted by the Trustees to be held on the terms of the Trust Deed;c) property held by the Trustees from time to time representing the above; andd) accretions in value to the above;
Trustee Act	the Trustee Act 2000; and
Trustees	the Trustees for the time being of the Charity.

SCHEDULE 1

PART 2: INTERPRETATION

In this Trust Deed any reference to:

- 1 a statute or statutory provision includes a reference to the statute or statutory provision as modified or re-enacted or both from time to time, and to any subordinate legislation made under it;
- 2 a notice to any person means notice in writing by post, fax transmission or e-mail;
- 3 the singular includes the plural and vice versa and the masculine includes the feminine and the neuter genders and vice versa;
- 4 "writing" means writing in any form and includes a fax transmission, e-mail and similar means of communication; and
- 5 a reference to the consent of any person is a reference to consent in writing.

SCHEDULE 2

QUALIFICATION FOR TRUSTEESHIP, APPOINTMENT, RETIREMENT AND REMOVAL OF TRUSTEES

- 1 There shall be at least three individual Trustees unless a Corporate Trustee is appointed. A Corporate Trustee may act as a sole trustee or jointly with individual Trustees. There shall be no limit on the number of Trustees who may act at any one time.
- 2 If a Corporate Trustee is appointed, its articles of association shall apply in relation to the administration of the Charity in substitution for Clause 8, relevant paragraphs of this Schedule and Schedule 4 of the Trust Deed.
- 3 Trustees shall be appointed by a resolution of the Trustees.
- 4 Trustees who are individuals shall be appointed for a term of three years and may be re-appointed for a further term of three years.
- 5 No Trustee shall serve continuously for more than six years unless at least 75% of the Trustees vote in favour of his reappointment for a further term or terms.
- 6 A person who has served for six years and who has ceased to be a Trustee for a period of at least one year after the end of his last term of office is eligible for re-appointment as a Trustee as if it were his first term of office.
- 7 A person may not be a Trustee:
 - (in the case of an individual) until he has attained the age of 18 years; and
 - until he has signed a declaration of acceptance and willingness to act as a Trustee.
- 8 A Trustee may retire by notice to the Trustees before the end of his term of office but only if, following such retirement, at least three individual Trustees or a Corporate Trustee will remain in office. Following such retirement or if a Trustee is removed under paragraph 9, the Trustees may appoint an individual in place of the Trustee who has retired in which case that individual shall serve for the remainder of the term of the Trustee who has retired and shall be eligible for reappointment thereafter as provided in paragraphs 5 and 6.
- 9 A Trustee may be removed from office by a resolution passed by all of the Trustees (other than the Trustee to be removed) at a meeting of all of the Trustees if, following the exercise of this power, at least three individual Trustees or a Corporate Trustee will remain in office.
- 10 The Trustees may, from time to time, request nominations for appointment as trustees from the Founder and the Haemophilia Society and for this purpose the Trustees may establish such rules and procedures as they think fit.

SCHEDULE 3

POWERS OF THE TRUSTEES

- 1 To make awards whether by way of grants, loans or other forms of assistance including holidays, food, clothing, shelter, hospice care, housing or other accommodation and to make, and alter from time to time, regulations (which must be consistent with this Trust Deed) as to the criteria to be applied in making such awards, their value and frequency, the methods of ascertainment and selection of candidates in each case and such other matters whether or not related to the making of awards as the Trustees shall consider necessary;
- 2 To set aside income as a reserve against future expenditure;
- 3 To accept donations and gifts free from or subject to special trusts or conditions;
- 4 To promote, arrange, organise or conduct (either alone or with others) seminars, conferences, lectures, courses and meetings relating to any activity within or of relevance to the Objects;
- 5 To enter into and carry into effect deeds and written agreements;
- 6 To acquire, retain or protect ownership of any Rights belonging to the Charity; to grant licences and other rights of access to and use of any Rights; and to assign or otherwise dispose of any Rights;
- 7 To acquire, dispose of, deal in or exploit any research (whether or not research funded out of the income or capital of the Trust Fund), or the results of any other activity undertaken in pursuing the Objects, or any Rights arising from such research or other activity;
- 8 To purchase, lease, hire or otherwise acquire Land or any interest in Land; to develop Land, construct any buildings or refurbish any existing buildings; to sell, lease or otherwise dispose of Land or any interest in Land of any tenure by way of donation or otherwise subject to the restrictions (if any) imposed by the Act;
- 9 To purchase, lease, hire or otherwise acquire, and to sell, lease, lend or otherwise dispose of, equipment, goods and other items of personal property, in each case upon such terms as the Trustees shall determine;
- 10 To carry out research in furtherance of the Objects;
- 11 Subject to the restrictions imposed by the Act, to borrow money and grant any security over the Trust Fund;
- 12 To give undertakings, guarantees (whether gratuitous or not), warranties and indemnities;
- 13 To provide advice on such terms as the Trustees consider appropriate;
- 14 To engage Employees as the Trustees shall consider desirable; to pay and provide benefits to Employees (not being Trustees) and to enter into service agreements with them on such terms as the Trustees may consider desirable, including power to terminate any contract of employment; and to enter into and defray the cost or any

part of the cost of any pension or superannuation scheme as the Trustees shall think proper for the benefit of Employees;

- 15 To insure the property of the Charity against such risks as the Trustees shall consider prudent and to take out such other insurance policies from time to time as the Trustees shall consider necessary or desirable to protect the Trust Fund and the income;
- 16 To appoint a Person as nominee or custodian of any property of the Charity on such terms as the Trustees think fit and to take such steps as are necessary to secure that any property of the Charity is vested in a Person so appointed, or that the interests of the Charity in the property are otherwise properly protected through the arrangements with the nominee or custodian. The Trustees may review appointments made under this paragraph in such manner as they see fit;
- 17 To raise funds for the Charity in such manner as may be expedient provided that neither the Trust Fund or the income may be applied in or towards any substantial permanent trading activity for the purpose of raising funds;
- 18 To carry out any trade insofar as the trade is temporary and ancillary to the pursuit of the Objects;
- 19 To incorporate the Charity as a private company limited by guarantee and not having a share capital (or any other corporate form suitable for charities) and to pay out of the Trust Fund and the income all costs of forming and registering such company.
- 20 To procure, publish and distribute material in any form that may be deemed desirable for the promotion of the Objects or for informing the public about the work of the Charity;
- 21 To establish and support charities formed for the Objects or any of them;
- 22 To operate bank accounts in the name of the Charity;
- 23 To co-operate with other charities, Persons or statutory authorities and to exchange information and advice with them;
- 24 To merge with another charity formed for purposes the same as or similar to the Objects of the Charity;
- 25 To apply the income of the Trust Fund towards any purposes which:
 - 25.1. promote the interests and protect the reputation of the Charity;
 - 25.2. are for the benefit of the Charity; and/or
 - 25.3. further or are reasonably incidental to the furtherance of the Objects.

SCHEDULE 4

ADMINISTRATION OF CHARITY

- 1 The Trustees shall hold at least three meetings in each year.
- 2 Except where otherwise expressly provided in the Trust Deed a quorum at any meeting of the Trustees shall be two Trustees or the nearest whole number to one third of the number of the Trustees for the time being, whichever is the greater.
- 3 Except where otherwise expressly provided in the Trust Deed, every matter shall be determined by a simple majority vote of the Trustees present and voting on the question but in the case of an equality of votes, the Chairman of the meeting shall have a second or casting vote.
- 4 A resolution in writing in one or more documents signed by all of the Trustees or with which each of the Trustees concurs by means of electronic mail, shall be as valid and effectual as if it had been passed at a meeting of the Trustees.
- 5 Any two Trustees may sign a document on behalf of the Trustees to give effect to a decision made by the Trustees.
- 6 The Trustees shall keep written records of all their decisions for a reasonable period of time.
- 7 Any bank account in which any part of the Trust Fund or its income is held or deposited shall be held in the name of the Charity. The Trustees may make such arrangements as they think fit for the operation of such accounts, including but not limited to arrangements as to the number of authorised signatories required to operate the bank accounts and as to any maximum sum which may be withdrawn at any one time on such signatures.
- 8 Trustees and members of any committee may participate in or hold a meeting of the Trustees or any committee by means of telephone conference or similar communications equipment so that all persons participating in the meeting can hear each other. Participation by such means shall be deemed to constitute presence in person.
- 9 The Trustees may from time to time make regulations for the management of the charity and for the conduct of their business, including:
 - 9.1. the calling of meetings;
 - 9.2. methods of making decisions in order to deal with cases of urgency when a meeting is impractical;
 - 9.3. the election of a chairman;
 - 9.4. the custody of documents; and
 - 9.5. the establishment and operational function of committees.