



**List of questions provided to Mr Ian Green under Rule 9 of the Inquiry Rules  
2006 dated 26 November 2020.**

**Section 1: Transfer of residual funds from Macfarlane Trust**

1. Did the Terrence Higgins Trust (“THT”) and the Macfarlane Trust (“MFT”) enter into discussions/negotiations following receipt of the letter dated 31 August 2018 from Jan Barlow, Chief Executive of the MFT? If so, please describe the nature of those discussions. Please provide as exhibits any further letters and written exchanges relating to these discussions.
2. Do you know why THT was selected as the recipient of residual funds comprising £680,000 and the benefit of the loans listed in Schedule 1 to the Deed of Gift dated 11 December 2018 (exhibit WITN3075010)? Are you aware of any other charities that were considered as potential recipients?
3. Was THT selected on the understanding that the funds would be used for any particular forms of support or projects, other than the general legal requirement in Clause 1.2 of the Deed of Gift to “use the Donation strictly in accordance with the objects of the Donor [i.e. MFT] as set out in Clause 2”, which was included subject to a carve-out in Clause 1.3 requiring THT to apply to the Charity Commission for consent to apply funds for any other purposes?
4. By what process was the above gift and assignment arrangement with MFT approved by THT management and trustees?

**Section 2: Use of residual funds from MFT and outstanding loans**

5. In relation to the use of the residual funds received from MFT:
  - a. Please provide a breakdown of the forms of support or projects for

- which THT has deployed the residual funds to date.
- b. Has it been necessary to apply to the Charity Commission for consent for deployment of the residual funds for wider objects pursuant to the obligation in Clause 1.3 of the Deed of Gift? If so, please provide details.
  - c. Have the residual funds been deployed in full? If not, please:
    - i. state how much remains on account; and
    - ii. explain how these funds are held by THT, in particular how compliance with the obligation in Clause 1.2 of the Deed of Gift as to permitted purposes is ensured.
6. In relation to the loans listed in Schedule 1 to the Deed of Gift: a. Further to paragraph 7 in your second written statement, please explain more fully why THT considered it appropriate to write off outstanding loans that had been made to MFT beneficiaries and transferred to THT. In particular, what was the outcome of the review undertaken by the independent consultant referred to in your first written statement dated 26 April 2019.
- a. Please list any loan repayments made from MFT beneficiaries before the decision.
  - b. Please describe any particular issues or concerns in individual cases.
  - c. Did THT consider these outstanding liabilities should have been written off by MFT before the gift and assignment arrangement in December 2018?

### **Section 3: Indemnity for MFT liabilities**

7. Please describe any instances in which THT has been called upon to indemnify the MFT trustees pursuant to Clause 1.4 of the Deed of Gift.

### **Section 4: Data transfer process**

8. Further to paragraph 8 in your second written statement:
- a. Did MFT provide you with any explanation as to why it did not seek and/or did not consider it appropriate to seek consent from MFT

- beneficiaries to pass on their contact information to THT (for data protection purposes)?
- b. Please specify (approximately) how much time and expense THT had to spend in order to initiate contact with MFT beneficiaries via the Skipton Fund.
  - c. How many MFT beneficiaries have been successfully contacted by THT in this way?
9. Please provide any other information and or views you may have that is relevant to our Terms of Reference.