

DATED

29<sup>th</sup> March

1993

**DECLARATION OF TRUST**

**CONSTITUTING THE EILEEN TRUST**

50p 62/7

THIS DECLARATION OF TRUST is made the ~~twenty ninth~~ day of March 1993 BY THE  
REVEREND PREBENDARY ALAN JOHN TANNER of [GRO-C] London,  
[GRO-C] ALAN PALMER CBE of [GRO-C]  
and DR ELIZABETH MAYNE of [GRO-C]  
(hereinafter called the Original Trustees).

WHEREAS:-



(1) It is anticipated that shortly hereafter there will be paid to the Trustees by the Secretary of State for Health the sum of £500,000 to the intent that the same be applied by the Trustees for the specific charitable purposes hereinafter mentioned.

(2) It has been agreed that for the better implementation of the aforesaid purposes there be established a charitable trust (to be called "the Eileen Trust") in the terms of this deed and that subject to the agreement of the Charity Commissioners to such trust the Trustees hold the sum of £500,000 upon and subject to the trusts powers and provisions hereinafter declared and contained.

(3) With a view to establishing the Eileen Trust the Trustees have received from other sources the sum of £10 and have agreed to execute this Deed for the purpose of declaring the trust of the said sum of £10, the sum of £500,000 to be paid by the Secretary of State for Health and of such other further cash or other property which may hereinafter be paid or transferred to the Trustees to be held upon the like trusts.

NOW THIS DEED WITNESSETH as follows:-

1. IN THIS DEED the following expressions will have the following meanings:-

(a) "the Eileen Trust" means the trust created by this deed;

(b) "The Trustees" means the Original Trustees or the survivors or survivor of them or any other trustee or trustees for the time being of the Eileen Trust;

(c) "the Trust Fund" means the said sums of £10 and £500,000 when received and all further money investments or other property which may hereafter be paid or transferred to or otherwise placed under the control of the Trustees and accepted by the Trustees to be held on the trusts hereof and the money investments and other property for the time being representing the same respectively;

(d) "charitable" has the meaning assigned by the law for the time being in force in England and Wales whether or not any relevant purpose requires to be effected in England or Wales;

(e) "qualifying person" means a person certified to the Trustees by the Secretary of State for Health as being a person who has received or is entitled to receive a payment:-

(i) either from the Secretary of State for Health under the scheme of payments for those infected with HIV through NHS blood or tissue transfer established by the Secretary of State for Health on 24th April 1992 other than an infected intimate as defined in that scheme, or

(ii) from the Secretary of State for Scotland under the scheme of payments for those infected with HIV through NHS blood or tissue transfer established by the Secretary of State for Scotland on 10th April 1992 other than an infected intimate as defined in that scheme,

copies of the two schemes being bound up as part of this Deed.

2. THE TRUSTEES shall stand possessed of the Trust Fund UPON TRUST at their discretion to invest the same (so far as consisting of cash) in or upon any investments hereby authorised and (so far as consisting of investments) either to retain the same as invested or at any time or times to sell call in or convert into money the same or any part thereof and to invest the monies produced thereby in or upon any investments hereby authorised.

3. THE OBJECTS for which the Trust is established are to relieve those qualifying persons who are in need of assistance or the needy dependants of qualifying persons and the needy dependants of qualifying persons who

have died.

4. In furtherance of the above object but not further or otherwise the Trustees shall have power to:-

(a) provide or assist in the provision of financial aid, food, clothing and other articles or assistance in kind or of shelter, hospice, housing or other accommodation (whether temporary or permanent);

(b) promote the education of and provide scholarships and apprenticeships for children and young persons who are in need;

(c) collect and receive funds donations and legacies for the promotion of the above objects provided that the Trustees shall not undertake any permanent trading activity in raising funds for the above objects; and

(d) do all such other lawful things as may be calculated to further the attainment of the above objects

PROVIDED THAT nothing herein contained shall permit or be deemed to permit the doing of anything or the pursuit of any purposes which are not exclusively charitable.

5. THE TRUSTEES shall in the administration of the trusts hereof have and may in their discretion exercise the following powers:-

(a) pay or apply the income of the Trust Fund in or towards the payment of the expenses of the Eileen Trust;

(b) open and operate banking accounts in the name of the Eileen Trust and other facilities for banking;

(c) allow the investments and property at any time comprised in the Trust Fund or any of them or any part or parts thereof to remain in the actual state of investment thereof so long as the Trustees think fit or sell any part or parts thereof and vary or transpose any investments forming part thereof into or for others of any nature hereinafter authorised;

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(d) invest the Trust Fund (whether capital or income) and the monies forming part thereof in the names or under the control of the Trustees in the purchase of or at interest upon the security of such shares, stocks, funds, securities, land, buildings, chattels or other investments or property of whatsoever nature and wheresoever situate as the Trustees shall in their absolute discretion think fit **TO THE INTENT** that the Trustees shall have the same powers in all respects as if they were absolute owners beneficially entitled;

(e) appoint as Custodian Trustee any banking or insurance or other company which is for the time being entitled to act as a Custodian Trustee upon such terms as to remuneration and otherwise as the Trustees shall think fit;

(f) make investments in the names of any two or more Trustees or in the name of any Trust Corporation as nominees or nominee for the Trustees;

(g) (i) engage the services of such investment adviser or advisers as the Trustees from time to time think fit ("the investment adviser") to advise the Trustees in respect of the investment and reinvestment of the Trust Fund with power for the Trustees to delegate revocably to any such investment adviser discretion to manage all or any part of the Trust Fund within the limits and for the periods stipulated by the Trustees and the Trustees shall settle the terms and conditions for the remuneration of any such investment adviser and the reimbursement of his expenses as the Trustees shall in their absolute discretion think fit and such remuneration and expenses shall be paid by the Trustees from the Trust Fund provided that any investment adviser so appointed:-

- shall act in accordance with an investment policy which has been agreed by the Trustees,
- shall be required by the Trustees to report to them as soon as may be practicable the particulars of any transaction undertaken on their behalf, and
- shall not have power to incur expenditure on behalf of the Trustees beyond limits imposed by them;

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(ii) The Trustees shall not be bound to enquire into nor be in any manner responsible for any changes in the legal status of the investment adviser;

(iii) The Trustees shall incur no liability for any action taken pursuant to or otherwise following the advice of the investment adviser however communicated;

(h) from time to time by writing under the hands of all the Trustees or the majority of them (whether in one document signed by all the persons concerned or in several documents in like form or to like effect each signed by any one or more of the persons concerned) authorise the signing, issuing, accepting, endorsing or backing on behalf of and in the name of the Trustees of any cheques, bills, negotiable instruments or contracts by any one trustee being a Trust Corporation or so far as concerns trustees not being a Trust Corporation by any number of Trustees not being less than two in number and every such authority shall continue in force until all the Trustees or a majority of them shall by writing under their hands (whether in one document or in several documents) revoke the same and communicate such revocation to the Trustees holding such authority;

(i) employ and pay a secretary and such other staff as may from time be necessary **PROVIDED ALWAYS** that no Trustee hereof shall be appointed to any salaried office of the Trust, and in exercising this power the Trustees shall be at liberty to make such arrangements as they consider appropriate with the trustees of the Macfarlane Trust (being a charitable trust established by a deed dated the 10th March 1988) for the use by the Trustees of the staff and other facilities of the Macfarlane Trust;

(j) (i) (subject to such consents as may be required by law) borrow money for the purpose of exercising all or any of the powers expressly or impliedly conferred upon the Trustees and secure the repayment of money so borrowed by the creation and issue of mortgages or other securities upon or attaching to or by depositing all or any part of the Trust Fund and the accumulations thereto (whether derived from income or not) and in particular but without prejudice to the generality of the foregoing borrow money for the purpose of making an investment

authorised hereunder and secure repayment thereof by the creation and issue of a mortgage upon or by otherwise charging the Trust Fund or an appropriate part thereof;

(ii) No mortgagee or chargee or intending mortgagee or chargee dealing with the Trustees in regards to any property comprising of the Trust Fund shall be concerned to see for what purpose any money is borrowed or raised or see the application thereof;

(k) make vary and revoke regulations for the purposes following:-

(i) the time, place, method of calling and quorum for meetings of the Trustees,

(ii) the appointment of a Chairman,

(iii) the appointment of committees for general purposes or for any particular purpose,

(iv) the custody of money, deeds, securities and documents,

(v) the signing of documents, and

(vi) generally as to the management of the Eileen Trust,

PROVIDED THAT no regulations shall override the provisions of this deed.

6. A RESOLUTION signed by all the Trustees whether contained in one or more documents shall be valid and binding as if it was passed at a properly convened meeting of the Trustees.

7. ANY TRUSTEE hereof who shall be a solicitor or other person engaged in a profession shall be entitled to charge and be paid out of the Trust Fund the usual professional or other charges for work done by him or his firm when instructed by his co-trustees so to act on behalf of the Eileen Trust.

8(a) THE TRUSTEES shall meet not less than once annually but otherwise at such times and at such places as they shall from time to time think fit.



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(b) EXCEPT AS herein otherwise provided every matter shall be decided by a majority of the votes of the Trustees present and voting on the question but in case of equality of votes the Chairman of the meeting shall have a second or casting vote.

9(a) THE NUMBER of Trustees shall as soon as may be practicable be increased to five and any vacancy ensuing for whatever reason shall be filled as soon as may be practicable.

(b) A TRUSTEE shall hold office for a period not exceeding three years but shall be eligible for reappointment.

(c) A TRUSTEE may at any time by writing under his hand resign his trusteeship.

(d) A TRUSTEE shall forthwith cease to be a trustee if a bankruptcy order shall be made against him or if he shall be in receipt of any benefit from the Eileen Trust either in money or money's worth or if he shall fail to meet any conditions imposed by the Charities Acts.

(e) THE POWER of appointing new Trustees to complete the complement of five or to fill any subsequent vacancy shall be vested in the Secretary of State for Health who may exercise her power by writing under her hand.

(f) AT ANY TIME of appointment of a new trustee or trustees the assets representing the Trust Fund shall be transferred into the joint names or joint control of the then existing trustees and the new trustee or trustees.

10. IN THE PROFESSED execution of the trusts hereof no trustee shall be liable for any loss to the Trust fund arising by reason of any improper investment made in good faith so long as he shall have sought professional advice before making such investment or for the negligence or fraud of any agent employed by him or by any other trustee hereof (although the employment of such agent was not strictly necessary or expedient) or by reason of any mistake or omission made in good faith by any trustee hereof or by reason of any other matter or thing whatsoever except wilful and individual fraud, wrongdoing or wrongful omission on the part of the trustee who is sought to be made liable.



11. THE TRUSTEES may, subject to the prior written consent of the Secretary of State for Health, from time to time by deed or deeds revocable or irrevocable supplement or alter or amend the provisions of this deed to the extent (and to such extent only) as may in the opinion of the Trustees be requisite for the purpose of conferring on the Trustees such further or other powers as would assist the more effectual execution of the trusts hereof PROVIDED ALWAYS that nothing in this clause shall authorise or be deemed to authorise any departure from or modification of the objects declared by Clause 3 hereof nor shall any amendment be made which will cause the Eileen Trust to cease to be a charity in law.

IN WITNESS whereof the Trustees have hereunto set their hands the day and year first before written.

SIGNED AND DELIVERED by  
the said REVEREND PREBENDARY  
ALAN JOHN TANNER as a Deed  
in the presence of:-

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SIGNED AND DELIVERED by  
the said ALAN PALMER as a  
Deed in the presence of:-

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London

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SIGNED AND DELIVERED by  
the said DR ELIZABETH MAYNE as  
a Deed in the presence of:-

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London

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