

DECLARATION OF TRUST (as amended following the passage of special resolutions at the annual general meetings held on 16th March 2021 and 2nd March 2022)

THIS DECLARATION OF TRUST is made the 23rd day of March 1999 by C. J. FROST, P. F. GOSS, M.B. HAWRISH, B. HAYNES, J SHEPPARD FIDLER AND D.WARRILOW (“the first Trustees who together with the future Trustees or Trustee of this deed are referred to as “the Trustees”)

WHEREAS it is expedient to form a new charity to hold land as a Millennium Green on the trusts declared in this Deed. The first Trustees hold the sum of £780 (seven hundred and eighty pounds) on such trusts and it is contemplated that land and further money or assets will be paid or transferred to the trustees upon the same trusts

NOW THIS DEED WITNESSES as follows:

1. Definitions

In this Deed:

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|-------------------------------|---|
| “Property” | means all and any land which is from time to time or has at any time been the subject of Millennium Green Conditions or any replacement for such land |
| “Locality” | means the locality described in Schedule 1 |
| “Inhabitants” | means all those living or permanently employed within the Locality |
| “Commissioners” | means the Charity Commissioners for England and Wales |
| “Objects” | means the objects for which the trust fund and its income is to be applied set out in clause 3 |
| “Other Property” | means any real or personal property other than the Property |
| “Millennium Green Conditions” | means the conditions provisions and stipulations attached to or imposed by and subject to which any offer or award of grant has been made by the Countryside Commission or the Millennium Commission for the creation of the Millennium Green |

2. Administration

The charitable trust constituted by this deed (“the Charity”) and its property (“the trust fund”) shall be administered and managed by the Trustees under the name of the Woodcote Millennium Green Trust

3. Objects

3.1 The Trustees shall hold the trust fund and its income upon trust to apply them to the provision of the Property and shall accordingly hold any Property to provide and maintain an open space to be known as “Woodcote Millennium Green” for the benefit of the Inhabitants and to be used forever as an area for informal recreation play or other leisure-time occupations a meeting area or place for community events and for any other lawful purpose consistent with these trusts and for the general benefit of the community

3.2 The following provisions of this clause are a Statement of the general aims of the Charity to which the Trustees are (subject to the following) to have regard at all times but no part of or provision in such Statement is to qualify derogate from add to or otherwise affect the Objects (which shall in the event of any conflict prevail over such Statement)

Statement of Aims

The Millennium Green is to:

- Make a substantial contribution to the life of the whole community
- Be able to be enjoyed by people of all ages and physical abilities
- Be open and evident to visitors to the Locality as well as Inhabitants
- Be an attractive place for people to take air and exercise, meet others and pursue leisure activities and pastimes consistent with shared enjoyment of the whole of the land
- Include an area suitable for community events and celebrations
- Include significant “natural” areas where people can enjoy nature and wildlife at first hand
- Make a positive contribution to the local environment and respect the established character of the area
- Remain safely and conveniently accessible from Inhabitants’ homes

4. Powers

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

4.1.1 to raise funds and invite and receive contributions and in so doing (without prejudice to the generality of the foregoing)

4.1.1.1 To accept subscriptions and donations (whether of real or personal estate) and devises and bequests of Other Property

4.1.1.2 To take such steps by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient, for the dissemination of information or education or for the purpose of procuring contributions to the trust fund in the shape of donations, annual subscriptions or otherwise

4.1.1.3 to apply for or otherwise solicit the award of any grant donation or advance from any foreign national or local body empowered to make the same and to accept and apply the same (if made) subject to any condition attaching thereto provided that any such condition shall not detract from or limit the Objects

Provided that in raising funds the Trustees shall not undertake any substantial permanent trading activity and shall conform to any relevant statutory obligations

4.1.2 to purchase, take on lease, hire or otherwise acquire any interest in the Property and any rights or privileges appurtenant thereto and to construct thereon only such buildings equipment structures and facilities as ensure compliance with clause 4.2

4.1.3 to maintain and manage or arrange for the maintenance and management of the Property provide, endow, furnish and fit out the Property as the Trustees may from time to time consider appropriate with plants, trees, shrubs and other equipment

4.1.4 to take such steps as the Trustees may from time to time consider appropriate to increase the suitability of the Property as a place on or from which to enjoy nature and natural beauty

4.1.5 to buy, take on lease or in exchange, hire or otherwise acquire any Other Property and to maintain and equip it for use

4.1.6 subject to the provisions of clause 4.3 to dispose of the Property only where the same can no longer be used to fulfil the objects of the Charity

4.1.7 subject to any consents required by law to sell, lease or otherwise dispose of all or any part of the Other Property comprised in the trust fund

4.1.8 subject to any consents required by law, to borrow money and to charge the whole or any part of the Other Property but not (for the avoidance of doubt) the Property or any part thereof with the repayment of the money so borrowed

4.1.9 to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects or of similar charitable purposes and to exchange information and advice with them

4.1.10 to establish or support any charitable trusts, associations or institutions formed for the objects or any of them

4.1.11 to appoint and constitute such advisory committees as the Trustees may think fit

4.1.12 to employ such staff (who shall not be Trustees) 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

4.1.13 subject to clause 5 to permit any investments comprised in the trust fund to be held in the name of any clearing bank, any trust corporation and stockbroking company which is a member of the Stock Exchange (or any subsidiary of such stockbroking company) or any solicitor or nominee company controlled by a solicitor as nominee for the Trustees and to pay any such nominees reasonable and proper remuneration for acting as such

4.1.14 to delegate to any one or more of the Trustees the transaction of any business or the performance of any act required to be transacted or performed in the execution of the trusts of the Charity and which is within the professional or business competence of such trustee or Trustees:

Provided that the Trustees shall exercise reasonable supervision over any trustee or Trustees acting on their behalf under this provision and shall ensure that all their acts and proceedings are fully and promptly reported to them

4.1.15 to do all such other lawful things as are necessary for the achievement of the Objects

4.2 The Trustees shall not at any time lay any surface or create or erect any building or structure on the Woodcote Millennium Green or permit or suffer the same save that subject to any specific requirements or limitations in the Millennium Green Conditions

4.2.1 Any building, facility or artificial surfacing existing on or at the Property at the date of imposition of Millennium Green Conditions may be retained and maintained or altered to fulfil some other purpose consistent with the Objects

4.2.2 A lockable storage building may be constructed for any equipment reasonably needed to maintain the Property

4.2.3 Children's play equipment and any associated surfacing may be provided to complement the opportunities for informal play on the remainder of the Property

4.2.4 One or more special features (which may include bandstands and like constructions but not buildings) may be provided on the Property to mark the arrival of the new Millennium

4.2.5 Surfaced paths as the Trustees consider appropriate may be provided

4.2.6 A small area of informal car parking space for up to 2 cars for use by people with mobility problems may be provided

But provided that

4.2.6.1 The total ground area of the Property occupied by any such structures and surfacing, taken together, shall not exceed 300 square metres

4.2.6.2 Such planning and other necessary consents as are required to be obtained shall be obtained for and prior to commencement of such works

4.2.6.3 Save for any storage buildings, no part of the Property shall be dedicated for use by one particular group of inhabitants or visitors in such a way as to exclude other inhabitants or visitors from using that part of the land on foot at any time

4.2.6.4 Nothing in this clause shall prevent the erection and use of structures or equipment for short events that are open to the whole community provided that the structures and equipment are removed at the end of each such event

4.3 If the Trustees decide at any time that the Property is no longer suitable for the purposes set out in clause 3 and that it is necessary or advisable to discontinue the use of the Property in whole or in part for the purposes stated in clause 3 it shall call a meeting of the Inhabitants of which meeting not less than 14 days notice (stating the terms of the resolution that will be proposed thereat) shall be posted in a conspicuous place or places on the Property and advertised in a newspaper circulating in the Locality and at which meeting the trustees are (to the extent the same are formulated) to put forward lay out and explain and report on the progress of any proposals for the provision of replacement Property and if such decision shall be confirmed by three – quarters (to the nearest whole number) of such inhabitants present and voting at such meeting the Trustees may sell the Property or any part thereof. All monies arising from such sale (after satisfaction of any liabilities properly payable thereout) shall be applied in the purchase of other property approved by the Trustees and to be held upon the trusts for the purposes and subject to the provisions hereinbefore set forth (including this power) and meanwhile such monies shall be invested and any income arising therefrom shall either be accumulated (for such time as may be allowed by law) by investing the same and the resulting income thereof in like manner as an addition to and to be applied as the capital of such investments or shall be used in furthering the purposes specified in this deed

5. Vesting in the Official Custodian for Charities

The Trustees and all persons holding any property of Charity shall take such steps as may be necessary to vest in the Official Custodian for Charities all freehold and leasehold lands and other property at any time belonging to the Charity

6. Appointment of Trustees

6.1 Subject to the provisions of clause 8 the first Trustees shall hold office for the following periods respectively

Name of Trustee	Term of office
C. J. Frost	1 year
P.F. Goss	3 years
Mrs M.B. Hawrish	3 years
B. Haynes	2 years*
J. Sheppard – Fidler	2 years
D. Warrilow	4 years

*Or until he ceases to be the Chairman of the Woodcote Residents' Society (he is one of the Nominated Trustees)

6.2 The Trustees for the time being shall at least once in each year and otherwise as may be appropriate consider what number of trustees is the optimum and what numbers of general Trustees and nominated Trustees are to comprise that optimum number and will thereupon take all steps as are lawful and appropriate to achieve such optimum with such composition

6.3 Every general trustee shall be appointed for a term of four years by a resolution of the Trustees passed at a special meeting called under clause 14. If a general trustee is to be appointed to replace a general trustee who is leaving office he or she may be appointed not more than three months before the other general trustee has left office. In such a case the retiring trustee shall not be entitled to vote in favour of his or her own appointment. Where a general trustee is or is to be appointed to replace a general trustee who is leaving or has left office before the expiry of his term of appointment that newly appointed trustee shall (subject to the provisions of this deed) hold office only until the expiry of the term of appointment of the trustee whom he replaces

6.4 In selecting persons to be appointed as general Trustees, the Trustees shall take into account the benefits of appointing a person who through residence, occupation, employment or otherwise has special knowledge of the Locality or who is otherwise able by virtue of his or her personal or professional qualifications to make a contribution to the pursuit of the objects or the management of the Charity

6.5 If for any reason the general Trustees cannot be appointed in accordance with the foregoing provisions, the statutory power of appointing new or additional Trustees shall be exercisable

7. Appointment of nominated Trustees

7.1 One nominated trustee may be appointed by Epsom & St Helier Health Care Trust or its successor bodies and Woodcote (Epsom) Residents' Society and/or by any body or authority selected or chosen to nominate trustees pursuant to clause 6.2

Each appointment shall be made for a term of four years at a meeting convened and held according to the ordinary practice of the appointing body. The chairman of the meeting shall cause the name of each person appointed to be notified forthwith to the Trustees. The person appointed may be, but need not be, a member of the appointing body

7.2 if any appointing body does not exercise its power of appointment within one year of it first being granted or a nominated trustee appointed by it ceasing to be a trustee then the power of such body or authority to appoint a nominated trustee shall cease

7.3 If for any reason Trustees cannot be appointed in accordance with the foregoing provisions, the statutory power of appointing new or additional Trustees shall be exercisable

8. Eligibility for Trusteeship

8.1 No person shall be appointed as a trustee:

8.1.1 unless he or she has attained the age of eighteen years; or

8.1.2 in circumstances such that, had he or she already been a trustee he or she would have been disqualified from office under the provisions of the following clause

8.2 No person shall be entitled to act as a trustee whether on a first or on any subsequent entry into office until after signing in the minute book of the Trustees a declaration of acceptance and willingness to act in the trusts of the Charity

9. Determination of Trusteeship

A trustee shall cease to hold office if he or she:

9.1 is disqualified from acting as a trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re- enactment or modification of that provision)

9.2 becomes incapable by reason of mental disorder, illness or injury of managing and administering his, or her own affairs

9.3 is absent without the permission of the trustees from three consecutive meetings and the Trustees resolve that his or her office be vacated; or

9.4 notifies to the Trustees a wish to resign (but only if at least two Trustees will remain in office when the notice of resignation is to take effect

10. Vacancies

10.1 If a vacancy occurs the Trustees shall note the fact in their minute book at their next meeting. Any eligible trustee may be re- appointed

10.2 So long as there should be fewer than two Trustees none of the powers or discretions hereby or by law vested in the Trustees shall be exercisable except for the purpose of appointing a new Trustee or Trustees save where clause 10.3 applies

10.3 A nominated trustee appointed by Epsom & Ewell Borough Council may alone assume all the powers duties and discretions of the Trustees for the period between two annual general meetings held pursuant to clause 22 if:

10.3.1 no other trustees are appointed for that period; and

10.3.2 a simple majority of persons present at the first of the two Annual General Meetings approves

In this sub clause, clause 15 and sub clauses 22.4 and 28.1.1 “present” includes being present by agreed suitable electronic or telephonic means by which a participant or participants may communicate with all the other participants

Meetings held by electronic or telephonic means must comply with the rules for meetings including chairing, voting and the taking of minutes

11. Ordinary meetings

The Trustees shall hold at least two ordinary meetings in each year

12. Calling meetings

The first meeting of the Trustees shall be called by C.J. Frost or if no meeting has been called within three months after the date of this deed by any two of the Trustees. Subsequent meetings shall be arranged by the chairman or any two Trustees upon not less than 21 days notice being given to the other Trustees

13. Chairman

The Trustees at their first ordinary meeting in each year shall elect one of their number to be chairman of their meetings until the commencement of the first ordinary meeting in the following year. The chairman shall always be eligible for re-election. If the chairman is not present within ten minutes after the time appointed for holding a meeting or there is no chairman the trustees present shall choose one of their number to be chairman of the meeting

14. Special meetings

A special meeting may be called at any time by the chairman or by any two Trustees upon not less than seven days' notice being given to the other Trustees of the matters to be discussed, but if the matters include an appointment of a trustee or a proposal to amend any of the trusts of this deed then upon not less than twenty-one days' notice being so given. A special meeting may be called to take place immediately after or before an ordinary meeting

15. Quorum

There shall be a quorum when at least one third of the number of Trustees for the time being or two Trustees, whichever is the greater, are present at a meeting

16. Voting

Every matter shall be determined by a majority of votes of the Trustees present and voting on the question. The chairman of the meeting shall have a casting vote whether he or she has or has not voted previously on the same question but no trustee in any other circumstances shall give more than one vote

17. Minutes

The trustees shall keep minutes, in books kept for the purpose, of the proceedings at their meetings and shall promptly publish the same after approval in such a manner as could reasonably be considered appropriate

to inform any relevant inhabitant of the minutes of all its meetings (save where the same extend to matters of commercial sensitivity or confidentiality) and a summary of the financial position of the Trust as presented (if presented) to any such meeting

18. Accounts

The Trustees shall comply with their obligations under the Charities Act 1993 (or any statutory re- enactment or modification of that Act) with regard to:

18.1 the keeping of accounting records of the Charity

18.2 the preparation of annual statements of account for the Charity

18.3 the auditing or independent examination of the statements of account of the Charity; and

18.4 the transmission of the statements of account of the Charity to the Commissioners

19. Annual report

The Trustees shall comply with their obligations under the Charities Act 1993 (or any statutory re- enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the Commissioners

20. Annual return

The Trustees shall comply with their obligations under the Charities Act 1993 (or any statutory re- enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Commissioners

21. Consultation

21.1 The Trustees may appoint and if appointed maintain in being in such manner as they consider to be proper a group of interested Inhabitants to advise the trustees on the continued care maintenance and use of the Woodcote Millennium Green

21.2 When (for whatever reason) the only Trustees are Nominated Trustees such Trustees must in the performance of their duties:

21.2.1 consult with any group appointed under 21.1 or if no such group is appointed

21.2.2 use all reasonable endeavours to ascertain the views of Inhabitants or representatives of Inhabitants in respect of such performance; and

21.2.3 use all reasonable endeavours to locate and appoint appropriate general trustees reviewing the position at least at each Annual General Meeting

22. Annual General Meeting

22.1 there shall be an annual general meeting in connection with the Charity which shall be held in the month of March in each year or as soon as practicable thereafter. The meeting shall be convened to seek the views and opinions of inhabitants on the use and enjoyment of the property and the appointment of Trustees

22.2 All Inhabitants shall be entitled to attend the annual general meeting

22.3 The first and any subsequent annual general meeting after the date of this deed shall be convened by the Chairman or (in default) by any two Trustees. Notices of every annual general meeting shall be given in the area of benefit and on the Charity's website at least fourteen days before the date thereof

22.4 The Chairman of an annual general meeting shall be the Chairman for the time being of the Trustees. In his absence the vice chairman (if any) shall take the chair but, if neither is present, the persons present shall, before any other business is transacted, appoint a chairman of the meeting

22.5 The Committee shall present to each annual general meeting the report and accounts of the Charity for the preceding year

22.6 So far as is consistent with their duties and responsibilities the Trustees shall pay due regard to any reasonable expression of opinion or suggestion made at such meeting including (without limitation) any views on how their powers under this deed are being or have been exercised and who should or may be appointed a trustee of the Charity

23. General power to make regulations

Within the limits of this deed the Trustees shall have full power from time to time to make regulations for the management of the Charity and for the conduct of their business including the calling of meetings, the deposit of money at a bank and the custody of documents

24. Specific power to make regulations

The Trustees shall have power from time to time to make regulations governing the enjoyment and use of the Property providing that such regulations do not detract from the objects of the Trust or from the Statement of Aims in clause 3.2 (subject a qualified in that clause) and do not prevent access on foot to any part of the Property (other than storage buildings or the like) free of charge at any time during daylight hours. The Trustees shall publish or otherwise draw to the attention of Inhabitants in such manner as they see fit all such regulations and any variation or amendment thereto

25. Bank account

Any bank account in which any part of the trust fund is deposited shall be operated by the Trustees and shall be held in the name of the Charity. All cheques and orders for the payment of money from such account shall be signed by at least two Trustees

26. Trustees not to be personally interested

Subject to clause 27.2 no trustee shall acquire any interest in property belonging to the Charity (otherwise than as a trustee for the Charity) or receive remuneration or be interested (otherwise than as a trustee) in any contract entered into by the Trustees

27. Insurance

27.1 The Trustees shall ensure that proper and adequate insurance is effected and maintained in respect of all the property and assets of the Trust and against all usual risks and liability

27.2 The Trustees shall have power to provide indemnity insurance for themselves out of the income of the Charity. The insurance shall not extend to (1) any claim arising from any act or omission which (a) the Trustees knew to be a breach of trust or breach of duty; or (b) was committed by the Trustees in reckless disregard of whether it was a breach of trust or not; and (2) the cost of an unsuccessful defence to a criminal prosecution brought against the trustees in their capacity as trustees of the Charity

28. Amendment

28.1 The Trustees may amend any of the provisions of this declaration save those mentioned in 28.2 below by deed provided that no amendment may be made:

28.1.1 without the sanction of a majority of Inhabitants present and voting at an annual General meeting convened under clause 22 hereof where notice of such amendment is given in the notice convening the meeting and

28.1.2 which will cause the Charity to cease to be a charity at law; and

28.1.3 which would be inconsistent with the aims and objects set out in clause 3 or would permit disposal of or the creation of a charge on the Property other than in accordance with clause 4.3

28.2 The following clauses of this declaration may not be amended:

1; 2; 3; 4.1.8;4.2;4.3;5; 21;22.1;22.2;22.6;24;28.

IN WITNESS whereof the trustees have executed this declaration as a deed and delivered it the day and year first before mentioned

Signed by the first Trustees as a deed

SCHEDULE 1

The Locality

The Woodcote Ward, Epsom known as Woodcote Millennium Green the current extent of which is delineated by a red line on the attached plan

