

WE HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL

*G. H. Eady & Co*  
*14th*  
*April*

RECEIVED

THIS DECLARATION OF TRUST is made  
the thousand nine hundred and ninety  
BY ROBERT HENRY EADY of  
Drive Moulton Northampton (the Donor) (1) and THE MOULTON  
PARISH COUNCIL of Keppels Humphrey Lane Boughton Northamptonshire  
(the Trustees) (2)

BACKGROUND:-

0.1 In this deed the following terms shall have the following meanings:

- "The Trust" means the settlement made by this deed and whose objects are set out below
- "The Exhibit" means the collection of photographs and memorabilia of the Donor relating to the Parish of Moulton
- "The Collection" means the Exhibit and any other items from time to time comprised in the Trust now or at any time owned by the Trustees and capable of being used or exhibited with or in connection with the Exhibit
- "The Trust Fund" means all the Property and assets for the time being the subject of the Trust
- "Charitable Purposes" means purposes which are exclusively charitable according to the law for the time being of England and Wales
- "Charity" means any trust undertaking or other institution (corporate or not) for the time being established
- "The Custodians" means the Chairman Treasurer and Secretary for time being of the Moulton History Group and in the event of the disbandment of the said group such other organisation whose objects are for the investigation and provision of historic research with regard to the Parish of Moulton as The Trustees

*Guardian or Keeper*

*Trustee - given possession of property with obligation to administer it solely for the purpose specified*

shall nominate or failing nomination or until  
nomination shall mean The Trustees

0.2 The Donor wishes to transfer by gift to the Trustees the Exhibit and to establish the Trust for the Trustee to hold the Exhibit by the Trustees upon the trusts and with and subject to the powers and provisions of this deed

#### OBJECTS

1. The Trustees shall stand possessed of the Trust Fund upon trust:

To provide for the advancement of public education by the provision of the Exhibit and the Collection

#### TRUSTEES POWERS

2.0 In furtherance of the above objects but not further or otherwise the Trustees shall have the following powers:

2.1 To purchase hire take on loan or otherwise acquire any photographs papers and other memorabilia or such other objects or documents which the Trustees consider will enhance the Collection

2.2 To construct maintain and to restore replace and renew property comprised in the Trust Fund

2.3 To pay and discharge any costs of insurance improvements repairs or other outgoings payable from time to time in respect of any property comprised in the Trust Fund

2.4 To pay and discharge all expenses incurred in connection with the Trust in the exercise of any powers conferred upon the Trustees by this deed or by any assurance to the Trustees upon the Trust of any real or personal property

2.5 To obtain collect and receive money and funds by way of contribution donations subscriptions legacies endowments grants or any other

lawful method and to accept and receive any gifts or property of any description whether subject to any special trust or not

2.6 To act as trustee and to undertake and execute any charitable trust which may lawfully be undertaken by the Trustees and may further the above objects and to perform any services in connection with the above objects gratuitously or otherwise

2.7 To take such steps by personal written broadcast or television appeals or advertisements public meetings exhibitions receptions entertainments film shows sales or booklets and advertising matter as is from time to time necessary for procuring contributions or donations or income for the Trust but so that the Trustees shall not undertake any permanent trading activity in raising such funds

2.8 To procure and print publish issue and distribute gratuitously or otherwise any newspapers periodicals books pamphlets leaflets advertisements appeals or other literature but so that the Trustees shall not undertake any permanent trading activity in pursuance of such powers

2.9 To maintain and manage and assist in or contract for the maintenance and management of land and premises (including museums and exhibition halls) for the purposes of the preservation and public exhibition (whether free of or subject to charges to be made to the public) of the Collection

2.10 To acquire or become members of any charities formed for objects similar to those set out above

2.11 To purchase or otherwise acquire all or any part of the property assets liabilities and engagements of any other charity which the Trustees are authorised to acquire

2.12 To employ and reasonably remunerate any person (not being a Trustee) as an office or employee and to remunerate any person for services rendered and to grant reasonable pensions to any person who has been in the employment or service of the Trust or to the dependants of any such person

2.13 To allow the owner or owners for the time being of any exhibits on loan to the Trustees to substitute them but so that items so substituted are of at least comparable interest to the public

2.14 To promote or advertise the Trust and the Collection by lending or hiring out any exhibits or items comprised in the Collection to any charity or to any museum school college or university on condition that the Trustees satisfy themselves that the borrower or hirer has effected adequate insurance against the loss of or damage to the objects loaned and that satisfactory arrangements exist for their preservation safeguard and return

2.15 To provide funds and to make or assist in making arrangements for initiating or sponsoring projects or reasearch or study relating to the Collection and for publishing the useful results of the research

2.16 To make such rules and regulations for the management and administration of the Trust and care and management of the Collection and more matters relating to them as the Trustees think fit and from time to time to amend vary or revoke such rules or regulatins but so that nothing in this sub-clause shall be deemed to authorise any application of any part of the Trust Fund otherwise than in futherance of the Trust or for any purpose which is not an exclusively Charitable Purpose

2.17 To insure against loss or damage by fire or from any other risk any property for the time being comprised in the Trust to its full amount and to pay the premium for such insurance out of the income or capital of the Trust Fund or the property itself and any money received by the Trustees under such a policy shall be treated as if it were the proceeds of sale of the insured property

2.18 To accept (or in the discretion of the Trustees to disclaim) any property real or personal which is from time to time given to the Trustees upon the Trust and from time to time to dispose of any item comprised in the Collection on such terms as the Trustees think fit on condition first that any such disposal is made only

for the purpose of improving enhancing or extending the quality and interest of the Collection and in furtherance of the objects of the Trust and secondly that any such item is offered first to any Charity museum school college or university by exchange gift or private treaty sale before it is offered for sale to the public

2.19 To do all or any of the above things in any part of the world as principals agents trustees or otherwise and by or through trustees nominees agents or otherwise and

2.20 To do all such other lawful things as further or are ancillary to the attainment of the objects contained in clause 1 above or any of them

#### DECLARATION OF TRUST

3.0 The Donor hereby transfers by way of gift to the Trustees the Exhibit for the benefit of the Trust

3.1 The Trustees shall stand possessed of the Trust Fund and its income upon trust

3.2 In priority to all other payments out of it or applications of it to retain and pay out of it all costs charges and expenses properly incurred by the Trustees in or about the execution of the Trust (and so that such costs charges and expenses may at the discretion of the Trustees be paid from time to time wholly out of the capital or wholly out of income or partly out of capital and partly out of income) and

3.3 To apply the Trust Fund and its income in furtherance of the objects set out above in such manner as the Trustees in their absolute discretion from time to time think fit

#### ACCUMULATIONS

4 During the period of 21 years or such other period as is permitted by law the Trustees may in their absolute discretion accumulate all or any of the income of the Trust Fund by investing it and the resulting income and shall stand possessed of such accumulation as an addition to the capital of the Trust Fund

#### POWER TO BORROW

5 The Trustees may at any time or times (subject to any statutory requirements for the time being in force) borrow from any persons any monies required for the purposes of the Trust upon such reasonable terms as to repayment of principal and payment of interest as they in their absolute discretion think fit but shall in no event create any mortgage charge pledge or other encumbrance of any description (except such as arise by operation of law) over any item from time to time comprised in the Collection

## CHARGING CLAUSE

6. Any Trustee for the time being hereof being a solicitor or other person engaged in any profession shall be entitled to charge and be paid all usual or other charges for work done by him or his firm when instructed by his co-Trustees so to act in that capacity in connection with the Trusts herein before declared

## POWER TO DELEGATE

7.1 Subject as mentioned below the Trustees shall not be bound in any case to act personally but shall allow the Custodians (subject in all cases to the consent of The Trustees) to transact all or any business of whatever nature required to be done in pursuance of the Trust including day to day management of the affairs of the Trust and the receipt and payment of money and shall be entitled to be allowed and paid all charges and expenses so incurred and shall not be responsible for the defaults of any such agent or servant or any loss occasioned by his employment but nothing in the provisions of this clause shall be construed as conferring on the Trustees the right to delegate any decision concerning the application or the distribution of the income or the capital of the Trust pursuant to the objects contained in clause 1 of this deed provided that all acts and proceedings shall be reported back to the Trustees as soon as possible and provided further that no such persons shall expend funds of the Trust otherwise than in accordance with a budget agreed by the executive

7.2 The trustees shall have power to permit any investments securities or other real or personal property which is for the time being comprised in the Trust to be and remain invested in the name of nominees in the United Kingdom instead of in the name of the Trustees

upon such terms as to remuneration and all other respects as the Trustees in their absolute discretion think proper with power to delegate to such nominees such of the trusts powers and discretions by this deed or by law vested in the Trustees with reference to the property so invested in the names of such nominees as the Trustees consider expedient so to delegate on condition that any such nominees shall report to the Trustees in writing fully and promptly in respect of such acts carried out by them on behalf of the Trustees

#### RECEIPTS

8 The receipt of any person purporting to be the Treasurer or other proper officer of any Charity shall be a good discharge to the Trustees for any payment or transfer of assets intended to be made to that Charity

#### DISCRETIONS

9 Every discretion this deed conferred on the Trustees shall be an absolute discretion

#### ALTERATION OF POWERS

10 If at any time it appears to the Trustees that either by reason of changes in the law affecting the administration of charitable or other trusts or of changes in social scientific educational or political conditions or by reason of any defect or omission in the preceding provisions of this deed it would be conducive to the better administration of the Trust that the Trustees should possess any further or other administrative powers which the Trustees do not or may not possess it shall be lawful for the Trustees by any deed or deeds revocable or irrevocable to supplement or alter or amend the provisions of this deed to such an extent (but to

(such an extent only) as in the opinion of the Trustees is requisite for the purpose of conferring on the Trustees such further or other administrative powers provided that nothing in this clause shall authorise or be deemed to authorise any departure from or modification of the objects of the Trust declared in clause 1 of this deed or the application of any part of the Trust or its income otherwise than in conformity with those objects

#### INVESTMENTS

11.1 The Trustees may stand possessed of the Trust Fund as invested or at their discretion sell it or any part of it and may at their discretion invest the money rising from such sale and all cash requiring investment in the names of or under the control of the Trustees in any investments authorised by this deed

11.2 Any moneys comprised in the Trust Fund requiring to be invested may in the discretion of the Trustees be invested in the purchase or upon the security of such shares stocks securities or other investments of real or personal property of any nature in any part of the world and whether involving liability or not and whether producing income or not as the Trustees in their absolute discretion think fit to the intent that the Trustees shall be empowered to invest and transpose the investments of the Trust Fund in the same unrestricted manner as if they were beneficial owners of such moneys and investments and without prejudice to the generality of these powers the Trustees may lend money to any charitable institution free of interest or at a low rate of interest on such terms as they think fit with a view to assisting such institution

## TRUSTEES APPOINTMENTS MEETINGS ETC

12.0 The following administration provisions shall apply to the Trustees and the Trust:

12.1 The Trustees if not the Moulton Parish Council shall be not less than three nor more than nine in number

12.2 The trustees may remove any one of their number from office by service upon him of a written notice signed by all the other Trustees

12.3 Any Trustee may at any time resign from office by serving written notice on the other Trustees

12.4 The Trustees may at any time appoint one or more new Trustees either to fill a vacancy or as an additional trustee or additional trustees

12.5 The Trustees may meet for the despatch of business and regulate their meetings and the conduct of their business as they think fit

12.6 1. The quorum necessary for the transaction of the business of the Trustees at any meeting at which not less than three clear days notice has been given shall be four

12.6 2. The quorum for a meeting called by shorter notice shall be all the Trustees in office and present in the United Kingdom at the time of the meeting

12.7 All business of the Trustees shall be decided by a majority of two thirds of the Trustees present at the meeting

12.8 A resolution in writing signed by a majority of two thirds of the Trustees but of which notice has been given to all of them shall be effective as a resolution passed at a meeting of the Trustees

and may consist of one or more documents in similar form signed by one or more of the Trustees

12.9 The Trustees may appoint one or more of their number to hold the offices of chairman secretary and a treasurer for such period and with such duties as the Trustees from time to time decide

13. If the Trustees at any time unanimously decide that it is expedient to discontinue the Trust, any assets remaining after the satisfaction of all its debts and liabilities shall not be paid to or distributed among the Trustees but shall be given to such other charitable institution or institutions having similar objects to the Trust as the Trustees shall with the approval of the Charity Commissioners decide

IN WITNESS of which the Donor and Trustees have executed this deed on the date first above mentioned

EXECUTED as his DEED )  
by the Donor in )  
the presence of:- )

*MA Cady*

*HK Walden  
2, Howard House,  
Boughton*

EXECUTED as its DEED )  
by the Hands of DEREK )  
GRAY (Chairman) and )  
BARRY ROGER CARE (Vice )  
Chairman) in the )  
presence of:- )

*Barry R Care*

*Derek Gray*

*Michael  
Sticker  
Bridge Street  
Newbury*