

DECLARATION OF TRUST

WESTERN SAHARA SUPPORT GROUP

The 21st day of April 2020 by

1. Andrew Pitts
2. Owen Cooper
3. Katy Billington
4. Clare Pitts
5. Melanie Pettyfer
6. Jack O'Neill

(‘The first trustees’)

The first trustees hold the sum of nine thousand pounds, (£9000) on the trusts declared in this deed as they expect that more money or assets will be acquired by them on the same trusts.

Now this deed witnesses as follows:

1. Administration

The charitable trust created by this deed (‘the charity’) shall be administered by the trustees. (In this deed the expression ‘the trustees’ refers to the individuals who are the trustees of the charity at any given time. It includes the first trustees and their successors. The word ‘trustee’ is used to refer to any one of the trustees.

2. Name

The charity shall be called **Western Sahara Support Group**.

3. Objects

(a) the prevention or relief of poverty of the Sahrawi people in the Western Sahara Refugee Camps in Algeria (the Camps)

(b) the advancement of sustainable development in the Camps by supporting projects set up to achieve sustainable growth and a greater self-sufficiency in food production

(c) the advancement of education in the Camps in connection with sustainable development

(d) the advancement of health by supporting the sustainable development of vegetable production in the Camps

(e) the advancement of human rights and conflict resolution in respect of the Sahrawi people and to educate the public concerning the nature, causes and effects of their poverty and suffering.

DECLARATION OF TRUST

WESTERN SAHARA SUPPORT GROUP

(f) to raise funds to support the above objects and authorise the use of those funds for such purposes.

Nothing in this deed shall authorise an application of the property of the charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and or section 2 of the Charities Act (Northern Ireland) 2008.

4. Application of income and capital

The trustees must apply the income and, at their discretion all part of the capital, of the charity in furthering the objects.

5. Powers

In addition to any other powers they have, the trustees may exercise any of the following powers in order to further the objects (but not for any other purpose).

- a) to raise funds. In exercising this power, the trustees must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations;
- b) to purchase, take on lease exchange, hire or otherwise acquire any property and assets and to maintain and equip it for use;
- c) to sell lease or otherwise dispose of all or any part of the property belonging to the charity. In exercising this power, the trustees must comply as appropriate with sections 117-122 of the Charities Act 2011;
- d) to deposit money in any lawful way, to invest the whole or any part of it in investments of any kind whether or not they produce income and to change such investments at the charity's sole discretion as if it were the beneficial owner of the money;
- e) to cooperate with other charities voluntary bodies and statutory authorities and to exchange information and advice with them;
- f) to establish or support any charitable trusts, associations or institutions formed for any charitable purposes included in the objects;
- g) to acquire, merge with or enter into any partnership or joint-venture arrangement with any other charity formed for any of the objects;
- h) to contribute money to any person, bodies of persons, agencies including Commonwealth or foreign governments or their representatives, for the purposes of the objects;
- i) To create such advisory committees as the trustees see fit;
- j) to make provision for or assist in the planning, building, and maintenance of water supply systems; to support the introduction, adaptation, development and application of relevant technologies; to support the location and assessment of sources of safe water

DECLARATION OF TRUST

WESTERN SAHARA SUPPORT GROUP

- k) to assist in or make provision for the training of persons for growing food and its management and the foregoing purposes; to assist in or make provision for the education and information of local communities;
- l) to carry out campaigning and advocacy;
- m) to employ and remunerate such staff as are necessary for carrying out the work of the charity;
- n) to do anything else within the law which promotes or helps to promote the objects;
- o) to provide indemnity insurance to cover the liability of the Board of Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Board of Trustees knew to be a breach of trust or breach of duty or which was committed by the Board of Trustees in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Board of Trustees in their capacity as directors of the Charity;

6. Statutory Powers

Nothing in this deed restricts or excludes the exercise by the trustees of the powers given by the Trustee Act 2000 as regards investment, the acquisition or disposal of land and the employment of agents, nominees and custodians.

7. Delegation

- a) In addition to their statutory powers, the trustees may delegate any of their powers and functions to a committee of two or more trustees. A committee must act in accordance with any directions given by the trustees. It must report its decisions and activities fully and promptly to the trustees. It must not incur expenditure on behalf of the charity except in accordance with the budget previously agreed by the trustees.
- b) The trustees must exercise their powers jointly properly convened meetings except where they have
 - (i) delegated the exercise of the powers (either under this provision or under any statutory provision) or
 - (ii) made some other arrangements, by regulations under clause 22.
- c) The trustees must consider from time to time whether the powers or functions which they have delegated to continue to be delegated.

8. Duty of Care and Extent of Liability

- a) when exercising any power (whether given to them by this deed, or by statute, or by any rule of law) in administering or managing the charity each

DECLARATION OF TRUST

WESTERN SAHARA SUPPORT GROUP

of the trustees must use the level of care and skill that is reasonable in the circumstances taking into account any special knowledge or experience that he or she has or claims to have ('the duty of care').

- b) No trustee and no-one exercising powers or responsibilities that have been delegated by the trustees shall be liable for any act or failure to act unless, in acting or in failing to act, he or she has failed to discharge the duty of care.

9. Appointment of Trustees

- a) There shall be at least five trustees. Apart from the first trustees every trustee must be appointed for a term of five years by resolution of the trustees passed at a special meeting called under clause 15 of this deed.
- b) In selecting individuals for appointment as trustees, the trustees must have regard to the skills knowledge and experience needed for the effective administration of the charity.
- c) The trustees must keep a record of the name and address and date of appointment, reappointment and retirement of each trustee.
- d) The trustees must make available to each new trustee on his or her first appointment
 - i) a copy of this deed and any amendments made to it
 - ii) a copy of the charity's latest report and statement of accounts
- e) the first trustees shall hold office for the following periods respectively

1. Andrew Pitts 7 years
2. Clare Pitts 6 years
3. Katy Billington 5 years
4. Owen Cooper 3 years
5. Melanie Pettyfer 4 years
6. Jack O'Neill 2 years

10. Eligibility for Trusteeship

- a) No one shall be appointed as a trustee:
 - i) if he or she is under the age of 18 years or
 - ii) if he or she would at once be disqualified from office under the provisions of clause 11 of this deed.
- b) No one shall be entitled to act as a trustee whether on appointment or on any reappointment as trustee until he or she has expressly acknowledged in whatever way the trustees decide his or her acceptance of the office of trustee of the Charity.

DECLARATION OF TRUST

WESTERN SAHARA SUPPORT GROUP

11. Termination of trusteeship

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

- a) is disqualified from acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011 or any statutory re-enactment or modification of that provision;
- b) in the written opinion, given to the charity, over a registered medical practitioner treating that person, he or she has become physically or mentally incapable of acting as a trustee and they remain so for more than three months;
- c) is absent without permission of the trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated; or
- d) notifies the trustees of a wish to resign (but only if enough trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings).

12. Vacancies

If a vacancy occurs the trustees must note the fact in the minutes of the next meeting. Any eligible trustee may be reappointed. If the number of trustees falls below the quorum in clause 17(a), none of the powers or discretions conferred by this deed or by law on the trustees shall be exercised by the remaining trustees, except the power to appoint new trustees.

13. Ordinary meetings

The trustees must hold at least two ordinary meetings each year. One such meeting in each year must involve the physical presence of those trustees who attend the meeting. Other meetings may take such form including videoconferencing, as the trustees decide provided that the form chosen enables the trustees both to see and to hear each other.

14. Calling meetings

The trustees must arrange at each of their meetings the date, time and place of their next meeting, unless such arrangements have already been made. Ordinary meetings may also be called at any time by the person elected to chair meetings of the trustees or by any two trustees. In that case not less than 10 days clear notice must be given to the other trustees. The first meeting of the trustees must be called by Andrew Pitts or, if no meeting has been called within three months after the date of this deed, by any two of the trustees.

15. Special meetings

A special meeting may be called at any time by the person elected to chair meetings of trustees or by any two trustees. Not less than four days clear notice

DECLARATION OF TRUST

WESTERN SAHARA SUPPORT GROUP

must be given to the other trustees of the matters to be discussed at the meeting. However, if those matters include the appointment of a trustee or a proposal to amend any of the trusts of this deed, not less than 21 days' notice must be given. A special meeting may be called to take place immediately after or before an ordinary meeting.

16. Chairing of meetings

The trustees at their first ordinary meeting in each year must elect one of their number to chair their meetings. The person elected shall always be eligible for re-election.

If that person is not present within 10 minutes after the time appointed for holding a meeting or if no one has been elected or if the person elected has ceased to be a trustee, the trustees present must choose one of their number to chair the meeting.

The person elected to chair meetings of the trustees shall have no other additional functions or powers except those conferred by this deed or delegated to him or her by the trustees.

17. Quorum

- a) subject to the following provision no business shall be conducted in at a meeting of the trustees unless at least one third of the total number of trustees at the time or two trustees whichever is greater are present throughout the meeting.
- b) The trustees may make regulations specifying different quorums for meetings dealing with different types of business.

18. Voting

At meetings decisions must be made by a majority of the trustees present and voting on the question. The person chairing the meeting shall have a casting vote whether or not he or she has voted previously on the same question but no trustee in any other circumstances shall have more than one vote.

19. Conflicts of interest and conflicts of loyalties

A charity trustee must:

- a) declare the nature and extent of any interest direct or indirect which he or she has in a proposed transaction or arrangement with the charity or any transaction or arrangement entered into by the charity which has not previously been declared; and
- b) absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the charity and any personal interest (including but not limited to any personal financial interest).

Any charity trustee absenting himself or herself from any discussion in accordance with this clause must not vote to be counted as part of the quorum in any decision of the charity trustees on the matter.

DECLARATION OF TRUST

WESTERN SAHARA SUPPORT GROUP

20. Saving Provisions

- a) subject to sub clause (b) of this clause, decisions of the charity trustees or of a committee of the charity trustees shall be valid notwithstanding the participation in any vote of the charity trustee
 - i) who is disqualified from holding office;
 - ii) who had previously retired or who had been obliged by this deed to vacate office;
 - iii) who was not entitled to vote on the matter whether by reason of a conflict of interest or otherwise

if, without the votes of that charity trustee and that charity trustee being counted in the quorum, the decision has been made by majority of the charity trustees at a quorate meeting.

(b) Sub clause (a) does not permit a charity trustee to keep any benefits that may be conferred upon him or her by a resolution of the charity trustees or of a committee of charity trustees, if, but the subclause (a) the resolution would have been void or if the charity trustee has not complied with clause 19 (conflicts of interests and conflict of loyalty).

21. Minutes

The trustees must keep minutes, in books kept for the purpose or by such other means as the trustees decide, of the proceedings at their meetings. In the minutes the trustees must record their decisions and, where appropriate, the reasons for those decisions. The trustees must approve the minutes in accordance with the procedures laid down in regulations made under clause 22 of this deed.

22. General power to make regulations

- a) the trustees may from time to time make regulations for the management of the charity for the conduct of their business including
 - i) the calling of meetings;
 - ii) methods of making decisions in order to deal with cases of urgency when a meeting is impractical
 - iii) the deposit of money as a bank
 - iv) the custody of documents and
 - v) the keeping and authenticating of records. (If regulations made under this clause permits records of the charity to be kept in electronic form and requires a trustee to sign the record regulations must specify method of recording the signature that enables it to be properly authenticated).
- b) Trustees must not make regulations which are inconsistent with anything in this deed.

23. Disputes

DECLARATION OF TRUST

WESTERN SAHARA SUPPORT GROUP

If a dispute arises between the trustees about the validity or propriety of anything done by the charity trustees under this deed and the dispute cannot be resolved by agreement, the trustees party to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

24. Accounts, Annual Report and Annual Return

The trustees must comply with their obligations under the Charities Act 2011 with regard to

- a) the keeping of accounting records for the charity
- b) the preparation of annual statements of account for the charity
- c) the auditing or independent examination of the statements of account of the charity
- d) the transmission of the statements of account of the charity to the Commission
- e) the preparation of an annual report and its transmission to the Commission
- f) the preparation of an annual return and its transmission to the Commission.

25. Registered Particulars

The trustees must notify the Commission promptly of any changes to the charity's entry of the Central Register of Charities.

26. Bank account

Any bank or building society account in which any of the funds of the charity are deposited must be operated by the trustees and held in the name of the charity. Unless the regulations of the trustees make other provision, all checks and orders for the payment of money from such an account shall be signed by at least two trustees.

27. Application of Income and Property

- a) The income and property of the charity must be applied solely towards the promotion of the objects
 - i) A charity trustee is entitled to be reimbursed out of the property of the charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf charity
 - ii) A charity trustee may benefit from trustee indemnity insurance cover purchase at the charity's expense in accordance with and subject to the conditions in section 189 of the Charities Act 2011.
- b) Subject to clause 28, none of the income or property of the charity may be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise by way of profit to any charity trustee.

DECLARATION OF TRUST

WESTERN SAHARA SUPPORT GROUP

28. Benefits and Payments to Charity trustees and connected persons

a) General Provisions

No charity trustee or connected person may:

- i) buy or receive any goods or services from the charity on terms preferential to those applicable to members of the public;
- ii) sell goods, services or any interest in land to the charity;
- iii) be employed by or receive any remuneration from the charity;
- iv) receive any other financial benefit from the charity;

unless the payment of benefit is permitted by sub-clause (b) of this clause authorised by the court to the charity commission. In this clause a 'financial benefit' means a benefit direct or indirect which is either money or has monetary value.

b) Scope and powers permitting trustees or connecting to persons' benefits

- i) a charity trustee or connected person may receive a benefit from the charity in the capacity of the beneficiary of the charity provided that a majority of the trustees do not benefit in this way.
- ii) A trustee or connected person may enter into a contract to supply services or of goods that are supplied in connection with the provision of services to the charity where that is permitted in accordance with and subject to the conditions in section 185 of the Charities Act 2011.
- iii) Subject to subclause (c) of this clause a trustee or connected person may provide the charity with goods that are not supplied in connection with services provided to the charity by the charity trustee or connected person
- iv) a trustee or connected person may receive interest on money lent to the charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- v) A trustee or connected person may receive rent for premises let by the trustee or connected person to the charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- vi) A trustee or connected person may take part in the normal trading and fundraising activities of the charity on the same terms as members of the public.

c) Payment for the Supply of goods only – controls

The charity and its trustees may only rely upon the authority provided by subclause (b)(iii) of this clause if each of the following conditions are satisfied:

- i) the amount or maximum amount of the payment for the goods is set out in an agreement in writing between the charity and the trustee or

DECLARATION OF TRUST

WESTERN SAHARA SUPPORT GROUP

connected person supplying the goods (the supplier) under which the supplier is to supply the goods in question to or on behalf of the charity.

- ii) The amount or maximum of the payment for the goods in question does not exceed what is reasonable in the circumstances with the supply of the goods in question.
- iii) The other charity trustees are satisfied that it is in the best interests of the charity to contract with the supplier rather than someone who is not the charity trustee or connected person. In reaching that decision the charity trustee must balance the advantage of contracting with the charity trustee or connected person against the disadvantages of doing so.
- iv) The supplier is absent from the part of the meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the charity.
- v) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of trustees is present at the meeting.
- vi) The reasons for the decision are recorded by the charity in the minute book.
- vii) A majority of the trustees then in office are not in receipt of remuneration or payment is authorised by clause 28.

d) In subclauses (b) and (c) of this clause

- i) charity shall include any company in which the charity
 - holds more than 50% of the shares; or
 - controls more than 50% of the voting rights attached to the shares; or
 - has the right to appoint one or more trustees to the board of the company;
- ii) In subclauses (b) and (c) of this clause connected person includes any person within the definition set out in clause 33 (interpretation).

29. Repair and insurance

The trustees must keep in repair and insure to their full value against fire and other usual risks all the buildings of the charity (except those buildings that are required to be kept in repair and insured by a tenant). They must also insure suitably in respect of public liability and employer's liability.

30. Expenses

The trustees may use the charity's funds to meet any necessary and reasonable expenses which they incur in the course of carrying out their responsibilities as trustees of the charity.

DECLARATION OF TRUST

WESTERN SAHARA SUPPORT GROUP

31. Amendment of trust deed

- (1) The trustees may amend the provisions of this deed, provided that:
 - (a) no amendment may be made to clause 3 (Objects), clause 8 (Duty of care and extent of liability), clause 27 (Application of income and property) and clause 28 (Benefits and payments to charity trustees and connected persons) , clause 32 (Dissolution) or this clause without the prior consent in writing of the Commission; and
 - (b) no amendment may be made that would have the effect of making the charity cease to be a charity at law.
 - (c) no amendment may be made to alter the objects if the change would undermine or work against the previous objects of the charity.
- (2) Any amendment of this deed must be made by deed following a decision of the trustees made at a special meeting.
- (3) The trustees must send to the Commission a copy of the deed effecting any amendment made under this clause within three months of it being made.

32. Dissolution

- (1) The trustees may dissolve the charity if they decide that it is necessary or desirable to do so. To be effective, a proposal to dissolve the charity must be passed at a special meeting by a two-thirds' majority of the trustees. Any assets of the charity that are left after the charity's debts have been paid ('the net assets') must be given
 - a) to another charity (or other charities) with objects that are the same or similar to the charity's own, for the general purposes of the recipient charity (or charities); or
 - b) to any charity for use for particular purposes which fall within the charity's objects.
- (2) The Commission must be notified promptly that the charity has been dissolved and, if the trustees were obliged to send the charity's accounts to the Commission for the accounting period which ended before its dissolution, they must send the Commission the charity's final accounts

DECLARATION OF TRUST

WESTERN SAHARA SUPPORT GROUP

33. Interpretation

In this deed

(1) all references to particular legislation are to be understood as references to legislation in force at the date of this deed and also to any subsequent legislation that adds to, modifies or replaces that legislation

(2) 'Connected person' means

- a) a child, grandchild grandparent brother or sister of the trustee
- b) the spouse or civil partner of the trustee or any person falling within subclause (a) above
- c) a person carrying on business in partnership with the trustee or with any person falling within subclause (a) or (b) above
- d) an institution which is controlled
 - (i) by the trustee or any connected person falling within subclauses (a), (b) or (c) above; or
 - (ii) by two or more persons falling within subclause (d)(i) when taken together
- e) a body corporate in which
 - (i) the charity trustee or any connected person falling within subclauses (a) to (c) has a substantial interest
 - (ii) two or more persons falling within subclause e) (i) who when taken together have a substantial interest

(3) Sections 350 -352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in subclause (2) above.

34. **The Camps** are the refugee camps set up in the Tindouf Province of Algeria for Saharawi refugees and comprise Laayoune, Awserd, Smara, Dakhla, Boujdour, "February 27" and such other Camps as may be established under the auspices of the UNHCR.

In witness of this deed the parties to it have signed below

1. Signed as a Deed by_



Name Andrew Pitts

DECLARATION OF TRUST
WESTERN SAHARA SUPPORT GROUP

Date 16.4.20

In the presence of

X Witness Ellen Cooper

Witness Name Ellen Cooper

Witness Address 15 Brighton Avenue, Burnage, M19 2JA.

2. Signed as a Deed by CP Pitts

Name CLARE PITTS.

Date 16.4.20

In the presence of

X Witness Ellen Cooper

Witness Name ELLEN COOPER

Witness Address 15 BRIGHTON AVE, BURNAGE M19 2JA.

3. Signed as a Deed by Owen T. Cooper X

Name OWEN COOPER

Date 16.4.20

In the presence of

Witness Andy Pitts

Witness Name ANDY PITTS

DECLARATION OF TRUST
WESTERN SAHARA SUPPORT GROUP

Witness

Address 9 BRIGHTON AVENUE
BURNAGE
M19 2JQ.

4. Signed as a Deed by KATHRYN BILLINGTON

Name K.A. Billington *

Date 17/4/20

In the presence of

Witness EDWARD BILLINGTON-CLIFF

Witness Name E. Billington-Cliff

Witness

Address 8 CARRILL GROVE
LEVENSHULME
MANCHESTER
M19 3AE

5. Signed as a Deed by 

Name MELANIE PETTYFER

Date 20/4/20

In the presence of

Witness 

Witness Name CONOR MCKAY

Witness

Address 8 CASTLEVILLAN RD
DROLMANNA DROLMORE CO-DOWN
BT25 2DZ

DECLARATION OF TRUST WESTERN SAHARA SUPPORT GROUP

6. Signed as a Deed by Jack O'Neill

Name Jack O'Neill

Date 27/04/20

In the presence of

Witness Laura Berni

Witness Name Laura Berni

Witness
Address 1/1 36 Belmont Street
Glasgow
G12 8EY