



*Fact Sheet:*

## Deed of Trust

This Deed of Trust is made on the \_\_\_\_\_ day of {month} {year} between:  
\_\_\_\_\_  
(‘the Organisation’), acting by its Management  
Committee (‘the Governing Body’) and \_\_\_\_\_  
\_\_\_\_\_  
(‘the Trustees’).

### BACKGROUND

The Organisation is an unincorporated association.

The Organisation wishes property that it owns which includes items in the attached schedule and other property acquired from time to time (‘the Property’) to be vested in the Trustees.

At a duly convened meeting of the Governing Body it was resolved that the trustees named above should be appointed to hold the title to the Property for the purposes of the Organisation.

*Note that if the organisation is a charitable association or charitable trust, the property should be held ‘for the purposes of the Organisation’. If the organisation is not charitable, the property should be held ‘for the benefit of the members for the time being of the Organisation’.*

At the same time meeting it was resolved that \_\_\_\_\_ was authorised to sign this Deed on behalf of the Governing Body.

### AGREEMENT

It is agreed that:

1. The Organisation hereby appoints the Trustees to act as Trustees of the Organisation for the purpose of holding the Property.



2. The Trustees agree jointly and severally to hold the Property for the Purposes of the Organisation - for the benefit of the members for the time being of the Organisation.
3. The Trustees undertake that they will promptly follow all lawful and reasonable directions given by the Organisation and that they will act only in accordance with such directions.
4. The Organisation agrees that it will indemnify the Trustees against all costs, claims and liabilities properly incurred or arising out of their trusteeship of the Property.
5. The Trustees have the following rights during the period of their trusteeship and during any further period in which they may be liable to any claim arising out of their trusteeship:
  - a. the right to receive notice of all meetings of the Governing Body and all general meetings of the Organisation;
  - b. the right to attend and speak at any meeting of the Governing Body or general meeting on any matter relevant to the Property;
  - c. the right of access to information reasonably required to discharge their duties as Trustees;
  - d. the right to immediate payment of any outstanding liability arising from trusteeship of the Property.
6. The Trustees agree to provide the Organisation with copies of all correspondence and to notify them of all communication in respect of the Property.
7. The Trustees agree to notify the Organisation of any change of their name or address.
8. New Trustees may be appointed only by a resolution of the Governing Body or general meeting of the Organisation.

*Unless it is made explicit that the power to appoint and remove Trustees rests solely with the Governing Body of the Organisation, trust law will place the power to appoint and remove in the hands of the holding Trustees.*

9. If a Trustee wishes to resign from his or her trusteeship the Organisation will use its best endeavours to obtain the Trustee's release from any obligation connected with the Property.

Signed and delivered as a Deed

by [signature of authorised person] \_\_\_\_\_ on  
behalf of the Governing Body of [name of organisation]





acting under their authority by resolution on [date] in the presence of  
[witness’s signature, name, address and occupation]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed as a Deed  
by  
[signature of Trustee No. 1]

\_\_\_\_\_

in the presence of  
[witness’s signature, name, address and occupation]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[and the same for the remaining Trustees]

\_\_\_\_\_

