

GRIOT FOUNDATION TRUST DEED

GOVERNING DOCUMENT

CHARITY REGISTRATION 1059517

THIS DECLARATION OF TRUST IS MADE ON the second day of November 1996 by:

Petan Kessebeh

Dorothy Harrison

Rosemary Powell

WHEREAS the first trustees hold £10 on the trusts declared in this deed and it is contemplated that further money or assets may be paid or transferred to the trustees upon the same trusts.

NOW THIS DEED WITNESSES AS FOLLOWS:

A 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 GRIOT FOUNDATION TRUST or by such other name as the Trustees shall from time to time decide with the approval of the Charity Commissioners for England and Wales ('the Commissioners').

B Objects

The trustees shall hold the trust fund and its income upon trust to apply them for the following objects ('the objects') in the United Kingdom and elsewhere for the public benefit and in particular for those members of the public who are African or of African descent by advancing education and training in subjects such as the histories, symbolism, cosmologies and philosophies of Africa in personal, family, community, professional and enterprise competences and in such other subjects as the Trustees may from time to time decide and by relieving those who are in need by reason of poverty, sickness and distress.

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C POWERS

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

1. To establish training and development opportunities such as courses, seminars, conferences, networking events
2. To provide consultancy, evaluation and project development services
3. To raise funds and invite and receive contribution: Provided that in raising funds the trustees shall not undertake any substantial permanent trading activity and shall confirm to any relevant statutory regulation:
4. To buy, take on lease or in exchange hire or otherwise acquire any property necessary for the achievement of the objects and to maintain and equip it for use:
5. Subject to any constraints required by law to sell, lease or otherwise dispose of all or any part of the property necessary for the achievement of the objects and to maintain and equip it for use;
6. Subject to any consents required by law, to borrow money and to charge the whole or any part of the trust fund with repayment of the money so borrowed;
7. 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;
8. To establish or support any charitable trusts, associations or institutions formed for the objects or any of them
9. To appoint and constitute such advisory committees as the trustees may think fit
10. 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 dependents;
11. To permit any investments comprised in the trust fund to be held in the name of any clearing bank, any trust corporation or any stock broking company which is a member of the Stock Exchange (or any subsidiary of such a stock broking company) as nominee for the trustees and to pay any such nominee reasonable and proper remuneration for acting as such;
12. 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 action and proceedings are fully and promptly reported to them;
13. To do all such other lawful things as are necessary for the achievement of the objects.

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D Appointment of trustees

1. Subject to the provisions of clause H the first trustees shall hold office for the following periods respectively: 3 years
2. There shall be at least three trustees. Every future trustee shall be appointed for a term of three years by a resolution of the trustees passed at a special meeting called under clause M. If a trustee is to be appointed to replace a trustee who is leaving office he or she may be appointed not more than three months before the other trustee leaves office but shall not take office until the other 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
3. In selecting persons to be appointed as trustees, the trustees shall take into account the benefits of appointing a person [who through origin, occupation, employment or otherwise has special knowledge of the area of benefit or] who is through proved experience able by virtue of his or her professional qualifications to make a contribution to the pursuit of the objects or the management of the charity
4. When any new trustee is appointed the trustees shall ensure that any land belonging to the Charity which is not vested or about to be vested in the Official Custodian for Charities, a custodian trustee or a nominee is effectively vested in the persons who are the trustees following such an appointment
5. 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

G Eligibility for trusteeship

1. No person shall be appointed as a trustee:
 - Unless s/he has attained the age of 18 years; or
 - In the circumstances such that had s/he already been a trustee, he or she would have been disqualified from office under the provisions of the following clause
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

H Determination of trusteeship

A trustee shall cease to hold office if s/he:

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1. Is disqualified from acting as a trustee by virtue of section 45 of the Charities Act 1992 [or any statutory re-enactment or modification of that provision];
2. Becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
3. Is absent without the permission of the trustees from all their meetings held within a period of six months and the trustees resolve that his or her office is vacated; or
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]

I Vacancies

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. So long as there shall be fewer than two trustees none of the powers of discretion hereby or by law vested in the trustees shall be exercisable except for the purpose of appointing a new trustee or trustees

J Ordinary meetings

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

K Calling meetings

The first meeting of the trustees shall be called by 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 trustees at their meetings or may be called at any time by the chair or any two trustees upon not less than ten days' notice being given to the other trustees

L Chair

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

M Special meetings

A special meeting may be called at any time by the chair or any two trustees upon not less than four day' 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

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upon not less than 21 day's notice being so given. A special meeting may be called to take place immediately after or before an ordinary meeting.

N 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

O Voting

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

P Minutes

The trustees shall keep minutes in books kept for the purpose of the proceedings at their meetings

Q Accounts

The trustees shall comply with their obligations under the Charities Act 1992 [or any statutory re-enactment or modification of that Act] with regard to:

R Annual Report

1. The keeping of accounting records for the Charity, the preparation of annual statements of account for the Charity, the preparation of annual statements of account for the Charity; the auditing or independent examination of the statements of account of the Charity and
2. The transmission of the statements of account of the Charity to the Commissioners
3. The trustees shall comply with their obligations under the Charities Act 1992 [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.

S Annual Return

1. The trustees shall comply with their obligations under the Charities Act 1992 [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.

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T General power to make regulations

Within the limits of this deed the trustees shall have full power from time to time to make regulation for the management of the Charity 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

U 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 orders for the payment of money from such account shall be signed by at least two trustees

V Trustees not to be personally interested

Subject to the provisions sub-clause [2] of this clause, 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 trustees]

2. Any trustee who is a solicitor, accountant, or other person engaged in any profession may charge and be paid all the usual professional charges for business done by her or him, his or her firm when instructed by the other trustees to act in a professional capacity on behalf of the Charity: Provided that at no time shall a majority of the current trustees benefit under this position and that a trustee shall withdraw from any meeting of the trustees at which his or her own instruction of remuneration, or that of his or her firm, is under discussion.

W Management of land

Subject to any consents which may be required by law, the trustees shall wither sell or let any land belonging to the Charity which is not required to be retained or occupied in furtherance of the objects

X Leases

The trustees shall ensure that on the grant by then of any lease the tenant shall execute a counterpart lease. Every lease shall contain a covenant on the part of the tenant for the payment of rent and a proviso for re-entry on non-payment of the rent or non-performance of the covenants contained in the lease

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Y Repair and insurance

- The trustees shall keep in repair and insure to their full value against fire and other usual risks all the buildings of the Charity which are not required to be kept in repair and insured by the tenant and shall also insure suitably in respect of public liability and employer's liability

Z Amendment of Trust Deed

1. The trustees may amend the provisions of this deed, provided that:
 - a. In the execution of the trusts hereof, no trustee shall be liable for any loss to the property of the Charity arising by reason of any improper investigation made in good faith [so long as s/he shall have sought professional advice before making such investment] or for the negligence or fraud of any agent employed by her or him or by any other trustee thereof in good faith [provided reasonable supervision shall have been exercised] even though the employment of such agent may not have been strictly necessary or by reason of any other matter or thing other than wilful and individual fraud wrongdoing or wrongful omission on the part of the trustee who is sought to be made liable
 - b. No amendment may be made to
 - Clause B [the objects clause] unless it appears to the trustees that the objects can no longer provide a suitable and effective method of using the trust deed
 - Clause 5 [trustees not to be personally interested clause] or
 - This clause without the prior consent in writing of the Commissioners: and
 - c. No amendment may be made which has the effect of the charity ceasing to be a charity at law
- 2 Any amendment shall be made by deed under the authority of a resolution passed at a special meeting of the trustees.
3. The trustees should promptly send to the Commissioners a copy of any amendment made under this clause

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

Signed as a deed by the said

Rosemarie Powell

Petan Kessebeh

Dorothy Harrison

In the presence of:

Noreen Howard

November 1996