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CHARITY COMMISSION

DATED 15th JANUARY 2003

DECLARATION OF TRUST

constituting

THE GUILD OF OUR LADY OF GOOD COUNSEL

CERTIFIED TRUE COPY
PULLIG & Co
SOLICITORS
BRIDEWELL HOUSE
9 BRIDEWELL PLACE
LONDON EC4V 6AZ

Pullig & Co

PULLIG & Co
Solicitors

BRIDEWELL HOUSE
9 BRIDEWELL PLACE
LONDON EC4V 6AZ

Telephone: 071-353 0505

Fax: 071-936 2548
DX: 123 CHANCERY LANE LONDON

DEED OF DECLARATION OF TRUST

DATED: 15th JANUARY 2003



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17/1/03

PARTIES:

- (1) Father MORTY O'SHEA S.O.L.T. of 73 Comerford Road, Brockley, London SE4 2BA;
- (2) MARGUERITA CARROLL of 538 King's Drive, Wembley, Middx HA9 9JD
- (3) CLARE McCULLOUGH of 15 Maple Grove, Kingsbury, London NW9 8RD
("the Original Trustees")

THIS DEED WITNESSES as follows:

1. Definitions and Interpretation

1.1 In this Deed unless the context otherwise requires:

"the Charity"	means the charitable trust constituted by this Deed;
"the Trustees"	means and includes the trustees or trustee for the time being of the Charity and "Trustee" means any one of the Trustees;
"the Trust Fund"	means the sum of £1,000 referred to in Clause 2 of this Deed and any other property which may be paid or transferred to the Trustees at any time to be held by them on the charitable trusts declared by this Deed and the investments from time to time representing the same;
"the Objects"	means the objects of the Charity set out in Clause 3 of this Deed as amended from time to time in accordance with Clause 18 of this Deed;
"the Commissioners"	means the Charity Commissioners for England and Wales;

the masculine shall include the feminine and neuter and the singular shall include the plural and vice versa.

1.2 In this Deed reference to any statutory provision shall include reference to any statutory modification or re-enactment of that provision for the time being in force.

1.3 The clause headings and numbering in this Deed are for convenience only and shall not affect the interpretation of this Deed.

2. Establishment and Administration of the Charity

2.1 The Original Trustees have received the sum of one thousand pounds (£1,000) to be held 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.

2.2 The Charity and the Trust Fund shall be administered and managed by the Trustees under the name of **THE GUILD OF OUR LADY OF GOOD COUNSEL** or by such other name as the Trustees from time to time decide with the approval of the Commissioners.

2.3 The Trustees shall pay out of the Trust Fund and/or its income (as they may think fit) all the proper costs and expenses incurred by the Trustees in administering the Charity and the Trust Fund (including expenses of and incidental to the establishment of the Charity and the costs and expenses of raising funds and inviting contributions).

3. Objects

The Trustees shall hold the Trust Fund and its income upon trust to apply them for the following objects:

- (a) the provision of education, instruction and information on the teachings of the Roman Catholic Church particularly in relation to sexual morality and life issues;
- (b) the relief in cases of need, hardship or distress of women who are pregnant or are mothers, and of their families and dependents;
- (c) the provision of financial support to organisations which assist women who are pregnant or are mothers by providing them with services such as financial assistance, counselling, support, information, safe-houses, accommodation, education, employment, baby-sitting, and services which assist women in continuing their pregnancies, provided that all such services are in accordance with the teachings of the Roman Catholic Church.

4. Powers

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

- (a) to raise funds and to invite and receive contributions, and to accept any gift of money or any other property or assets, whether subject to any special trust

or not: provided that in raising funds the Trustees shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;

- (b) to acquire and hold any real or personal property or any estate or interest in any such property, and to insure the same, and to repair, alter, improve, maintain and equip it for use;
- (c) subject to any consents required by law, to demolish, replace, exchange, sell, lease or otherwise dispose of or to mortgage or charge any real or personal property comprised in the Trust Fund or any estate or interest therein;
- (d) subject to any consents required by law, to borrow or raise money, or to receive money on deposit or loan, on such terms and conditions and on such security as may be thought fit, with power to charge any part of the capital or income of the Trust Fund with the repayment of the money so borrowed;
- (e) 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;
- (f) to establish or support any charitable trusts, associations or institutions, to make any charitable donation whether of cash or other assets, and to lend or guarantee money for charitable purposes;
- (g) to publicise the Charity and its activities and to print, publish and distribute whether gratuitously or otherwise any articles, pamphlets, leaflets, advertisements or other literature for the promotion of the Charity;
- (h) to appoint and constitute such advisory committees as the Trustees shall think fit;
- (i) to engage, employ and remunerate any person or persons (who shall not be Trustees) to supervise, organise, carry on the work of and advise the Charity, and to make all reasonable and appropriate provision for pensions and superannuation for staff and their dependants;
- (j) to retain any property comprised in the Trust Fund in its actual state and condition for any period or to realise the same or any part of it at any time or times;
- (k) to invest or apply money comprised in the Trust Fund (irrespective of whether any income is thereby produced or whether liabilities are thereby incurred) in the purchase of or at interest on the security of such stocks, funds, shares, securities or other investments or property of whatever nature and wherever situated as the Trustees in their absolute discretion think fit to the intent that the Trustees shall have the same full and unrestricted powers of investing and transposing investments as if they were entitled thereto beneficially;

- (l) to permit any investments comprised in the Trust Fund to be held in uncertificated form, and to permit any such investments to be registered in the name of any clearing bank, any trust corporation or any stockbroking company which is a member of the Stock Exchange (or any subsidiary of such a stockbroking company) or any investment management company which is authorised to conduct investment business under the Financial Services and Markets Act 2000 as nominee for the Trustees and to pay any such nominee reasonable and proper remuneration for acting as such;
- (m) to carry forward any unexpended income of the Trust Fund and to apply the whole or any part thereof as if it were income arising in the then current year; or, at any time or times during the period of 21 years from the date of this Deed and thereafter if and to the extent permitted by law, to accumulate any income of the Trust Fund as an accretion to capital: provided that notwithstanding such accumulation the whole or any part of the income so accumulated may at any time or times be applied as if it were income arising in the then current year;
- (n) 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;
- (o) to compromise or compound all actions, suits and other proceedings and all disputes or differences concerning the Charity or the Trust Fund or any part thereof for the time being, and to refer any such disputes or differences to arbitration and adjust or settle all accounts and claims relating thereto;
- (p) to do all such other lawful things as are necessary for the achievement of the Objects.

5. Bank Accounts

Any bank account in which any part of the Trust Fund is deposited shall be operated by or on the authority of the Trustees, and shall be held in the name of the Charity.

6. Trustees' Personal Interests

6.1 Subject to the provisions of Clauses 6.2, 6.3 and 6.4 and except with the prior written approval of the Commissioners none of the Trustees may:

- (a) receive any remuneration or other benefit in money or in kind from the Charity; or

- (b) have any interest (other than as a trustee) in any contract entered into by the Trustees; or
- (c) acquire or hold any interest in property of the Charity (otherwise than as a trustee of the Charity).

6.2 The Trustees shall have power to provide indemnity insurance for themselves out of the income of the Charity provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard of whether it was a breach of trust or breach of duty or not.

6.3 Any Trustee may be reimbursed any reasonable expenses properly incurred by him or her in carrying out his or her duties including any travelling or other expenses incurred by him or her as a Trustee.

6.4 Any Trustee who possesses specialist skills and knowledge may charge, and be paid reasonable charges, for business done by him or her, or his or her firm, when instructed by the other Trustees to act on behalf of the Charity, provided that:

- (a) at no time shall a majority of the Trustees benefit under this provision; and
- (b) the Trustee concerned shall withdraw from any meeting of the Trustees whilst his or her own instruction or remuneration, or that of his or her firm, is being discussed.

7. Appointment of Trustees

7.1 Subject to the provisions of Clause 9 of this Deed each of the Original Trustees shall hold office for the following periods respectively:

Father Morty O'Shea	Four years
Marguerita Carroll	Three years
Clare McCullough	Two years

7.2 There shall be at least three Trustees. Every future Trustee shall be appointed for a period of four years by a resolution of the Trustees passed at a special meeting in accordance with Clause 11.3 of this Deed.

7.3 Subject to the provisions of Clause 9 of this Deed any Trustee whose period of office expires, or who ceases for any other reason to be a Trustee may, if eligible in accordance with Clause 8 of this Deed and willing to act, be reappointed.

7.4 If for any reason Trustees cannot be appointed in accordance with the foregoing provisions of this Clause, 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:

- (a) unless (being an individual) he or she has attained the age of 18 years; or
- (b) 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 Clause 9.

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

9. 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 section 72 of the Charities Act 1993; or
- (b) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs; or
- (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) is removed by resolution of the Trustees passed at a special meeting of the Trustees provided that at least two thirds of the Trustees for the time being other than the Trustee who is the subject of the resolution are present at that meeting and vote in favour of the resolution; or
- (e) 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

If a vacancy occurs the Trustees shall note the fact at their next meeting. So long as there shall 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 or making an application to the court or to the Commissioners.

11. Meetings

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

11.2 The first meeting of the Trustees shall be called within three months after the date of this Deed by any two of the Original Trustees. Subsequent meetings shall be arranged by the Trustees at their meetings or may be called at any time by the chairman or any two of the Trustees upon not less than ten days' notice being given to the other Trustees.

11.3 A special meeting of the Trustees may be called at any time by the chairman or by any two of the Trustees upon not less than four days' notice being given to the other Trustees of the matters to be discussed, but if the matters include a proposal to appoint or remove a Trustee or a proposal to amend any of the trusts of this Deed or to dissolve the Charity then upon not less than 21 days' notice being so given. A special meeting may be called to take place immediately after or before an ordinary meeting.

12. Chairman

The Trustees may appoint one of their number to be the chairman of their meetings and may at any time remove him or her from that office. Unless he or she is unwilling to do so, the chairman shall preside at every meeting of Trustees at which he or she is present. But if there is no Trustee holding that office, or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be chairman of the meeting.

13. Proceedings of the Trustees

13.1 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.

13.2 Except as otherwise provided in this Deed every matter shall be determined by a majority of votes of the Trustees present and voting on the question. In the case of an equality of votes 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 have more than one vote.

13.3 The Trustees may appoint committees consisting of not less than two Trustees for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Trustees would be more conveniently undertaken or carried out by a committee; provided that all acts and proceedings of any such committees shall be fully and promptly reported to the Trustees.

14. Minutes

The Trustees shall keep minutes, in books kept for the purpose, of the proceedings at their meetings and of committees of the Trustees, including the names of the Trustees present at each such meeting.

15. Accounts, Annual Report and Annual Return

15.1 The Trustees shall comply with their obligations under the Charities Act 1993 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; and
- (d) the transmission of the statements of account to the Commissioners.

15.2 The Trustees shall comply with their obligations under the Charities Act 1993 with regard to the preparation of an annual report and its transmission to the Commissioners.

15.3 The Trustees shall comply with their obligations under the Charities Act 1993 with regard to the preparation of an annual return and its transmission to the Commissioners.

16. 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.

17. Trustees' Indemnity

In the execution of the trusts and powers of this Deed no Trustee shall be liable for any loss to the Charity arising by reason of any improper investment made in good faith (provided that the Trustees shall have sought professional advice before making such investment), or for any mistake or omission made in good faith by him or her or by any other Trustee, or for any other matter other than wilful and individual fraud or wrongdoing or wrongful omission on the part of the Trustee who is sought to be made liable.

18. Amendment of Trust Deed

18.1 The Trustees may amend the provisions of this Deed, provided that:

- (a) no amendment may be made to Clause 3 (*Objects*) unless it appears to the Trustees that the Objects can no longer provide a suitable and effective method of using the Trust Fund;

- (b) no amendment may be made to Clause 3 (*Objects*), Clause 6 (*Trustees' Personal Interests*), this Clause 18 or Clause 19 (*Dissolution*) 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.

18.2 Any amendment shall be made by deed under the authority of a resolution passed at a special meeting of the Trustees provided that at least two thirds of the Trustees for the time being are present at that meeting and vote in favour of the resolution.

18.3 The Trustees shall promptly send to the Commissioners a copy of any amendment made under this Clause.

19. Dissolution

19.1 The Charity may be dissolved by resolution of the Trustees passed at a special meeting of the Trustees provided that at least two thirds of the Trustees for the time being are present at that meeting and vote in favour of the resolution.

19.2 After the passing of such resolution any money or other property remaining after the satisfaction of all debts and liabilities shall be given or transferred by the Trustees to such other charitable institution or institutions having objects similar to the Objects as the Trustees may decide, or, failing that, shall be applied by the Trustees for some other charitable purpose.

Executed as a Deed by the parties hereto and duly delivered on the day and year first before written

SIGNED as a DEED by
 Father MORTY O'SHEA
 in the presence of:

)
) Fr. Morty O'Shea, SOLT
)

witness' signature:

Robert Copsey SOLT

name (in capitals):

Fr. ROBERT COPSEY

address:

ST. MARY MAGDALEN CATHOLIC Church
 Howson Road London SE4

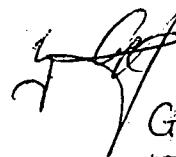
occupation:

Catholic PRIEST

SIGNED as a DEED by)
MARGUERITA CARROLL)
in the presence of:)



witness' signature:
name (in capitals):
address:

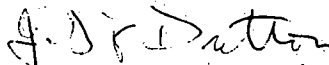


GERALDINE CUNLIFFE
17 GARNETT HOUSE
GARNETT ROAD
HAMPSTEAD. LONDON.
NW 3 2XL

SIGNED as a DEED by)
CLARE McCULLOUGH)
in the presence of:)



witness' signature:
name (in capitals):
address:



FR JOHN D'ARCY DUTTON
NAZARETH HOUSE, HAMMERSMITH RD,
LONDON W6 8DB

occupation:

R.C. PRIEST