

# Declaration of Trust

The Trustees wish to establish the **TROJAN MUSEUM TRUST** for the purposes and in the manner hereinafter appearing  
NOW THIS DEED WITNESSETH as follows:

## **1. Definitions**

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

'the Trust'	means the Trojan Museum Trust
'the Collection'	means the vehicles and products manufactured by Trojan Limited of Croydon and the papers and archives relating thereto and any other items from time to time comprised in the Trust Fund
'the Trust Fund'	means and includes the Collection and all money and real and personal property now or at any time held by the Trustees on the trusts hereof
'the Trustees'	means the persons by whom this Declaration is made and the trustees for the time being of this Deed

## **2. Object of the Trust**

The object of the Trust is to work towards establishing, then running and maintaining, a museum for the primary purpose of exhibiting vehicles and products manufactured by Trojan Limited of Croydon. The Trust will keep all vehicles and archive material safe for future generations whilst making them available to the general public for viewing and education. The Trust will endeavour to provide facilities particularly useful for schools and youth groups, so allowing children and young people to obtain the maximum benefit from the Trust. The Trust will normally adhere to, promote, encourage, support and advance the work of the Christian Faith, through prayer, the provision of facilities and, where appropriate, by making other resources available from the Trust.

## **3. Acquisition of Items**

- 3.1 The Trust may purchase, hire, take on loan or otherwise acquire any item of archive material, vehicle or machinery which it feels may enhance the Collection.
- 3.2 The Trust may accept (or disclaim) any property which is from time to time given to them. Also from time to time the Trust may dispose of property if the disposal does not detract from the Collection and only if the disposal is necessary to improve the Collection. No unique items may be disposed of, as this would detract from the Collection.
- 3.3 The Trust must allow reasonable access to the Collection and in the case of documents must allow copies to be made provided that the cost of copying is paid for, the copying does not put the condition of the document at risk, and no copyrights are breached.

- 3.4 The Trust is required to provide a copy of the Trust document and a schedule of the Collection to anyone on prepayment of the cost of copying and postage.
- 3.5 The Trust may promote or advertise the Collection by lending or hiring out any of the exhibits or items comprised in the Collection to any charity, museum, school, college or university on condition that the Trust is satisfied that the borrower or hirer has made satisfactory arrangements for the preservation, safeguard and return.
- 3.6 The Trust may provide funds and make or assist in making arrangements for research or study relating to the Collection and for publishing the useful results of that research.

#### **4. The Trustees**

- 4.1 The Trustees shall not be fewer than two (2) or more than nine (9).
- 4.2 Any Trustee may at any time resign from office by serving written notice on the other Trustees, if after his or her resignation there remain at least two Trustees.
- 4.3 The Trustees may at any time appoint one or more trustees either to fill a vacancy or as additional trustees.
- 4.4 The Trustees may meet for the dispatch of business and regulate their meetings and the conference of business as they see fit.
- 4.5 The quorum necessary for a transaction of the business of the Trustees at any meeting of which not less than seven clear days notice has been given shall be 51 % of the Trustees.
- 4.6 A resolution in writing signed by a majority of the Trustees but of which notice shall have 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.
- 4.7 The Trustees may do all or any of the above things in any part of the world as principals agents trustees or otherwise or through trustees nominees agents or otherwise.
- 4.8 The Trustees shall not receive payment other than expenses unless employed by the Trust for a specific job.
- 4.9 The Trust may employ staff when and where it sees fit and may carry on a business in order to pursue its main objectives as set forth in Clause 2 hereof, provided that all profits less reasonable expenses are applied to the said objectives.

#### **5. Donations and Gifts to the Trust**

- 5.1 The Trust may receive donations and gifts at any time offered to the Trust whether they be financial or material.
- 5.2 When a gift is made to the Trust the donor and the Trustees will sign a donation form. This form will state what was given, an agreed value of the gift if not financial, the address of the donor and the date on which the gift was given. The Trust and the donor will each receive a copy of this document.
- 5.3 Any gift once received by the Trust is deemed to be the absolute property of the Trust.

- 5.4 Any item bought by the Trust, even if for a peppercorn price, will be the absolute property of the Trust and no donation form will be issued.

## **6. Winding Up of the Trust**

- 6.1 The Trust may be wound up at any time but only with a unanimous vote by the Trustees.
- 6.2 If the Trust is wound up all donors to the Trust who were issued with donation forms will be contacted, and will be offered either to take back their original donation provided that it was not pecuniary and it is still within the Collection, or to receive a percentage of the Trust's assets equal to the percentage value of their donation out of the total of all donations. Only donors will benefit from the winding up of the Trust.
- 6.3 It is the duty of the donor to inform the Trust of any change in address and of the name and address of any heir to his or her estate.
- 6.4 Where donors are untraceable, the donations and any other assets remaining after satisfaction of the debts and liabilities of the Trust shall be given to such other charitable institution or institutions having objects similar to those of the Trust as the trustees shall decide.