

DATED 22 December 1999

DECLARATION OF TRUST

**THE INTERNATIONAL COMMITTEE FOR THE CONSERVATION
OF THE INDUSTRIAL HERITAGE**

Follett Stock, Malpas Road,
Truro, Cornwall, TR1 1QH

THIS DECLARATION OF TRUST IS MADE the 22nd December 1999 by Sir Neil Cossons of the Old Rectory, Rushbury, Shropshire ST6 7EB and Stuart Smith of Chygarth, 5 Beacon Terrace, Camborne, Cornwall TR14 7BU "the First Trustees" who together with the future trustees or trustee of this deed are referred to as "the Trustees".

WHEREAS the First Trustees hold the sum of £one thousand pounds 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 The International Committee For The Conservation of the Industrial Heritage ("TICCIH") or by such other names the Trustees from time to time decide with the approval of the Charity Commissioners for England and Wales ("the Commissioners").

B. OBJECT

The Trustees shall hold the Trust Fund and its income upon trust to apply them for promoting and advancing the education and international cooperation of people in safeguarding conserving investigating documenting and researching all aspects of the industrial heritage in the world ("the Object")

C. POWERS

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

- (1) to raise funds and invite and receive contributions, provided that in raising funds the Trustees shall not undertake any substantial permanent trading activity and shall conform to any relevant statutory regulations;
- (2) to buy, take on lease or in exchange, hire or otherwise acquire any property necessary for the achievement of the Object and to maintain and equip it for use;
- (3) subject to any consents required by law, to sell, lease or otherwise dispose of all or any part of the property comprised in the Trust Fund;
- (4) 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;
- (5) to co-operate with other charities, voluntary bodies and statutory authorities whether national or international in nature operating in furtherance of the Object or of similar charitable purposes and to exchange information and advice with them;
- (6) to establish and support any charitable trusts, associations or institutions whether in the United Kingdom or elsewhere in the world formed for the Object or any of them.
- (7) to appoint and constitute such specialist national or international committees as the Trustees may think fit;
- (8) to employ such staff (who shall not be Trustees) as are necessary for the proper pursuit of the Object and to make or reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependents;
- (9) to permit any investments comprised in the Trust Fund to be held 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) as Nominee for the Trustees and to pay any such Nominee reasonable and proper remuneration for acting as such;
- (10) 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 Trust 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;

- (11) to acquire with or without valuable consideration any legal and equitable estate or interest in land or property and in any rights actions or privileges which the Trustees may think necessary for the promotion of its objects and to construct maintain demolish adapt and alter any buildings or erections or mobile structures necessary or convenient for the objects of the Trust and to make regulations for any property which may be so acquired.
- (12) subject to such consents as may be required by law to sell improve mortgage develop exchange lease licence dispose of turn to account or otherwise deal with any or all of the property and rights of the Trust.
- (13) subject and without prejudice to any use for the Object of the Trust by the Trustees to permit the property of the Trust or any part of it to be used free of rent/or payment for the said objects by such organisations or persons as the Trust may determine but subject to payment in respect of and incidental to maintenance and use thereof and otherwise on such terms as are agreed, or to be used otherwise for the objects of the charity subject to payment sufficient at least to defray the expenses in respect of incidental to the use but not so as to interfere substantially with the use of such property for the said objects.
- (14) to edit print publish and issue either gratuitous or otherwise books papers reports promotional material periodicals circulars articles films and other matters or records in any form to increase public knowledge and awareness of the objects of the Trust or any part or parts of the Trust or its property and otherwise in furtherance of the objects of the Trust to hold conferences exhibitions seminars workshops meetings lectures courses and discussions and otherwise carry out such other activities as may stimulate the exchange of scientific technical practical and organisational information relating to industrial heritage in the furtherance of the Object.
- (15) to establish promote form and support or aid in the establishment formations a board of any charitable associations or institutions to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further the objects of the Trust and to otherwise encourage and promote links and co-operate with other charities voluntary bodies and governmental or non-governmental authorities operating in furtherance of the said objects for similar charitable objects and to exchange information and advice with them.

- (16) subject to such consent as may be required by law to enter into and carry in to effect any arrangement for the transfer of the whole or any part of the undertaking and assets of the Trust or any arrangement for amalgamation with or any arrangement to acquire the whole or any part of the undertaking and assets of any other charitable institution or institutions having objects altogether or mainly similar to those of the Trust provided that any charitable institution or institutions which may acquire any part of the assets or undertaking of the Trust or be created as a result of any such merger or amalgamation or in whose name on behalf of the Trust the whole or any part of the assets or undertaking of any institution or institutions are acquired shall prohibit the distribution of its or their income amongst its or their members to an extent that is not less than is imposed on the Trust.
- (17) to do all such other lawful things as are necessary for the achievement of the Object.

D. MEMBERSHIP

The members of the Trust shall be such persons or organisations as are admitted to membership in accordance with the provisions of this deed. No person shall be admitted a member of the Trust unless his application for membership is approved by the Trustees. There shall be two categories of membership namely individual members and national members to which the following provisions will apply:-

- (1) Individual membership shall be open to any individual actively concerned with conservation investigation documentation research interpretation or education concerning industrial heritage.
- (2) National membership shall be open to any sovereign country recognised/being a member of the United Nations which has set up a national committee which complies with such rules and regulations as are prescribed from time to time by the Trustees and which will have appointed one of its committee to be its national representative. Full membership for national membership shall be conditional on the establishment of a national committee and the employment of a national representative as aforesaid. The national representative shall represent the relevant national committee at general meetings of the members of the Trust. Each national member shall have one vote which shall be exercised by the national representative.
- (3) An individual member or a national member shall cease to be a member
- (a) by retirement/resignation approved by the Trustees

- (b) in the event of non-payment of membership fees in two successive calendar years
 - (c) by removal by a majority of the national representatives present and voting at any general meeting
 - (d) on dissolution of the Trust
 - (e) on death
- (4) The Trustees reserve the right to suspend the membership of an individual member or national member subject to such suspension being subsequently ratified by a majority of the national representatives present and voting at the next duly convened general meeting

(E) GENERAL MEETINGS

- (1) The Trust shall hold a general meeting of the individual members and national members not less than once in every three successive years from the date of this deed to be held at such time and at such place as the Trustees shall determine
- (2) The Trustees shall be entitled to call general meetings and shall be required to do so on the requisition of a such number of the national representatives of the Trust as represents one third of the total number of national representatives .
- (3) All general meetings shall be called by at least 21 clear days notice, the notice to specify the time and place of the meeting and the general nature of the business to be transacted. The notice shall be given to all individual members and national members and to the Trustees and the Trust's accountants. The accidental omission to give notice of a meeting to or the non-receipt of a notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings of that meeting.
- (4) No business shall be transacted at any general meeting unless a quorum is present. One third of the membership entitled to vote upon the business to be transacted at the meeting and present whether in person or by duly authorised representatives shall constitute a quorum. If a quorum is not present within half an hour from the time appointed for the meeting or if during a meeting there is no longer a quorum the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine.
- (5) The Chairman of the Trustees or in his absence some other Trustee nominated by the Trustees shall preside as Chairman of the general meeting but if neither the chairman

nor such any other Trustee if any be present within 15 minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be Chairman and if there is only Trustee present and willing to act he shall be Chairman.

- (6) If no Trustee is willing to act as a Chairman or if no Trustee is present within 15 minutes after the time appointed for holding the meeting the members present and entitled to vote shall choose one of their number to be the Chairman.
- (7) A Trustee shall notwithstanding that he is not a member be entitled to attend and speak at any general meeting.
- (8) Individual members shall be entitled to attend and speak at general meetings but shall not be entitled to a vote.

(F) APPOINTMENT OF TRUSTEES

- (1) The body of Trustees (the Board) shall be composed of not more than Fourteen Trustees. The first Trustees shall be the following who shall hold office until the next general meeting of the Trust

Sir Neil Cossons

Mr Stuart Smith

- (2) At the first general meeting all the Trustees shall retire from office, and at every subsequent general meeting one-third of the Trustees who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to one third shall retire from office; but, if there is only one Trustee who is subject to retirement by rotation, he shall retire. Reappointment of Trustees or the appointment of new Trustees shall be determined by the national representatives in general meeting
- (3) the Trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed trustees on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
- (4) If the Trust at the general meeting at which a trustee retires by rotation, does not fill the vacancy the retiring trustee shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the trustee is put to the meeting and lost.

- (5) No person other than a trustee retiring by rotation shall be appointed or reappointed a trustee at any general meeting unless:
- (a) he is recommended by the trustees; or
 - (b) not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Trust of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Trust's register of trustees together with a notice executed by that person of his willingness to be appointed or reappointed.

G. ELIGIBILITY FOR TRUSTEESHIP

- (1) No person shall be appointed as a Trustee :
- (a) unless 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 provision 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 Trust.

H. DETERMINATION OF TRUSTEESHIP

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

- (1) is disqualified from acting as a trustee by virtue of section 72 of the Charities Act 1993 (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 be 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 or discretions hereby or by law vested in the Trustees shall be exercisable except for the purpose of appointing a new trustee or trustees.

J. TRUSTEE MEETINGS

The Trustees shall hold at least one meeting in each year.

K. CALLING MEETINGS

The first meeting of the Trustees shall be called by the first named trustees 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 chairman or any two trustees upon not less than ten days' notice being given to the other trustees.

L. PRESIDENT/CHAIRMAN

The first chairman of the Board shall (subject to his appointment as a trustee) be Professor Louis Bergeron . The National Representatives at the first general meeting and subsequently at each general meeting thereafter shall elect the President from amongst the Trustees who shall hold office until the next general meeting of the members The chairman shall always be eligible for re-election. If the chairman is not present within ten minutes after the time appointed for holding a meeting or there is no chairman the trustees present shall choose one of their number to be chairman of the meeting.

M. SPECIAL TRUSTEE MEETINGS

A special meeting may be called at any time by the chairman or any two 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 an appointment of a trustee or a proposal to amend any of the trusts of this deed 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.

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 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 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 1993 (or any statutory re-enactment or modification of that Act) with regard to :

- (1) the keeping of accounting records for the Charity;
- (2) the preparation of annual statements of account for the Charity;
- (3) the auditing or independent examination of the statements of account of the Charity;
and
- (4) the transmission of the statements of account of the Charity to the Commissioners.

R. ANNUAL REPORT

The Trustees shall comply with their obligations under the Charities Act 1993 (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. 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 Trust and for the conduct of their business, including the calling of meetings, the deposit of money at a bank and the custody of documents.

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

U. TRUSTEES NOT TO BE PERSONALLY INTERESTED

- (1) Subject to the provisions of 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 the 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 him or her or 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 Trustees benefit under this provision and that a trustee shall withdraw from any meeting of the Trustees at which his or her own instruction or remuneration, or that of his or her firm, is under discussion.

V. MANAGEMENT OF LAND

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

W. LEASES

The Trustees shall ensure that on the grant by them 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.

X. 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.

Y. AMENDMENT OF TRUST DEED

- (1) The Trustees may amend the provisions of this deed, provided that :
 - (a) no amendment may be made to clause B (the objects clause) unless it appears to the Trustees that the Object can no longer provide a suitable and effective method of using the Trust Fund.
 - (b) no amendment may be made to clause S (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.

Z. DISSOLUTION

If the Trustees decide that it is necessary or advisable to dissolve the Trust it shall call a meeting of all Trustees of the Trust of which not less than 21 days notice (or such shorter period of notice as may be agreed by all the trustees) stating the terms of the resolution to be proposed shall be given. If the proposal is confirmed by a two thirds majority of those present and voting, the Trustees shall have the power to realise any assets held by or on behalf of the Trust. Any assets remaining after the satisfaction of any proper debts and liabilities shall be given or transferred to such other charitable institution or institutions having objects similar to the objects of the Trust as the members of the Trust may determine or failing that shall be applied for some other charitable purpose. A copy of the statement of accounts or accountants statement for the final accounting period of the charity shall be sent to the Charity Commissioners

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

SIGNED as a Deed by the said)
SIR NEIL COSSONS)
in the presence of :-)

W *Signature:*
I *Name:*
T *Address:*
N
E
S
S *Occupation:*

SIGNED as a Deed by the said)
STUART SMITH)
in the presence of :-)

W *Signature:*
I *Name:*
T *Address:*
N
E
S
S *Occupation:*