

THE GUERNSEY SOCIETY FOR  
CANCER RELIEF TRUST

COLLAS DAY & ROWLAND

# THE GUERNSEY SOCIETY FOR CANCER RELIEF TRUST

By:

**THE FOUNDER  
TRUSTEES:**

1. MRS. J. M. BULSTRODE
2. CANON M. C. MILLARD
3. MISS N.C. MOORE
4. MRS. M.E. LEMON
5. MRS. J.E. GILLETT
6. MRS. H.P. ALDWELL
7. DR. P.A.F. RILEY
8. DR. N.A.F. PALUCH
9. WING COMMANDER K. BICHARD,  
O.B.E.
10. MR. J.G. PARSONS
11. ADVOCATE M.J.S. EADES
12. ADVOCATE P.J.G. ATKINSON
13. MR. J.K. PIKE

COLLAS DAY & ROWLAND  
ADVOCATES  
MANOR PLACE  
ST. PETER PORT  
GUERNSEY.

THIS DECLARATION OF TRUST is made the twenty-ninth day  
of May One thousand nine hundred and ninety-six

By

1. **JACQUELINE MARIE BULSTRODE**, of "Neuf Courtil", Les Mourants in the Parish of Saint Andrew;
2. **CANON MURRAY CLINTON MILLARD**, of "St. Stephen's Vicarage", de Beauvoir in the Parish of Saint Peter Port;
3. **NANCY CATHERINE MOORE**, of "Heathfield", Belmont Estate, King's Road in the said Parish of Saint Peter Port;
4. **MAVIS AVERIL LEMON**, of "Primavera", Rue de St. Pierre in the Parish of Saint Peter's;
5. **JACQUELINE EVE GILLETT**, of "Bellieuse Farm" in the Parish of Saint Martin;
6. **HILDA PATRICIA ALDWELL**, of "Birch Tree Cottage", Rue St. Pierre in the Parish of Saint Saviour's;
7. **DR. PAUL ADRIAN FRASER RILEY**, of "Le Pommier", Rue des Bordes in the said Parish of St. Saviour's;
8. **DR. NICHOLAS ANTHONY FLEETWOOD PALUCH**, of "La Gallie", Rue de la Gallie in the said Parish of St. Peter's;
9. **WING COMMANDER KEITH BICHARD, O.B.E.**, of "Little Acre", L'Epinel in the Parish of the Forest;
10. **JOHN GEORGE PARSONS**, of "Les Murailles", Ville Baudu in the Parish of the Vale;
11. **ADVOCATE MICHAEL JOHN SEYMOUR EADES**, of "Les Jaonnets", Rue des Boulains in the said Parish of Saint Saviour's;
12. **ADVOCATE PETER JOHN GRANVILLE ATKINSON**, of "Woodcote", Blanches Pierres Lane in the said Parish of Saint Martin; and
13. **JOHN KENNETH PIKE**, of "Hacienda", Rue du Marais, L'Anresse in the said Parish of the Vale.

(hereinafter called "the Founder Trustees")

## WHEREAS

1. The Guernsey Society for Cancer Relief ("the Society") is an association of members which was first established in or about 1984.
2. The Founder Trustees are members of the Executive Committee of the Society.
3. The Executive Committee of the Society have resolved to establish a trust to accept and hold monies and other assets in the furtherance of charitable objects which are the same as the objects of the Society.
4. The Founder Trustees have agreed that if the Society should be dissolved, they would accept as additions to the Trust Fund of the Trust the monies and other assets of the Society.

**NOW THEREFORE THIS DEED WITNESSETH** as follows:-

### 1. TITLE

A trust is hereby established to be known as "The Guernsey Society for Cancer Relief Trust".

### 2. DEFINITIONS

In this Deed the following terms, where the context so admits, shall have the following meanings:-

- |                  |   |
|------------------|---|
| "the Auditor"    | means the Honorary Auditor of the Trust;  |
| "the Secretary"  | means the Honorary Secretary of the Trust;  |
| "the Treasurer"  | means the Honorary Treasurer of the Trust;  |
| "the Trust"      | means the charitable trust established by this Deed;  |
| "the Trustees"   | means the Founder Trustees or other trustees for the time being hereof;   |
| "the Trust Fund" | means:  |
|                  | (a) the sum specified in the Schedule hereto;   |
|                  | (b) all money, investments and property paid or transferred to and accepted by the Trustees as additions to the Trust Fund; and |
|                  | (c) the investments and property from time to time representing such.   |

### 3. OBJECTS

The objects of the Trust are to hold assets in trust and to apply the same in the furtherance of the following charitable objects:-

- (a) to assist cancer sufferers by grants of cash or kind;
- (b) to further cancer education and training;
- (c) to engage in any activities whatsoever which may lessen the sufferings of cancer patients and their families.

#### 4. TRUSTS

The Trustees shall hold the capital and income of the Trust Fund upon trust to apply the same from time to time as they in their entire discretion see fit for the foregoing charitable objects in the Bailiwick of Guernsey.

#### 5. TRUSTEES' POWERS

For the purposes of this Deed the Trustees shall have the powers exercisable from time to time as the Trustees may think fit in the furtherance of or in connection with the objects of the Trust, that is to say:-

- (a) to collect, or to cause or allow to be collected in the name of the Trust, donations (whether periodical or otherwise) to further the said charitable objects;
- (b) to accept donations on any special trusts for the said charitable objects in the Bailiwick of Guernsey so that every donation so accepted shall be held subject to the terms and conditions of the gift, which special trusts shall be accepted only if in written form and if accepted by the Trustees;
- (c) to employ contractors as and when necessary at the expense of the Trust to carry out all and any work in furtherance of the charitable objects of the Trust;
- (d) to acquire realty or personalty by purchase, donation, lease, licence, hire or otherwise and to sell, donate, exchange, lease, sub-let, hire out, charge or otherwise deal with any such property;
- (e) to take on loan or licence any items offered to the Trust upon such terms as the Trustees shall in their absolute discretion deem appropriate, with power also to offer trust property on loan or licence to such organisations or bodies as the Trustees may from time to time see fit;

- (f) to acquire investments in the name of any body corporate or other person as nominee for the Trustees whenever the Trustees deem it appropriate or convenient so to do;
- (g) to open and maintain bank accounts, to borrow monies, to guarantee debts and to give indemnities and to assign, pledge, charge, mortgage or otherwise encumber, either in the Bailiwick of Guernsey or elsewhere, the whole or any part of the Trust Fund by way of security for any borrowing, indemnity or guarantee or other obligation made, given or incurred by the Trustees in connection with the Trust;
- (h) to invest monies, investments or other property comprising the Trust Fund as the Trustees may in their absolute discretion think fit, whether realty or personalty of whatsoever nature and wheresoever situate, and either to permit the same to remain as invested or to sell or convert into money all or any such investments and with power in their absolute discretion from time to time to vary or transpose any such investments;
- (i) to employ agents instead of acting personally at the expense of the income or capital of the Trust Fund, whether attorneys, advocates, accountants, brokers, bankers, consultants, trust companies or other agents, without being responsible for the default of any such agent if employed in good faith;
- (j) from time to time to make regulations and to amend or revoke such regulations or to make additional regulations for the conduct of their business, including the summoning and conduct of meetings and maintenance of records as they shall see fit;
- (k) to appoint an Auditor, Secretary and Treasurer and to also appoint such assistant officers as they may consider from time to time be expedient;
- (l) to defray out of the capital or income of the Trust Fund, the expenses of administering the Trust including, inter alia, the cost of auditing the same and the cost of any appeals for contributions to the Trust.

## 6. **INSURANCE AND EXPENSES**

The Trustees:-

- (a) may from time to time out of the Trust Fund effect and maintain such insurance policies as they shall reasonably deem fit to insure any Trust Property;

- (b) may reimburse themselves out of the Trust Fund all reasonable costs and charges by way of out of pocket expenses only reasonably incurred by them in or incidental to the administration of the Trust, but shall not be entitled to any other remuneration whatsoever.

## 7 APPOINTMENT AND RETIREMENT OF TRUSTEES

- (i) The power of appointing new or additional Trustees shall be vested in the surviving or continuing Trustees for the time being (excluding any retiring Trustee).
- (ii) The maximum number of Trustees shall be Fifteen and in the event of the number of Trustees falling below Seven as a result of resignation or death, the Trustees shall immediately nominate an additional Trustee or Trustees in order to restore the number of Trustees to not less than Seven. Pending any such appointment, the remaining Trustees shall be able validly to act as if such vacancy did not exist.
- (iii) Whenever a new Trustee is so appointed, a memorandum of his appointment shall be prepared and signed by the continuing Trustees and appended to the Trust Deed.
- (iv) Every new Trustee shall, before acting in the trusts of this Deed, sign a declaration of acceptance and willingness to act in the trusts hereof and such other documents as the legal adviser to the Trust shall deem necessary.
- (v) A Trustee may resign from office by notice given in writing to the continuing Trustees addressed to the Secretary, such notice to expire on a date not less than thirty days after such notice shall be tendered.
- (vi) A Trustee who is unable or unwilling to act for a continuous period of six months shall be deemed to have resigned as a trustee hereof and such resignation shall be effective from the date upon which there shall be posted to him at his last known address, a notice in that behalf signed by the continuing Trustees.

## 8 TRUSTEES' INDEMNITY

- (i) In the execution of the trusts and powers hereof no Trustee shall be liable for any loss to the Trust Fund arising in consequence of the failure or depreciation or loss of any investments made in good faith or by reason of any mistake or omission made in good

faith or of any other matter or thing except wilful and individual fraud and wrongdoing on the part of the Trustee who is sought to be made liable.

- (ii) The Trustees shall not be bound or required to interfere in the management or conduct of the business of any company, any shares or securities of which form part of the Trust Fund, although holding the whole or a majority or a substantial proportion of the shares carrying the control of the Company but so long as the Trustees shall have no notice of any act of dishonesty or misappropriation of moneys on the part of the directors having the management of such company, the Trustees may leave the conduct of its business (including the payment or non-payment of dividends) wholly to such directors and shall not be under obligation to take steps to remove directors who may recommend any retention and the Trustees may cause or permit any company to retain its income undistributed notwithstanding that the effect of such retention may be to benefit those interested in capital at the expense of those interested in income.

## 9 RESOLUTIONS

- (i) Any decision of the Trustees shall (until the Trustees shall otherwise unanimously resolve) be valid if passed:-
- (a) at a meeting of the Trustees properly constituted by notice in writing at which not less than Seven Trustees are present; and
  - (b) if a majority of the Trustees present at a meeting as aforesaid vote in favour thereof.
- (ii) Any bank mandate and any other document of the Trust may, unless the Trustees otherwise resolve, be executed by any two Trustees nominated by the Trustees so to do and may appoint one or more of the Trustees as sole signatory or signatories on behalf of the Trust.

## 10. ACCOUNTS

- (i) The Trustees shall provide books of account in which the Treasurer shall keep all proper accounts of all money received and paid respectively by or on behalf of the Trustees for the purposes of this Deed.

(ii) The Treasurer shall be responsible for the proper keeping of the accounts of the Trust and shall have power to give receipts for all monies received by him for the account of the Trust and shall deal with the funds of the Trust in accordance with the instructions of the Trustees.

#### 11. SECRETARY AND MINUTES

- (i) The Secretary (or her nominee) shall attend all meetings of the Trustees and shall keep minutes thereof.
- (ii) Minutes of all meetings of the Trustees shall be kept in a book provided for that purpose. At a meeting of the Trustees the Minutes of their last meeting shall be read and, if confirmed by such meeting, be signed by the person appointed as Chairman of such meeting.

#### 12 FINANCIAL YEAR

- (i) The financial year of the Trust shall end on the thirty-first day of December; the first financial period shall end on the thirty-first day of December 1996.
- (ii) The accounts of the Trust shall be presented by the Treasurer to an Annual General Meeting of the Trustees, the first such Accounts to be presented at the Annual General Meeting in the calendar year 1997.
- (iii) The accounts of the Trust shall be audited by the Honorary Auditors appointed annually by the Trustees and the Trustees shall appoint the first Honorary Auditors within three months of the date hereof.

#### 13. DISSOLUTION

Dissolution of the Trust may only take place at a meeting of the Trustees specially convened for the purpose of considering the dissolution of the Trust:-

- (i) not less than forty days' notice to the Trustees shall be given of such meeting; and
- (ii) any decision to dissolve the Trust shall require a vote of not less than three-quarters of the Trustees present at any such meeting.

In the event of a decision being taken to dissolve the Trust:-

- (i) the assets of the Trust, after payment of any liabilities, shall be applied by the Trustees to or for such lawful charitable objects for the relief of suffering or illness in the Bailiwick of Guernsey as the Trustees may in their absolute discretion by simple

majority vote resolve, and the receipt and confirmation of the charitable application of assets given by the Treasurer of any such lawful charitable object or objects shall be a sufficient discharge for the Trustees;

- (ii) items on loan to the Trust shall be returned to their respective owners or dealt with as may reasonably be directed by their respective owners at the cost of such owners.

**14. CHANGES TO THE TRUSTS**

The Trustees shall have power from time to time by deed, but only by unanimous decision, to declare additions or variations to the objects, trusts, powers and provisions of this Deed as may be considered necessary or desirable to ensure that the charitable trusts declared in this Deed shall be performed and fulfilled provided always that such additions or variations shall only be valid if such additions or variations will not prejudice the charitable status of the Trust in the Island of Guernsey.

**15. GOVERNING LAW**

This charitable trust is established under the laws of the Island of Guernsey and the proper law of this Trust shall be the law of the Island of Guernsey, which said Island shall be the forum for the administration thereof.

**IN WITNESS WHEREOF** the Founder Trustees have hereunto set their hands the day and year first above written.

**SCHEDULE**

Ten Pounds (£10)

**SIGNED** by the said  
**JACQUELINE MARIE BULSTRODE**  
in the presence of:

*Jacqueline M. Bulstrode*

SIGNED by the said  
CANON MURRAY CLINTON MILLARD  
in the presence of

*Murray C. Millard*

SIGNED by the said  
NANCY CATHERINE MOORE  
in the presence of:

*N. C. Moore*

SIGNED by the said  
MAVIS AVRIL LEMON  
in the presence of:

*Mavis A. Lemon*

SIGNED by the said  
JACQUELINE EVE GILLETT  
in the presence of:

*J. E. Gillett*

SIGNED by the said  
HILDA PATRICIA ALDWELL  
in the presence of:

*Hilda Patricia Aldwell*

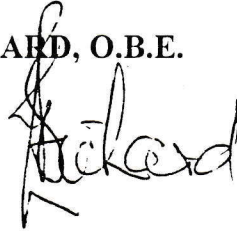
SIGNED by the said  
PAUL ADRIAN FRASER RILEY  
in the presence of:

*Paul Riley*

SIGNED by the said  
NICHOLAS ANTHONY FLEETWOOD PALUCH  
in the presence of:



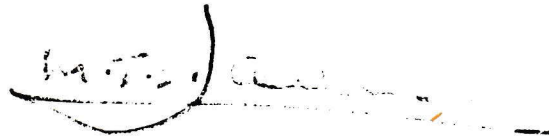
SIGNED by the said  
WING COMMANDER KEITH RICHARD, O.B.E.  
in the presence of:



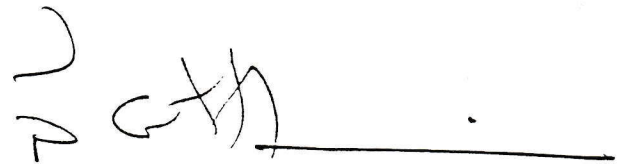
SIGNED by the said  
JOHN GEORGE PARSONS  
in the presence of:



SIGNED by the said  
MICHAEL JOHN SEYMOUR EADES  
in the presence of:



SIGNED by the said  
PETER JOHN GRANVILLE ATKINSON  
in the presence of:



SIGNED by the said  
JOHN KENNETH PIKE  
in the presence of:

