

on call

DATED 3<sup>RD</sup> JULY, 1991

The heretofore certified this to be a true and complete copy of the original trust deed, Payne Hicks Beach 19 July 1991

**RECEIVED**  
29 JUL 1990  
**CHARITY COMMISSION**

D.J. COOPER ESQ. (1)

- and -

D.J. COOPER ESQ. and Others (2)

CHARITABLE TRUST

- relating to -

"The Congelow Organic Educational Charitable Trust"

Payne Hicks Beach,  
10 New Square,  
Lincoln's Inn,  
London WC2A 3QG

T H I S CHARITABLE TRUST is made and delivered on third  
\_\_\_\_\_ the July day  
of One thousand nine hundred and ninety-one

B E T W E E N DONALD JAMES COOPER of Congelow House Benover Road  
Yalding Kent ("the Settlor") of the one part and THE SETTLOR MARIE  
BEATRIX COOPER of the same address GRAHAM STEPHEN BROWN of 10 New  
Square Lincoln's Inn London WX2A 3QG Solicitor WILLIAM BLAIKIE  
SHAFTO WASS of 180 High Street Tonbridge Kent Solicitor DANE STEPHEN  
JONATHAN MAW of 53 Madeira Park Tunbridge Wells Kent Doctor ALAN  
GEAR of the National Centre for Organic Gardening Ryton-on-Dunsmore  
Coventry CV8 3LG and MARK ENSOLL of Agriculture House Knightsbridge  
London SW1 (together "the Trustees" which expression shall where the  
context so admits include the trustee or trustees for the time being)  
of the other part

W H E R E A S :-

(A) The Settlor wishes to make this trust and has paid or transferred  
to the Trustees or otherwise placed under their control the property  
specified in the Schedule to be held by them on the trust hereof and  
from time to time further monies investments or other property may be  
paid or transferred to the Trustees by way of addition

(B) It is intended that this Trust shall be irrevocable

N O W THIS DEED IRREVOCABLY W I T N E S S E S as follows :-

Title

1. THE Charity hereby constituted shall be called "the Congelow Organic Educational Charitable Trust" and is herein referred to as "t Charity"

Interpretation

2. IN this Deed the following expressions have the following meanings :-

(a) "the Trust Fund" means :-

- (i) the property specified in the Schedule
- (ii) all monies investments or other property hereinafter paid or transferred by any person or persons to or so as to be under the control of and (~~in~~ either case) accepted by the Trustees as additions to the Trust Fund
- (iii) all accumulations (if any) of income directed to be held as an accretion to the capital of the Trust Fund
- (iv) the monies investments and property from time to time representing the said monies investments property additions and accumulations

(b) "Charitable" shall mean charitable according to the law of England and Wales

(c) (i) "the Founder" means :-

(aa) the Settlor after whom

(bb) such other person or persons appointed pursuant to the power contained in Clause 10 and subject to and in default of any such appointment

(cc) the Trustees

(ii) where the office of Founder is vested in more than one person any powers shall be exercised or directions given jointly

Objects

3. THE Trustees shall hold the capital and income of the Trust Fund  
UPON TRUST :-

(a) to apply the income and all such part or parts of the capital for or towards such charitable purposes and to make donations to such charitable institution or institutions at such time or times and in such manner as the Trustees may in their absolute discretion think fit Provided that the Trustees may in their absolute discretion for the period of twenty-one years from the date of this Deed instead of applying the

income of the Charity in any year accumulate all or any part of such income at compound interest by investing the same and the resulting income in any of the authorised investments and hold the same as an accretion to and as part of the capital of the Charity without prejudice to the right of the Trustees to apply the whole or any part of such accumulated income in any subsequent year as if the same were income of the Charity arising in the then current year

- (b) without prejudice to the generality of the foregoing the objects of the Charity shall be to advance the education of the general public in the principles of organic farming growing and gardening in particular by carrying out or assisting in carrying out research into agriculture and land estate management in relation to organic farming and publishing the useful results of such research

Trust for Sale

4. THE Trustees shall hold any freehold or leasehold property accepted as an addition to the property of the Charity or otherwise subject to these trusts UPON TRUST to sell the same subject to any necessary consents (with power at the discretion of the Trustees to postpone such sale for such period as the Trustees shall think fit) and to hold the net proceeds of sale and the net rents and profits until sale upon these trusts

Investment power

5. MONEY to be invested may be applied or invested in the purchase

of or at interest upon the security of such shares stocks funds securities land buildings chattels or other investments or property of any nature and in any part of the world and whether involving liabilities or producing income or not as the Trustees shall in their absolute discretion think fit to the intent that the Trustees shall have the same powers in all respects as if they were absolute owners beneficially entitled

Further Powers

6. IN furtherance of the charitable objects but not further or otherwise the Trustees shall have the following additional powers :-

- (a) to construct maintain improve or alter any buildings or works (so far as necessary for carrying out the purposes of the Charity) on land comprised in the Trust Deed
- (b) (subject to the restrictions imposed on the Trustees by Section 29 of the Charities Act 1960 or otherwise) to sell lease demise let license and generally manage and deal with any land or buildings or interest therein in such manner as the Trustees shall think fit
- (c) to borrow money subject to such consents as may be required by law on such terms as to interest repayment or otherwise as the Trustees may think fit without security or (subject as aforesaid) upon the security of the whole or any part or parts of the Trust Fund and to use such money so borrowed for any purpose for which capital of the Trust Fund may be used

- (d) to appeal for and accept donations subscriptions covenants sponsorships and legacies to be held on trust for the purposes of the Charity or any of them provided that the Trustees shall not undertake any permanent trading activities in raising funds for the charitable objects hereof
- (e) to make regulations for the management of the Charity and for the conduct of the business of the Trustees and from time to time to amend such regulations
- (f) to delegate to any person who is in the opinion of the Trustees qualified for that purpose the management of any land comprised in the Trust Fund or the making and changing of investments of the Trust Fund provided that such person shall give to the Trustees a full and prompt account of such activities concerning the Trust Fund
- (g) to employ any person firm or company not being a Trustee to manage or assist in managing the Trust Fund upon such reasonable terms as the Trustees think fit and to pay a secretary and other such officials or staff not being a trustee as the Trustees may in their discretion from time to time determine and to enter into agreements and to fix such reasonable salaries as the Trustees may deem proper and to enter into any service agreements which they shall consider to be necessary including power to determine any such employment upon such terms as the Trustees may decide and to make all reasonable and necessary provisions for the payment

of pensions and superannuation to or on behalf of employees  
and their widows or widowers and dependants

- (h) to apply capital or income in insuring any buildings or other property to their full value
- (i) to arrange for the accounts of the Charity to be audited annually by a qualified accountant at the expense of the Trust Fund
- (j) to implement decisions of the Trustees reached informally provided that such decisions are ratified at the next or subsequent meeting of the Trustees
- (k) to do all such lawful acts or things as shall further the attainment of the objects of the Charity and so far as may be necessary to do such acts or things in collaboration with any person body institution authority or otherwise provided that no part of the Trust Fund shall be used or applied for a non-charitable purpose
- (l) when making grants of any funds to any charitable organisation or charitable institution to accept as a good discharge in respect of any such funds the receipt of the treasurer or secretary or other authorised officer for the time being of such charitable organisation or charitable institution

(m) in respect of any property subject to the trusts hereof to vest the same in any corporation or any other person or persons (whether or not being one or more of the Trustees) as nominee or nominees for the Trustees

(n) to alter the name of the Charity by deed

Additional Administrative Clauses

7. IN furtherance of the foregoing objects but not further or otherwise the Trustees shall have the following additional powers and duties :-

- (a) to purchase hire take on loan exchange or otherwise acquire any property or interest therein ("the exhibition items") for use or exhibition or preservation with power for the Trustees to exhibit them at such place or places as the Trustees may decide
- (b) to restore preserve maintain and assist in maintaining the exhibition items and their appurtenances fixtures and fittings
- (c) to make available to the public historical artistic scientific and other relevant information appertaining to the Charity by means of publications exhibitions lectures or by any other suitable means
- (d) to make such charges as the Trustees consider reasonable for

the admission of the general public to any buildings or land held by the Trustees

- (e) to provide and charge for refreshment transport and other facilities and services to the general public gaining admission to any building or land held by the Trustees provided that the Trustees shall only provide the same if they are in support and in furtherance of the objects of the Charity
- (f) to provide retail outlets within any building on land held by the Trustees for use by the general public but only if the same are in support and in furtherance of the objects of the Charity and provided the whole profits thereof less reasonable expenses are applied to such objects
- (g) to commission promote publish distribute and sell books plans pamphlets facsimiles photographs models and other publications of every description provided that the same are in support and in furtherance of the objects of the Charity
- (h) to provide promote sponsor and organise lectures discussions exhibitions recitals concerts and other like events in any buildings or land held by the Trustees but only provided the same are in support and in furtherance of the objects of the Charity and do not interfere with the general public's enjoyment thereof

- (i) to promote research and to publish the useful results of such research
- (j) to make contributions as they may think fit or otherwise to assist (and whether out of capital or income) towards the objects or expenses of any charitable trust institution or body having objects similar to those declared in this Deed
- (k) to provide funds and to make or join in the making of any administrative provisions that the Trustees may deem necessary for the initiation and sponsoring of new charitable projects of study and research relating to the objects of the Charity including the provision of a contribution towards the costs of acquiring any land or buildings or objects or erecting furnishing and otherwise equipping any buildings which may be required for such projects
- (l) to make rules and regulations consistent with these trusts for the management and government of these trusts for the administration of the Trust Fund for the admission of members of the general public to any property or land held by the Trustees and for matters connected therewith respectively as the Trustees shall in their discretion think fit and from time to time add to amend vary or revoke or replace any such rules and regulations but so that nothing in this sub-clause shall authorise any application of any part of the Trust Fund or its income otherwise than in conformity with these trusts or for any purpose which is not an exclusively charitable

purpose

Costs

8. THE Trustees shall pay out of the capital or income of the Trust Fund all costs of and incidental to the creation of the Charity

Power to Trade

9. (a) IN furtherance of the above-mentioned objects but not further or otherwise the Trustees shall have power to trade or take part in any venture in the nature of trade whether solely or jointly with any other person and whether or not by way of partnership (limited or general) and for these purposes make such arrangements as they shall in their absolute discretion think fit and may delegate any exercise of this power to any one or more of their number or to a company or partnership formed for this purpose provided that nothing in this Clause shall empower the Trustees to undertake any permanent trading activities in raising funds for the above-mentioned charitable objects

(b) Any power vested in the Trustees under this Settlement shall (where applicable) extend to any arrangements in connection with any such trade or venture and in particular but without prejudice to the generality of the above the Trustees' powers of borrowing and charging shall extend to any borrowing arrangements made in connection with such trade or venture and whether made severally or jointly with others or with unequal liability

New Founder

10. (a) THE Founder shall cease to be the Founder on death if an

individual or on dissolution if a corporation or in either case on becoming unable or unfit to act or on an appointment under sub-clause (c) coming into effect

(b) The power of appointing a person or persons to succeed the Founder shall be vested in the Founder for the time being

(c) An appointment may be made by deed (in which case it may be irrevocable or revocable but only until the appointment takes effect) or by Will or Codicil and in that case and where the power is vested in more than one person by the Will or Codicil of the last survivor of such persons

(d) An appointment may be made to take immediate effect or at some future time or on the happening of some event

#### New Trustees

11. (a) THE power of appointing new trustees of the Charity shall be vested in the Founder

(b) A new trustee or new trustees may be appointed at any time (either by way of replacement or addition) but so that the total number of Trustees shall at no time exceed eight

#### Trust benefit

12. THE income and property of the Charity shall be applied solely in furtherance of the above-mentioned objects and no portion of such income and property shall be paid or transferred to any trustee

provided that nothing shall prevent any repayment in good faith by the Charity :-

(a) of reasonable and proper remuneration to any employee of the Charity not being a trustee for any work done for the Charity

(b) of reasonable out-of-pocket expenses to any trustees such expenses having been properly incurred in the administration and management of the Charity

Custodian trustee

13. THE Trustees shall have power to appoint as custodian trustee any corporation empowered so to act upon such terms as they shall think fit and may transfer the whole or any part of the Trust Fund to or under the control of such custodian trustee provided that the remuneration payable to such corporation shall in no case exceed what is provided for below

Voting

14. A decision of the majority of the Trustees present and voting at any duly constituted meeting thereof shall be valid and binding on all the Trustees

Trustees' responsibility as shareholder

15. THE Trustees shall not be bound to interfere in the management or conduct of the business of any company British or foreign the shares or securities of which comprise the whole or any part of the Trust Fund

Provided Always that where the Trustees' holding of such shares is sufficient to confer voting control of the company concerned the Trustees shall nevertheless from time to time obtain such information from the company as would be made available to a non-executive director to satisfy themselves (so far as may be possible from such information) that the affairs of the company are being properly managed and in the absence of any notice to the contrary the Trustees shall be at liberty to leave the conduct of its business (including the payment or non-payment of dividends) wholly to the directors

Trustee liability

16. IN the professed execution of these trusts and powers no trustee being an individual shall be liable for any loss to the Trust Fund arising by reason of any improper investment made in good faith (so long as he shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by him or by any other trustee hereof in good faith although the employment of such agent was not strictly necessary or expedient (provided reasonable supervision shall have been exercised) or by reason of any mistake or omission made in good faith by any trustee or by reason of any other matter or thing except wilful and individual fraud or wrongdoing or wrongful omission on the part of the trustee who is sought to be made liable

Professional charging clause

17. (a) ANY trustee other than the Settlor or any spouse of the settlor being a solicitor or other person engaged in any profession shall be entitled to charge and be paid all usual professional or other

Charges for work done by him or his firm when instructed by his co-trustees so to act in that capacity on behalf of the Charity hereby created

(b) Any trustee being a corporation appointed to act as a custodian trustee may act on its published terms and conditions in force from time to time provided that this shall not authorise payment for any act done or services rendered by any director or other officer of such corporation in a personal capacity and provided further that such a corporation acting as a custodian trustee shall not be permitted to charge in excess of the remuneration chargeable for the time being by the Public Trustee for acting as custodian trustee

Power to amend administrative provisions

18. IF at any time during the continuance of the Charity it shall appear to the Trustees that either by reason of changes in the law affecting the administration of charitable or this or other trusts or of changes in social scientific educational or political conditions or by reason of any defect or omission in the preceding provisions of this Deed it would conduce to the better administration of the trusts set up by this Deed that the Trustees should possess or be invested with any further or administrative powers which the Trustees by any deed or deeds revocable or irrevocable to supplement or alter or amend the provisions of this Deed to such an extent (but to such an extent only) as may in the opinion of the Trustees be requisite for the purpose of conferring on the Trustees such further or other administrative powers Provided Always that nothing in this Clause shall authorise or be deemed to authorise any departure from or modification of the primary

trust declared hereby or the application of any part of the Trust Fund or the income thereof otherwise than in conformity with the trusts hereinbefore declared or for any purpose which is not an exclusively charitable purpose

Power to wind up charity

19. IF at any time the Trustees are of the opinion that the purpose of the Charity can no longer be effectively carried out by them they shall wind up the Charity and after discharging the debts of the Charity out of the Trust Fund they shall transfer the remainder of the Trust Fund to such other charitable body or bodies having objects the same as or similar to the Charity as the Trustees shall select

Notices

20. NOTICES to be given to the Trustees shall be in writing and shall be sufficiently given if delivered to any one of the Trustees either personally or sent by first class post to the usual or last known address of such trustee (in which case they shall be assumed to have arrived on the next day)

Clause headings

21. THE Clause headings are included for reference only and do not affect the interpretation of this Settlement

Settlor exclusion

22. NOTWITHSTANDING anything to the contrary hereinbefore contained no discretion or power by this Deed conferred on the Trustees shall be exercised and no provisions of this Deed shall operate so as to cause

any part of the capital or income of the Trust Fund to become payable to or applicable for the benefit of the Settlor or any spouse of the Settlor or any person who shall contribute to the Charity or the spouse of any such person

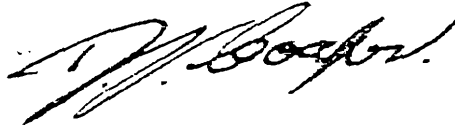
IN WITNESS of which the parties have duly executed this Deed which is delivered on the date first before written

THE SCHEDULE hereinbefore referred to

The sum of ONE HUNDRED POUNDS (£100)

SIGNED AS A DEED by the said )  
DONALD JAMES COOPER in the )  
presence of :- )

~~SH~~ (SARAH HORNE)  
78 GILLINGHAM ROAD  
GILLINGHAM  
KENT ME7 6EL  
SECRETARY.



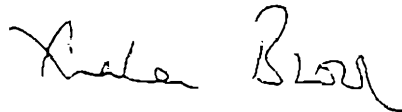
SIGNED AS A DEED by the said )  
MARIE BEATRIX COOPER in the )  
presence of :- )

M. B. Cooper

3 SHINGLE BARN FARM COTT.  
WEST FARLEIGH, KENT.

HOUSE WIFE

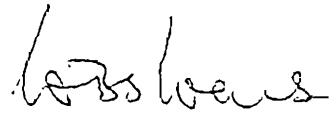
SIGNED AS A DEED by the said )  
GRAHAM STEPHEN BROWN in the )  
presence of :- )



Al Hums  
10 New Square  
Wickham's Inn  
London WC2  
Secretary.

SIGNED AS A DEED by the said )  
WILLIAM BLAIKIE SHAFTO WASS )  
in the presence of :- )

Rosemary E Faly  
130 High Street  
Tonbridge Kent  
Legal Secretary



SIGNED AS A DEED by the said )  
DANE STEPHEN JONATHAN MAW )  
in the presence of :- )

K. E. Dando  
KATHLEEN E. DANDO  
HAYES CROFT  
SKINNERS HILL  
CAMERTON. BATH

Company Secretary.  
SIGNED AS A DEED by the said )  
ALAN GEAR in the presence )  
of :- )

R Green  
MR R GREEN  
18A THE GROVE  
UPMINSTER  
ESSEX RM14 2ER  
General Manager.

SIGNED AS A DEED by the said )  
MARK ENSOLL in the presence )  
of :- )

MISS S. J. RUSSELL  
7 SPRING GROVE COTTAGES  
GOLDHURST ROAD  
MARDEN  
TONBRIDGE  
KENT TN12 9JU.  
SECRETARY

