

Conformed Copy Amended Founding Trust Deed

DATED 20 MARCH 1978

THE CECCHETTI SOCIETY TRUST

DECLARATION OF TRUST

THIS DECLARATION OF TRUST is made this twentieth day of March One thousand nine hundred and seventy-eight by DIANA BARKER of Anthonne Quakers Lane Potters Bar Hertfordshire Headmistress FRANCES BARBARA GEOGHEGAN of 36 The Ridgeway Golders Green London NW11 Dance Teacher IVOR FORBES GUEST of 5 Lincoln's Inn Fields London WC2A 3BT Solicitor PETER JAMES PEARSON of 36 Hilton Avenue London N12 Chartered Accountant and NORA WINIFRED SNELLING of 91 Sylvia Avenue Hatch End Middlesex Dance Teacher (hereinafter called "the Original Trustees").

WHEREAS

- (1) The Cecchetti Society was founded in 1922 to promote the study of classical ballet according to the method codified by or under the supervision of Enrico Cecchetti sometime Principal Teacher for the Imperial Ballet of St. Petersburg and the Diaghilev Ballet and Director of the School of Ballet at the Teatro alla Scala Milan.
- (2) The Cecchetti Society was in 1924 incorporated in the Imperial Society of Teachers of Dancing of which it is a branch.
- (3) Cash of Eight thousand two hundred and seventy-three pounds has been transferred to the Trustees to be held by them upon the trusts of this Deed and it is anticipated that further sums will be transferred from time to time to be held on the same trusts.

NOW THIS DEED WITNESSETH and it is hereby declared as follows:

1. IN this deed:
 - a) "The Society" means "The Cecchetti Society".
 - b) "The Trustees" means the Original Trustees and any other Trustees hereof who may hereafter be appointed and who may be an ex officio trustee under Clause 14 (b) hereof.
 - c) "the Trust Fund" means
 - (i) the sums already paid to the Trustees for the furtherance of the charitable objects more particularly set out in Clause 3 hereof;
 - (ii) all other donations given to the Trustees for like purposes;

(iii) all cash investments or property from time to time representing the same or any part thereof.

2. THE Trust hereby constituted shall be known as “the Cecchetti Society Trust”.

3.

a) THE Trust is established with the object of the advancement of education of the public in the art of classical ballet and in particular that art as perpetrated by the Cecchetti method of training. In furtherance of this object but not otherwise:

(i) the furtherance of the Cecchetti method of training;

(ii) holding classes or courses in classical ballet;

(iii) organising conferences and seminars on teaching methods;

(iv) the publication of educational literature on ballet.

b) IN giving effect to the foregoing objects the Trustees shall (without prejudice to the powers and discretions conferred upon them by this deed) work in consultation with the Committee of the Society.

4.

a) THE Trustees shall stand possessed of the Trust Fund Upon Trust to apply the annual income thereof in the furtherance of the objects of the Trust as are more particularly set out in Clause 3 hereof in such manner in all respects as the Trustees shall from time to time in their absolute discretion think fit.

b) PROVIDED that the Trustees may at the like discretion at any time or times during the period of twenty-one years from the date hereof accumulate the whole or any part or parts of such annual income in the way of compound interest by investing the same and the resulting income thereof in any manner hereinafter authorised and any accumulations so made shall be held as an accretion to and as one fund for all purposes with the capital of the Trust Fund but so nevertheless that the Trustees may at any time or times apply such accumulations or any part thereof in like manner as if they were income arising during the then current year.

5. THE Trustees shall also have the power at any time or times in their absolute discretion if they so determine to pay or apply the whole or any part or parts of

the capital of the Trust Fund in any manner in which they are authorised to pay or apply the income thereof.

6.

a) NO property which involves the holder of owner thereof in any personal liability shall at any time become the subject to the trusts powers and provisions of this deed without the consent of every person who shall at that time be a trustee hereof.

b) The Trustees shall have the power to decline to accept any property as an accretion to the Trust Fund.

c) In furtherance of the objects hereinbefore declared the Trustees shall have power to accept and hold and administer property on and subject to any special trusts (being charitable trusts falling within the general scope of the said objects or any of them) and with and subject to any special powers and provisions.

7. THE Trustees shall be entitled to retain any property or investments from time to time comprised in the Trust Fund in its or their then existing state or condition for so long as the Trustees (without being liable to account) shall think fit but the Trustees shall have power at their discretion (subject to such if any consents as may be required by law) to sell and call in the same or any part thereof and convert the same into money.

8. TRUST moneys may be invested or laid out in the names or under control of the Trustees in the purchase of or at interest upon the security of such stocks funds shares securities or other investments or property real or personal of whatsoever nature and wheresoever situate and whether involving liability or not and whether producing income or not as the Trustees shall in their absolute discretion think fit to the intent that the Trustees shall have the same full free and unrestricted powers of investing and of laying out of moneys and (subject to such if any consents as may be required by law) of changing investments in all respects as if they were absolutely entitled to the Trust Fund beneficially and without prejudice to the generality of the foregoing the Trustees may hold any moneys required to be invested hereunder on deposit with any Bank in the United Kingdom without limitation of time and in the purported exercise of the powers contained in this clause the Trustee shall not be liable for any loss to the Trust Fund arising from any investment purchase or other transaction made or carried out in good faith.

9. FOR the purpose of carrying out and promoting the objects of the Trust the Trustees shall have the power at their discretion:
- a) to purchase or otherwise acquire any land (of any tenure) or chattels;
 - b) to exercise in respect of any property subject to the trusts hereof (subject to such if any consents as may be required by law) all the powers of management and exploitation of a beneficial owner absolutely entitled (including in particular and without prejudice to the generality of the foregoing expressions all the powers of sale leasing accepting surrenders of leases building improvement repair and insurance of such an owner);
 - c) to enter into contracts and borrow money;
 - d) (subject to such if any consents as may be required by law) to raise by mortgage or charge of any of the property subject to the trusts hereof such moneys as the Trustees may think fit and to treat the money so raised in like manner in all respects as if it were money forming part of the Trust Fund;
 - e) to appoint employ and remunerate a secretary and such officers clerks advisers agents and other employees as the Trustees may consider necessary or desirable for attaining or carrying out the said objects or administering the Trust Fund (but so that none of the Trustees shall whilst in office ever receive remuneration from the Trust Fund);
 - f) subject to the terms of any contract to dismiss any such person as aforesaid;
 - g) to make issue advertise organise authorise or otherwise assist any appeals for grants donations and subscriptions to the Trust Fund and to pay the expenses of and incidental to any such appeal or proposed appeal;
 - h) to raise or to seek to raise money for the purpose of the Trust Fund by such lawful means as may be thought fit;
 - i) to collect donations (whether periodical or otherwise);
 - j) to accept donations on any special trusts in connection with the objects of this deed so that every donation so accepted shall be subject to the terms and conditions of the gift;
 - k) to circulate reports and accounts relating to the Trust Fund or to the Society amongst donors subscribers and others;

- l) to open and operate any bank accounts in the name of the Trust at such bank or banks as they shall from time to time decide provided that all cheques and orders for the payment of money shall be signed by at least two Trustees;
- m) generally to manage and to conduct the business of the Trust Fund;
- n) for the purposes aforesaid to make any outlay of the capital or income of the Trust Fund;
- o) to retain and reimburse themselves out of the Trust Fund or income thereof all costs charges and expenses incurred in the administration of the trusts hereof or in relation thereto;
- p) to take out any insurance policies as may be required to carry out the objects of the Trust and apply such part of the income of the Trust Fund as may be required for payment of premiums.

10.

- a) THE Trustees may meet together for the dispatch of business adjourn and otherwise regulate their meetings as they may find necessary and think fit and may determine the quorum necessary for the transaction of business PROVIDED that a meeting of the Trustees shall be held at least once every fifteen months;
- b) The Trustees shall appoint a Chairman from among their number at their First Meeting and their first meeting after the First day of January in every second year thereafter and such Chairman shall continue in office for two years or until the First Meeting of the Trustees after the first day of January two years after the year of his appointment whichever period shall be the longer. A retiring Chairman shall be eligible for reappointment. The Chairman may at any time be removed from office by a resolution carried by a majority of the Trustees at a properly convened meeting;
- c) If at any meeting of the Trustees the office of Chairman is vacant or the Chairman is not present within five minutes after the time appointed for holding the meeting the Trustees present may choose one of their number to be the Chairman of that meeting;
- d) In addition the Trustees may delegate any of their powers duties and discretions to any committee consisting of or including any two or more of their number (with or without the addition of other persons not being Trustees but appointed by them or co-opted with their leave by the committee of the

Society) as the Trustees may think fit any any such committee shall in the exercise of the matters delegated conform to any regulations that may be imposed by the Trustees and its actions and proceedings shall be reported to and be confirmed by the Trustees in accordance with the principle delegatus delegare non potest;

- e) Unless and until otherwise determined by the Trustees:
- (i) three trustees shall form a quorum at any meeting of the Trustees and any such meeting at which a quorum is present shall be competent to exercise by a majority all or any of the powers vested in the Trustees generally;
 - (ii) any one of the Trustees may at any time convene a meeting of the Trustees;
 - (iii) questions arising at any meeting of the Trustees or any committee of the Trustees shall be decided by a majority of votes and in case of an equality of votes the chairman of the meeting (if any) shall have a second or casting vote;
 - (iv) notice of every meeting of the Trustees shall be delivered or sent by post to each of the Trustees (other than a Trustee for the time being not in the United Kingdom) in accordance with the provisions of Section 33 of the Charities Act 1960 so that the same is delivered seven clear days before the date of the meeting;
 - (v) every such notice of a meeting shall state the place day and hour of the meeting and the business to be transacted thereat.

11. 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:

- a) the keeping of account records for the Trust;
- b) the preparation of annual statements of account for the Trust;
- c) the auditing or independent examination of the statements of account of the Trust;
- d) the preparation of an annual report;
- e) the preparation of an annual return and;
- f) the transmission of the statements of account, the annual report and the annual return to the Charity Commissioners.

12. THE Trustees may appoint a Patron of the Trust.

13.

- a) THE power of appointing new trustees of the Trust shall be vested in the surviving or continuing trustees for the time being (excluding any retiring trustee) who shall by resolution nominate the person or persons to be appointed the new trustee or trustees;
- b) For the purpose of giving effect to such nomination the Chairman of the Trustees is hereby nominated as the person to appoint new trustees of the Trust within the meaning of section 36 of the Trustee Act 1925 and he shall by deed duly appoint the person or persons so nominated by the Trustees as the new trustee or trustees of the Trust and the provisions of the Trustee Act 1925 shall apply to any such appointment. Any statement of fact in any such deed of appointment shall be conclusive evidence of the fact so stated in favour of a person dealing bona fide and for value with the Trust;
- c) Each new trustee of the Trust shall be appointed for an initial term of 5 years and each such trustee may opt by written notice to the Chairman of the Trustees before the expiry of the initial term to extend the said term by a further 5 years.

14.

- a) THE number of Trustees shall not be more than nine nor less than three;
- b) The Chairman for the time being of the Committee of the Society shall be a trustee of the Trust ex officio;
- c) A Trustee may retire by writing under his hand and such retirement shall be recorded in the Trustees' minute book (and such record shall be conclusive evidence of the retirement);
- d) The Trustees may at any time cause the whole or any part of the Trust Fund to be held in the name or names of not less than two individual persons (including if thought fit any two or more of themselves) or an incorporated body as nominee or nominees on behalf of the Trustees and may pay any expenses in connection there with out of the capital or income of the Trust Fund as may be proper;

- e) Without prejudice to the generality of the last preceding power the Trustees may at any time or times cause the whole or any part of the Trust Fund to be vested in the Official Custodian Trustee upon such terms as to remuneration and otherwise as the Trustees may in their discretion think fit;
 - f) A Trustee who is a member of the committee of the Society shall in no way be disqualified or disabled in that capacity from joining in the exercise of the Trustees powers and discretions hereunder in relation to the Society nor shall any dealings between the Trustees and the Society be invalidated by reason of the fact that the Trustees include a member or members of the committee of the Society.
15. THE receipt of the Secretary or other proper officer for the time being of the Trust shall be a good discharge for all moneys investments or property of any nature payable or transferable under this deed.
16. IF at any time the Trustees shall decide that the purposes of the Trust cannot in the circumstances continue to be carried out they may by resolution determine that the cash investments and other property held on account of the Trust shall be applied for any other similar charitable purpose determined by the Trustees in accordance with a scheme to be settled by the Trustees and in default the Trustees shall apply to the Charity Commissioners for England and Wales for a scheme.
17. THE proper costs and expenses of the Trustees of an incidental to the preparation and execution of this deed shall be paid or retained by them out of the Trust fund.
18. ANY Trustee hereof being a solicitor or other person engaged in a profession or business shall be entitled to be paid out of the Trust Fund for all acts done and time expended in and about the business of the trusts hereof by himself or his firm (including acts or business which might be done or transacted by the Trustee personally and not requiring the employment of a solicitor or person engaged in such profession or business for the transaction thereof).

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

SIGNED SEALED AND) Diana Barker
DELIVERED by the said DIANA)
BARKER in the presence of:)

Witness: Kirsty Rose
Address: 16 Upper Berkeley St
Upminster

SIGNED SEALED AND) F. Barbara Geoghegan
DELIVERED by the said)
FRANCES BARBARA)
GEOGHEGAN in the presence of:)

Witness: K. Rose
Address: as above

SIGNED SEALED AND) I.F. Guest
DELIVERED by the said IVOR)
FORBES GUEST in the presence)
of:)

Witness: K. Rose
Address: as above

SIGNED SEALED AND) P. Pearson
DELIVERED by the said PETER)
JAMES PEARSON in the presence)
of:)

Witness: Name
Address: 3/119 Havestock Hill
London NW3 4RS
Secretary

SIGNED SEALED AND) N. W. Snelling
DELIVERED by the said NORA)
WINIFRED SNELLING in the)
presence of:)

Witness: K. Rose
Address: as above