
**DECLARATION OF TRUST RELATING TO
THE GLAMORGAN-GWENT HER CHARITABLE TRUST**

1. GGAT hereby declares that the capital and future income of the HER and all intellectual property rights in the said HER belonging to it at the date of this deed shall henceforth be held upon the charitable trusts and with and subject to the powers and provisions declared and contained in this deed
2. In respect of data and other material coming into existence or coming into the ownership of GGAT after the date of this deed and so becoming held as an addition to its **HER** GGAT must from time to time declare that it holds that data and other material and all intellectual property rights in them belonging to GGAT on the charitable trusts and with and subject to the powers and provisions declared and contained in this deed as one fund with the initial trust property of the **Charity**
3. Nothing in this deed shall prejudicially affect the licences granted to the Welsh Ministers by the **1999 Data Agreement** (and the above declarations of trust shall take effect subject to those licences)

Name and objects

4. The name of the **Charity** is The Glamorgan-Gwent HER Charitable Trust (or any other name chosen by resolution of the **Trustees**)
5. The **Objects** of the **Charity** are for the benefit of the public to advance the education of the public in archaeology by promoting and undertaking the creation maintenance repair up-dating safe-keeping dissemination and publication of records relating to archaeology and the historic environment
6. The **Trustees** must use the income and may use the capital of the funds and assets of the **Charity** in promoting the **Objects**

Powers

7. The **Trustees** have the following powers, which may be exercised only in promoting the **Objects** : —
- (a) To arrange for the safe-keeping of records resulting from archaeological work and where appropriate to arrange for their eventual deposition
 - (b) To arrange for the safe-keeping of materials and objects recovered as a result of archaeological work and where appropriate to arrange for their eventual deposition
 - (c) To promote and encourage the objects of the **Charity** by means of the circulation of all forms of printed matter and to print publish and sell books papers circulars and periodicals requisite for that purpose
 - (d) To promote lectures and meetings and by these means and by television radio sound recording and projecting instruments photographs films exhibitions libraries and the collection of objects which are of archaeological or scientific interest to disseminate knowledge necessary for the **Objects** of the **Charity**
 - (e) To adopt such means of making known the work and aims of the **Charity** and to take such steps by personal or written appeals and public meetings to procure contributions to the funds and assets of the **Charity**
 - (f) To promote or carry out research
 - (g) To provide advice

- (h) To publish or distribute information
- (i) To co-operate with other bodies
- (j) To support administer or set up other charities
- (k) To raise funds (but not by means of **taxable trading**)
- (l) To borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Act**)
- (m) To acquire or hire property of any kind
- (n) To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the **Charities Act**)
- (o) To make grants or loans of money and to give guarantees
- (p) To set aside funds for special purposes or as reserves against future expenditure
- (q) To deposit or invest funds in any manner (but to invest only after obtaining such advice from a **financial expert** as the **Trustees** consider necessary and having regard to the suitability of investments and the need for diversification)
- (r) To delegate the management of investments to a **financial expert**, but only on terms that —
 - (i) The investment policy is recorded **in writing** for the **financial expert** by the **Trustees**

- (ii) Every transaction is reported promptly to the **Trustees**
- (iii) The performance of the investments is reviewed regularly with the **Trustees**
- (iv) The **Trustees** are entitled to cancel the delegation arrangement at any time
- (v) The investment policy and the delegation arrangement are reviewed at least once a **year**
- (vi) All payments due to the **financial expert** are on a scale or at a level which is agreed in advance and are reported promptly to the **Trustees** on receipt
- (vii) The **financial expert** must not do anything outside the powers of the **Trustees**

- (s) To insure the property of the **Charity** against any foreseeable risk and take out other insurance policies to protect the **Charity** when required
- (t) To pay for **indemnity insurance** for the **Trustees**
- (u) Subject to clause 26 below to employ paid or unpaid agents staff and advisers
- (v) To enter into contracts to provide services to or on behalf of other bodies
- (w) To establish or acquire subsidiary companies to assist or act as agents for the **Charity**

- (x) To pay the costs of forming the **Charity**
- (y) To do anything else within the law which promotes or helps to promote the **Objects**

The Trustees

- 8. The **Trustees** as **charity trustees** have control of the **Charity** and its property and funds
- 9. Future **Trustees** must be appointed by resolution of the **Trustees**
- 10. Every future **Trustee** must sign a declaration of willingness to act as a **Trustee** of the **Charity** before he or she may vote at any meeting of the **Trustees**
- 11. A **Trustee** automatically ceases to be a **Trustee** if he she or it is disqualified under the **Charities Act** from acting as a **charity trustee** or trustee for a charity
- 12. A **Trustee** being an individual automatically ceases to be a **Trustee** if he or she —
 - (a) Is incapable (whether mentally or physically) of managing his or her own affairs
 - (b) Is absent without notice from four consecutive meetings of **Trustees** and is asked by a majority of the other **Trustees** to resign
 - (c) Resigns by **written** notice to the **Trustees** (but only if at least two **Trustees** or a **trustee** which is a company will remain in office)

13. A retiring **Trustee** is entitled on written request to an indemnity from the continuing **Trustees** at the expense of the **Charity** in respect of any liabilities properly incurred during his her or its trusteeship
14. A technical defect in the appointment of a **Trustee** of which the **Trustees** are unaware at the time does not invalidate decisions taken by the **Trustees**

Proceedings of the Trustees

15. The **Trustees** must hold at least two meetings each **year**
16. Except where there is a sole **Trustee** (being a company) a quorum at a meeting of the **Trustees** is two **Trustees**
17. A meeting may be held either in person or by suitable electronic means agreed by the **Trustees** in which all participants may communicate with all the other participants
18. Except where there is a sole **Trustee** (being a company) one of the **Trustees** shall be chosen by them as chairman to preside at each meeting of the **Trustees**
19. Except where there is a sole **Trustee** (being a company) and except as otherwise provided in this deed every issue may be determined by a simple majority of the votes cast at a meeting of the **Trustees** but a resolution which is in writing and signed by all the **Trustees** is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)

20. Every **Trustee** has one vote on each issue except that the chairman of the meeting has a second or casting vote
21. A procedural defect of which the **Trustees** are unaware at the time does not invalidate decisions taken at a meeting of the **Trustees**.

Administrative powers of the Trustees

22. Except where there is a sole **Trustee** (being a company) the **Trustees** have the following powers in the administration of the **Charity** : —
 - (a) To appoint the Chairman, a Treasurer and any other honorary officers from among their number
 - (b) To delegate any of their functions to committees consisting of two or more persons appointed by them (but at least two members of every committee must be **Trustees** and all proceedings of committees must be reported promptly to the **Trustees**)
23. The **Trustees** have the following further powers in the administration of the **Charity**:—
 - (a) To make rules consistent with this deed to govern their proceedings and proceedings of committees
 - (b) To make regulations consistent with this deed to govern the administration of the **Charity** (including the use and application of the income property and funds of the **Charity** and the operation of its bank accounts and the commitment of its funds)

Benefits to Trustees

24. The property and funds of the **Charity** must be used only for promoting the **Objects** and do not belong to the **Trustees**
25. No **Trustee** (and no director or other officer of a **Trustee** which is a company) may receive any payment of money or other **material benefit** (whether direct or indirect) from the **Charity** except : —
- (a) Under clauses 7(t) above (**indemnity insurance**) and 26 below (contractual payments)
 - (b) Reimbursement of reasonable out-of-pocket expenses (including authorised hotel and travel costs) actually incurred in the administration of the **Charity**
 - (c) Interest at a reasonable rate on money lent to the **Charity**
 - (d) A reasonable rent or hiring fee for property let or hired to the **Charity**
 - (e) An indemnity in respect of any liabilities properly incurred in the running the **Charity** (including the costs of a successful defence to criminal proceedings)
 - (f) Payment to a company in which the **Trustee** has no more than a 1 per cent shareholding
 - (g) In exceptional cases other payments or benefits (but only with the written approval of the **Commission** in advance)
26. A **Trustee** (including a director or other officer of a **Trustee** which is a company) may not be an employee of the **Charity**, but such a person and

any **connected person** may enter into a contract with the **Trustees** to supply goods or services in return for a payment or other material benefit but only if —

- (a) The goods or services are actually required for the **Charity**
- (b) The nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the **Trustees** in accordance with the procedure in clause 27 below and
- (c) Not more than two of the **Trustees** (and not more than two directors or other officers of a **Trustee** which is a company) are interested in such a contract in any one **financial year**

27 Whenever a **Trustee** (or a director or other officer of a **Trustee** which is a company) has a personal interest in a matter to be discussed at a meeting of the **Trustees** or any committee the person concerned must —

- (a) Declare an interest before the meeting or at the meeting before discussion on the matter begins
- (b) Be absent from the meeting for that item unless expressly invited to remain in order to provide information
- (c) Not be counted in the quorum during that part of the meeting and
- (d) Be absent during the vote and have no vote on the matter

Property and funds

28. Funds which are not required for immediate use (including those which will be required for use at a future date) must be placed on deposit or invested in accordance with clause 7(q) above until needed
29. Investments and other property of the **Charity** may be held —
- (a) In the names of the **Trustees** or
 - (b) In the name of a **nominee company** acting under the control of the **Trustees** or of a **financial expert** acting under their instructions or
 - (c) In the name of a **trust corporation** as a **holding trustee** for the **Charity** which must be appointed (and may be removed) by deed executed by the **Trustees** or
 - (d) In the case of land, by the Official Custodian for Charities under an order of the **Commission** or the Court
30. Documents and physical assets may be deposited with any company registered or having a place of business in England and Wales as **custodian**
31. Any **nominee company** acting under clause 29(b) above and any **trust corporation** appointed under clause 29(c) above and any **custodian** appointed under clause 30 above may be paid reasonable fees

Records and accounts

32. The **Trustees** must comply with the requirements of the **Charities Act** as to the keeping of financial records, the audit or **independent examination**

of the accounts and the preparation and transmission to the **Commission** of —

- (a) Annual returns
- (b) Annual reports and
- (c) Annual statements of account

33. The **Trustees** must maintain proper records of —

- (a) All proceedings at meetings of the **Trustees**
- (b) All reports of committees and
- (c) All professional advice obtained

34. Accounting records relating to the **Charity** must be made available for inspection by any **Trustee** at any time during normal office hours

35. A copy of the **Charity's** latest available statement of account must be supplied on request to any **Trustee** and a copy must also be supplied within two **months** to any person who makes a written request and pays the **Charity's** reasonable costs

Amendments

36. This deed may be amended by supplemental deed on a resolution passed by the **Trustees** (after consultation with the Welsh Ministers) PROVIDED THAT : —

- (a) No amendment is valid if it would make a **fundamental change** to the **Objects** or to this clause or destroy the charitable status of the **Charity**
- (b) Clauses 24 to 27 above (and any part or parts of those clauses) may not be amended without the prior written consent of the **Commission**

Amalgamation

- 37. The **Trustees** may at any time on a resolution passed by at least three-fourths of the **Trustees** transfer the assets and liabilities of the **Charity** to another charity established for exclusively charitable purposes within or the same as or similar to the **Objects**
- 38. On a transfer under clause 37 above the **Trustees** must ensure that all necessary steps are taken as to : —
 - (a) The transfer of land and other property
 - (b) The novation of contracts of employment and the transfer of any pension rights and
 - (c) The trusteeship of any property held for special purposes

Dissolution

- 39. The **Trustees** may at any time decide by resolution passed by at least three-fourths of the **Trustees** that the **Charity** is to be dissolved and the **Trustees** will then be responsible for the orderly winding-up of the **Charity's** affairs

40. After making provision for all outstanding liabilities of the **Charity** the **Trustees** must apply the remaining property and funds in one or more of the following ways (after consultation with the Welsh Ministers) : —
- (a) By transfer to such one or more other bodies established for exclusively charitable purposes within, the same as or similar to the **Objects**, and if more than one in such shares as the **Trustees**, with the Agreement of the Welsh Ministers, may in their absolute discretion decide.
 - (b) Directly for the **Objects** or charitable purposes within or similar to the **Objects** in such manner as the Trustees , with the agreement of the Welsh Ministers , may in their absolute discretion decide, or subject as above.
 - (c) In such other manner consistent with charitable status as the **Commission** approve in writing in advance
41. A final report and statement of account relating to the **Charity** must be sent to the **Commission**

Interpretation

42. In this deed the following expressions have the following meanings : —
- (a) '**The Charities Act**' means the Charities Act 1993
 - (b) '**The Charity**' means the charitable trust created and governed by this Deed

- (c) **'Charity trustees'** has the meaning prescribed by section 97(1) of the Charities Act
- (d) **'The Commission'** means the Charity Commission for England and Wales
- (e) **'Connected person'** means any spouse, partner, brother, sister, child, parent, grandchild or grandparent of a **Trustee**, any **firm** of which a **Trustee** is a member or employee and any company of which a **Trustee** is a director employee or shareholder having a beneficial interest in more than 1 per cent of the share capital
- (f) **'Custodian'** has the meaning prescribed by section 17(2) of the Trustee Act 2000
- (g) **'Financial expert'** means an individual company or firm who or which is authorised to give investment advice under the Financial Services and Markets Act 2000
- (h) **'Financial year'** means the Charity's financial year
- (i) **'Firm'** includes a limited liability partnership
- (j) **'Fundamental change'** means such a change as would not have been within the reasonable contemplation of a person making a donation to the **Charity**
- (k) **The HER' or 'Historic Environment Records'** means the collection of data on Welsh historic monuments held by GGAT as its Historic Environment Record including (i) digitally-recorded data (ii) paper records (iii) documents comprising maps or including map-based information (iv) photographic collections

- (l) **'Holding trustee'** means an individual or corporate body responsible for holding the title to property but not authorised to make any decisions relating to its use investment or disposal
- (m) **'Indemnity insurance'** means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that (or was reckless whether) the act or omission was a breach of trust or breach of duty
- (n) **'Independent examination'** has the meaning prescribed by section 43(3)(a) of the Charities Act
- (o) **'Material benefit'** means a benefit which may not be financial but has a monetary value
- (p) **'Month'** means calendar month
- (q) **'Nominee company'** means a corporate body registered or having a place of business in England and Wales
- (r) **'The Objects'** means the charitable objects set out in clause 5 above
- (s) **'Taxable trading'** means carrying on a trade or business for the principal purpose of raising funds, and not for the purpose of actually carrying out the **Objects**, the profits of which are liable to income or corporation tax
- (t) **'Trust corporation'** has the meaning prescribed by section 205(1)(xxviii) of the Law of Property Act 1925 but does not include the Public Trustee

(u) **'The Trustees'** means **GGAT** and other the trustees or trustee for the time being of the **Charity** and **'Trustee'** means one of the **Trustees**

(v) **'the Welsh Ministers'** means the Welsh Assembly Government

(w) **'Written'** or **'in writing'** refers to a legible document on paper including a fax message

(x) **'Year'** means calendar year

43. References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

IN WITNESS of which this document has been signed as a deed and delivered on the date written at the start

SIGNED as a DEED

by **THE GLAMORGAN-GWENT ARCHAEOLOGICAL TRUST**

acting by [.....]
Company Director

and [.....]
Company Director/Company Secretary

DATED

2008

**DECLARATION OF TRUST RELATING TO
THE GLAMORGAN-GWENT HER CHARITABLE
TRUST**

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