

**THE CHARITY COMMISSION FOR ENGLAND AND WALES**

Under the power given in the Charities Act 2011

Orders that from today, the

**22 June 2012**

this

**SCHEME**

will alter or affect the existing trusts of the charity

known as

**BIG LOCAL TRUST (1145916)**

Steven Joshua

**Authorised Officer**

## 1. Definitions

In this scheme:

“the charity” means the charity identified at the beginning of this scheme.

“the Commission” means the Charity Commission for England and Wales.

“governing document” means the trust deed dated 13 February 2012.

## ADMINISTRATION

### 2. Administration

The charity is to be administered in accordance with its existing governing document as altered or affected by this scheme.

## ALTERATION OF GOVERNING DOCUMENT

### 3. Alteration of governing document

The governing document will take effect with:

- (1) clause 10 deleted and replaced with the following clause:

#### **10 Trustee benefit and conflicts of Interest**

Subject to clause 9, neither the Trustee nor any Director may acquire any interest in property forming part of the Trust Fund or the Income otherwise than as a trustee, or receive remuneration or other financial benefit from the Charity or any trading company controlled by the Trustee or be interested in any contract entered into by the Trustee at the expense of the Charity but:

10.1 no account shall be taken of any interest consisting of up to 1% of the issued share capital of a company of which the Trustee or a Director is a member;

10.2 no account shall be taken of any interest of a Director in the capacity of charity trustee, director or other officer, or employee or otherwise

(a) of a Recipient or of an Agent which is appointed as a delegate of the Trustee for the purposes of clause 8.4 of the Trust Deed or which receives a Distribution; or

(b) of any organisation (whether corporate or not) which enters into a contract with the Trustee in furtherance of the Objects, including a contract for the provision of investment management services pursuant to clause 8.1,

provided the procedure set out in clause 10.3 is followed by the Trustee when deciding in each case whether to effect such appointment, make such Distribution or enter into such contract.

- 10.3 The Director in question must:
- (a) declare the nature and extent of his/her interest before discussion begins on the matter;
  - (b) withdraw from the meeting for that item after providing any information requested by the Trustee;
  - (c) not be counted in the quorum for that part of the meeting; and
  - (d) be absent during the vote and have no vote on the matter; and  
if a contract with the Trustee for the supply of goods and services in return for a payment or other material benefit is in issue, the Trustee must satisfy itself that
  - (e) the goods or services are actually required by the Charity;
  - (f) it is in the best interests of the Charity to enter into such a contract; and
  - (g) the nature and level of the payment or other material benefit is no more than is reasonable in relation to the value of the goods or services.

- (2) sub-clause 14.3 deleted and replaced with the following sub-clause:

14.3. The Trustee may not make any amendment that would:

- (a) vary clause 2 (Name of Charity);
- (b) vary clause 3 (Trustee);
- (c) vary clause 5 (Objects);
- (d) vary clause 8 (Delegation);
- (e) vary clause 9 (Reimbursement of Trustee);
- (f) vary clause 10 (Conflicts of Interest and Remuneration); or
- (g) vary this clause 14;

unless such amendment can reasonably be regarded as leaving the substantive meaning of the clause unaffected and prior written approval is obtained from both the Founder and the Protector and, in the case of clauses 5, 9, 10 and 14, also the Charity Commission.

## **GENERAL PROVISIONS**

### **4. Questions relating to the Scheme**

The Commission may decide any question put to it concerning:

- (1) the interpretation of this scheme; or
- (2) the propriety or validity of anything done or intended to be done under it.