

ABERDEEN ARCHIVES, GALLERY & MUSEUMS TRUST

TRUST DEED

We, Aberdeen City Council, the local authority for the city of Aberdeen in terms of the Local Government etc. (Scotland) Act 1994 and having our principal office at Town House, Broad Street, Aberdeen, in order to create a trust to be known as Aberdeen Archives, Gallery & Museums Trust (the “Trust”):

(One) appoint ourselves as the sole trustee of the Trust (we and our statutory successors herein referred to as “the Trustee”); and

(Two) pay the sum of £1 to ourselves as the Trustee; And we direct as follows:

Trust purposes

1. The Trustee shall hold and apply the said sum of £1, and such other funds and assets as may from time to time be comprised in the Trust Property, in trust for the advancement of the arts, heritage and culture and the advancement of education by:
 - (a) facilitating and encouraging engagement by members of the public with the collections and services of Aberdeen Archives, Gallery and Museums;
 - (b) caring for, storing, preserving, researching, developing, displaying and interpreting the collections of Aberdeen Archives, Gallery and Museums;
 - (c) acquiring works of art and objects of artistic, heritage or cultural value for the collections of Aberdeen Archives, Gallery and Museums; and
 - (d) improving physical, sensory and intellectual access to the collections and services of Aberdeen Archives, Gallery and Museums.
2. For the purposes of this Trust Deed, Aberdeen Archives, Gallery and Museums comprises:
 - Aberdeen Art Gallery, Schoolhill;
 - Aberdeen Maritime Museum, Shiprow;
 - The Tolbooth Museum, Castle Street;
 - Provost Skene's House, Guestrow;
 - Aberdeen City & Aberdeenshire Archives, Town House, Broad Street; and
 - Aberdeen Treasure Hub (Museum Collection Centre), Granitehill Road;all in Aberdeen, and any other archives, galleries, museums and collection storage locations as may from time to time be owned, managed or operated by Aberdeen City Council or its statutory successors.

3. The expenses of creating and administering the Trust, and any tax payable in relation to the Trust, shall be met in priority to all other payments and transfers of assets out of the Trust Property.

Powers

4. In the administration of the Trust, the Trustee shall, in addition to the powers and rights which are conferred by law upon the trustee who is acting without remuneration, have the fullest powers with regard to investment, sale, administration and management of the Trust Property as if they were the owner; in particular (but without limiting the scope of the powers which it may exercise under the preceding provision), the Trustee shall have the following powers:
 - (a) To do the things described in clause 1;
 - (b) To expend the whole funds and assets of the Trust for the Trust Purposes;
 - (c) To carry on any other activities which further any of the Trust Purposes;
 - (d) To take such steps as it may deem appropriate for the purpose of raising funds;
 - (e) To accept grants, donations and legacies of all kinds (and to accept any reasonable conditions attaching to them);
 - (f) To establish and/or support any other charity, and to make donations for any charitable purpose, falling within the Trust Purposes;
 - (g) To purchase, take on lease, hire, or otherwise acquire, any property or rights;
 - (h) To improve, manage, develop, or otherwise deal with, all or any part of the Trust Property;
 - (i) To sell, let, hire out, license, or otherwise dispose of, all or any part of the Trust Property;
 - (j) To borrow money, and to give security in support of any such borrowings by the Trust;
 - (k) To employ or otherwise appoint or engage such staff as are considered appropriate for the administration of the Trust or for the conduct of the Trust's activities, and to make reasonable provision for the remuneration of such staff and for the payment of pension and/or other benefits for members of staff, ex-members of staff and their dependants;
 - (l) To engage such consultants and advisers as are considered appropriate from time to time;

- (m) To effect insurance of all kinds (which may include officers' liability insurance);
- (n) To invest any funds, which are not immediately required for the administration of the Trust or for the Trust's activities, in such investments as may be considered appropriate (and to dispose of, and vary, such investments);
- (o) To liaise with voluntary sector bodies, local authorities, UK or Scottish government departments and agencies, and other bodies, all with a view to furthering the Trust Purposes;
- (p) To form any company which is a charity or any Scottish charitable incorporated organisation (SCIO) (providing, in either case, its purposes are similar (wholly or in part) to the Trust Purposes), and, if considered appropriate, to transfer to any such company or SCIO (without any payment being required from the company or SCIO) the whole or any part of the Trust Property;
- (q) To retain any property comprised in the Trust Property for such time as the Trustee thinks proper;
- (r) To have any part of the Trust Property registered in the name of a nominee and to pay reasonable fees to such nominee;
- (s) To grant proxies in favour of the Trustee (or any other person) to attend, act and vote for the Trustee at any meetings (whether of the nature of general meetings, class meetings, creditors' meetings or otherwise) relating to any investment held by the Trustee or relating to any claim (or prospective claim) by the Trustee in any liquidation or other insolvency proceedings;
- (t) To compromise or settle, including by means of arbitration, all claims by or against the Trust or in relation to the Trust Property;
- (u) To appoint solicitors to the Trust or agents for the Trustee in any other capacity, and to pay to such solicitors or other agents their usual charges;
- (v) To reimburse the Trustee out of the Trust Property, in relation to all expenses reasonably incurred by it in the administration of the Trust; and
- (w) To do anything which may be incidental or conducive to the furtherance of any of the Trust Purposes.

Trustee meetings

5. Subject to the provisions of the following clauses, the Trustee may regulate its proceedings as it thinks fit.
6. A Trustee meeting shall be held at least once in each year.

7. The Trustee may call a meeting or request the secretary to the Trust to call a meeting.

Delegation

8. The Trustee may delegate the exercise of any of its powers (including powers relating to whether and in what way funds and assets of the Trust should be distributed and powers relating to whether any fee or other payment due to be made out of the Trust funds should be made out of capital or income) to any committee, sub-committee or officer of Aberdeen City Council or its statutory successors; and any such delegation of powers may be made subject to such conditions as the Trustee may impose, and may be revoked or altered.

Secretary

9. The Trustee may appoint a secretary to the Trust for such term, at such remuneration (if any), and on such conditions, as the Trustee may think fit; and any secretary so appointed may be removed by the Trustee.
10. The Trustee shall ensure that the secretary:
 - (a) keeps proper minutes of all proceedings at meetings of the Trustee (and at meetings of committees of the Trustee); and
 - (b) keeps proper records and documents in relation to all other matters connected with the administration and management of the Trust.

Accounts

11. The Trustee shall ensure that proper accounting records are maintained, in accordance with all applicable statutory requirements.
12. The Trustee shall prepare annual accounts, complying with all relevant statutory requirements; and:
 - (a) if an audit is required under any statutory provisions or if the Trustee otherwise thinks fit, the Trustee shall ensure that an audit of such accounts is carried out by a qualified auditor; and
 - (b) if an audit is not carried out, the Trustee must ensure that an independent examination of the accounts is carried out by a qualified independent examiner.
13. An accountant engaged in an audit of the Trust's accounts shall be entitled to have access to all accounting records and other documents relating to the Trust.

Operation of bank accounts

14. The Trustee should ensure that the systems of financial control adopted by the Trust in relation to the operation of the Trust's bank accounts (including online banking) reflect the recommendations made from time to time by the Trust's auditors (or independent examiners) or other external accountants.

Payments to charities etc

15. The receipt of the treasurer or other appropriate officer for any funds or other assets paid or transferred by the Trustee to any charity shall represent sufficient discharge to the Trustee.

Limitations on liability

16. The Trustee shall not be liable for loss or depreciation of the value of investments retained or made by them, nor for omissions, nor for neglect in management, nor for insolvency of debtors, nor for the acts, omissions, neglect or default of any banker, solicitor, factor or other agent employed by them.

Trustee Conduct

17. The Trustee shall, in exercising its functions as a trustee of the Trust, act in the interests of the Trust; and, in particular, must:
 - (a) seek, in good faith, to ensure that the Trust acts in a manner which is in accordance with its objects (as set out in this Trust Deed);
 - (b) act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;
 - (c) in circumstances giving rise to the possibility of a conflict of interest between the Trust and any other party, put the interests of the Trust before that of the other party, in taking decisions as a Trustee;
 - (d) ensure that the Trust complies with any direction, requirement, notice or duty issued to it or imposed on it in terms of the Charities and Trustee Investment (Scotland) Act 2005 or other applicable legislation.

Amendment of Trust Deed/winding-up

18. If, in the opinion of the Trustee, any change in circumstances or alteration in the law has made or is likely to make execution of the Trust Purposes impossible or impracticable, or the administration of the Trust

could be improved, or the Trust Purposes could be advanced in a more appropriate manner, the Trustee may (subject to clause 19) in its discretion:

- (a) supplement or amend the provisions of this Trust Deed or any deed supplemental to this Trust Deed; or
 - (b) wind up the Trust and transfer the Trust Property (after settlement of all debts and liabilities) to some other charity or charities having similar objects to those of the Trust.
19. In no circumstances is the Trust Property to be held or applied for any purpose which is not an exclusively charitable purpose.

Interpretation

20. In this Trust Deed:

“charity”	means a body which is either a “Scottish charity” within the meaning of section 13 of the Charities and Trustee Investment (Scotland) Act 2005 or a “charity” within the meaning of section 1 of the Charities Act 2011, providing (in either case) that its objects are limited to charitable purposes;
“charitable purpose”	means a charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the application of the Taxes Acts;
“Trust Deed”	means this trust deed (including any supplement or amendment thereto);
“Trust Property”	means the sum of £1 paid by us to the Trustee, and such other funds and assets as may from time to time be received by the Trustee as trustee under the Trust Deed (from us or any other person), and the assets in which any funds so received may from time to time be invested;
“Trust Purposes”	means the purposes specified in clause 1.

21. Any reference in this Trust Deed to a provision of any legislation shall include any statutory modification or re-enactment of that provision in force from time to time.

We declare that the Trust Deed shall be irrevocable.

This Trust Deed, consisting of this and the [x] preceding pages, is executed as follows:-

SIGNED for and on behalf of the said Aberdeen City Council

Signature:

Name:

Title/Role:

At Aberdeen

on [DATE]

in the presence of

Signature: Witness

Name:

Address: