

The Social Workers Benevolent Trust

Deed of Trust

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(Transcribed from the original for saving on computer – January/February 2015)

This Deed of Trust is made on the twenty seventh day of April, one thousand nine hundred and seventy one by

(Note: Current Trustees decision not to include addresses)

SHEILA ALEXIA HIMMEL of

SIDNEY MILLER of

EWART GEORGE PRATT of

GERTRUDE SMITH of

ENID WARREN of

(herein after called “the Trustees” which expression shall mean the persons holding office as Trustees hereunder from time to time).

WHEREAS:

(1) The British Association of Social Workers (“BASW”) is a Company limited by guarantee and was incorporated under the Companies Act 1948 and 1967 on the 17th day of June 1970.

(2) BASW was formed expressly for the purposes inter alia of taking over the activities and functions of various organisations including The Association of Psychiatric Social Workers, The Institute of Medical Social Workers, and The Society of Mental Welfare Officers and of the unincorporated bodies know as The Association of Child Care Officers, The Association of Family Case Workers, The Association of Social Workers and The Moral Welfare Workers’ Association.

(3) Various of the said organisations have benevolent funds generally for the alleviation of poverty of their respective members and it is intended and desired by the members of BASW that a new fund for the time being be known as and called THE SOCIAL WORKERS BENEVOLENT TRUST should be established on the

trusts set out below into which fund some or all of the first mentioned organisations (and any other persons or organisation) can divert their benevolent funds (or part of them)

NOW THIS DEED WITNESSETH as follows:

1. THE Trustees shall hold any monies or property or whatever kind now or hereafter transferred to them UPON TRUST for the following charitable purposes

(“the objects of the Trust”) that is to say for the relief of persons who are or have been engaged in professional social work (whether or not members or associate

members of BASW) and the wives widows children and other dependants of such persons being in need of relief. In particular (but without in any way limiting the generality of the foregoing) the Trust may be used to relieve such persons in any of the following ways:

i. by making weekly or other periodical allowances

ii. by making grants and loans (with or without interest) including grants and loans for training or other educational purposes of such amounts and subject to such conditions as the Trustees shall from time to time decide

iii. by establishing and maintaining charitable homes and hostels and making grants and paying subscriptions towards the establishments of homes and hostels and making grants and paying subscriptions towards the establishment and maintenance of homes and hostels

- iv. by making grants or allowances for the purposes of medical treatment and care not available under any National Health Service for the time being
- v. by paying subscriptions and making donations to homes or institutions having amongst their objects the succour of such persons
- vi. by making pension or other payments benefiting such persons after retirement or pursuant to indisposition of any kind

2. THE sums referred to in Clause 1 hereof and any other or further sums or assets transferred to the Trustees by anyone at any time shall be held by them on the trusts hereof and the whole of such sums and assets and the income thereof as are held by the Trustees hereunder from time to time are herein together referred to as "the Trust"

- 3. i. THE original Trustees have been appointed at the instance of BASW and any further or other Trustees (whether additional or substituted) shall also be appointed by BASW under seal
- ii. BASW shall have the power at any time to remove any Trustee from office upon serving twenty-eight days notice under the seal of BASW upon the Trustee to be removed Notice of such removal shall be given to the other Trustees but failure so to do shall not affect the validity of the removal concerned
- iii. The Trustees shall by unanimous agreement of those considering the question at the meeting concerned be empowered to remunerate one or more one or more of their number in respect of expenses reasonably and properly incurred in the administration of the trusts
- iv. There shall be no qualification for appointment as Trustee
- v. There shall be no less than three nor more than ten Trustees at any time (at the absolute discretion of BASW)
- vi. The provisions of the Trustee Act 1925 relating to the appointment of trustees shall be excluded with regard hereto save that if the number of Trustees shall fall below three and BASW shall not exercise their powers of appointment within twenty-eight days of such deficiency arising the continuing Trustees shall have the right to make up the deficiency by acting in pursuance of the said provision

4. ANY part of the Trust not immediately required may be invested in the name of the Trustees (or any two of them delegated by the Trustees for the purpose) or BASW acting as the nominee for the Trustees in or upon such investment as may be thought fit and any such investment may be realised or varied from time to time as occasion arises Any such investment or realisation or variation thereof shall be at the absolute discretion of the Trustees who shall not be liable for any loss which may be incurred thereby

5. AN account of the Trust shall be audited annually by the auditors of BASW and a statement showing the position thereof shall be issued as part of the annual statement of accounts of BASW

- 6. i. THE Trustees shall meet as and when they think fit
- ii. At least seven days notice of meetings shall be sent in writing to every Trustee
- iii. The quorum for meetings of the Trustees shall be two-thirds the number of Trustees for the time being
- iv. Any resolution of the Trustees shall be passed if supported by a majority of the Trustees present and voting thereupon save where otherwise indicated
- v. Trustees dissenting from any lawful decision of the majority shall nevertheless concur in executing and doing all such instruments and acts as may be requisite for the purpose of giving effect to such decisions
- vi. Any Trustee after the passage of six months from the last meeting of Trustees have the right to serve notice under sub-Clause (ii) of this Clause

7. THE Trustees shall have power to decide all questions which may arise in connection with the trusts hereof and to vary all or any of the provisions hereof (except Clause 1 to 3 inclusive and Clause 9 hereof) and any such variations shall be notified to BASW in writing within seven days of the same

8. i. THE Trustees may delegate powers of management of the Trust and operating any trust banking account and in respect thereof anyone acting on the authority of any such delegate shall be satisfied therewith on the production of a certified copy of the resolution of the Trustees effecting such delegation such copy being signed by two trustees at least
ii. Any delegate shall be required as a condition of delegation that any exercise by him of any such power shall be reported by him to the Trustees as soon as reasonably possible after every such exercise

9. i. THE Trustees may on the unanimous vote of those present and voting at the meeting concerned dissolve and wind up the Trust hereby created
ii. Upon such dissolution the Trust fund shall be realised and be disposed of either to some other charitable body or for such charitable purpose as the Trustees may at their unanimous and absolute discretion think fit
iii. If the Trustees cannot thus agree on the destination of the Trust the matter shall be referred to BASW for their decision which upon the same being communicated under the seal of BASW to the Trustees shall be acted upon by them Provided Always that any decision of BASW shall only be in favour of some other charitable body

10. IN the event of the winding up of BASW the rights and duties given to it hereunder shall be assumed by the Trustees themselves or such other body as they shall unanimously nominate

IN WITNESS whereof the Trustees have hereunto set their respective hands and seals the day and year first before written

SIGNED SEALED and DELIVERED

By the said SHEILA ALEXIA
HIMMEL in the presence of:
(name not legible)
Probation Officer

SIGNED SEALED and DELIVERED

By the said SIDNEY MILLER
in the presence of:
Frank Reginald (surname not legible)
Social Worker

SIGNED SEALED and DELIVERED

By the said EWART GEORGE PRATT
in the presence of:
P C R Deane
Asst Principal Probation Officer

SIGNED SEALED and DELIVERED

By the said GERTRUDE SMITH
in the presence of:
Elizabeth (middle name not legible) Hudson J.P.
(Social Worker)

SIGNED SEALED and DELIVERED

By the said ENID WARREN
in the presence of:
(name, occupation not legible)