

DATED *EIGHTEENTH* *OCTOBER*

1995

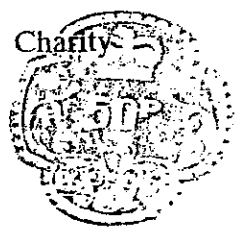
PETER DONALD SMITH  
GERALD WALTER JENKINS  
DAVID PRIESTLEY BATES  
REGINALD HARRY ELVIN  
AND  
ANN ROSEMARY KERR

**TRUST DEED**

SOP  
K. Jenkins

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**THIS TRUST DEED** is made the *Eighteenth* day of *October* One thousand nine hundred and ninety five by **PETER DONALD SMITH** of Street Farm Stradbroke in the County of Suffolk IP21 5HX **GERALD WALTER JENKINS** of Chestnut House Stradbroke aforesaid IP21 5JP **DAVID PRIESTLEY BATES** of Common Barn Mill Lane Stradbroke aforesaid IP21 5JN **REGINALD HARRY ELVIN** of Hazelwood Wilby Road Stradbroke aforesaid IP21 5TN and **ANN ROSEMARY KERR** of Hemsheaf House Queen Street Stradbroke aforesaid IP21 5HH (hereinafter called "the Trustees") (which expression shall where the context so admits include the Trustees for the time being of the Charity hereby constituted)



**W H E R E A S :**

- (i) The Parish Council of Stradbroke in the County of Suffolk (hereinafter called "the Parish Council") has made available to the Trustees at a peppercorn rent the land shown edged red on the plan annexed hereto
- (ii) The Trustees intend to erect thereon a building (hereinafter called "the Surgery") to be used as and for a general medical practitioner's surgery for the benefit of the inhabitants of Stradbroke Denham Horham Wilby Athelington Redlingfield Bedingfield and Worlingworth and any others within the vicinity of Stradbroke for whom the same may be conveniently situate
- (iii) The cost of erecting the Surgery has been and will be provided by a fund consisting of cash donations grants and loans collected and obtained for the purpose of establishing and continuing a charity with the objects herein contained

**NOW THIS DEED WITNESSETH** as follows:-

1. The Trustees hereby agree and declare that the Trustees do and will henceforth stand possessed of the said property upon with and subject to the trusts powers and provisions following

2. The Trustees shall use and permit the Surgery to be used as and for a general medical practitioner's surgery for the benefit of the aforesaid inhabitants (hereinafter called "the Beneficiaries") and to this intent shall have power to grant an under lease or assignment of the Surgery to a duly qualified general medical practitioner or practitioners

3. The Trustees shall subject as hereinafter provided stand possessed of the income and profits of the Surgery and of any further cash and investments which may from time to time be donated to the Trustees (hereinafter called "the Trust Fund") upon trust to apply the same:-

(a) in repayment of the said loans advanced to the Trustees and

(b) for the relief of sickness and for the protection and preservation of health by providing and maintaining and assisting in the preservation maintenance reconstruction improvement insurance and general upkeep and management of the Surgery and in the provision of medical facilities and equipment for the same which would not otherwise be provided out of statutory funds

4. (a) if in any year any part of the income of the Trust Fund shall not in the opinion of the hereinafter constituted Trustees be required for the purposes aforesaid the same shall if the Trustees shall so direct be applied in such manner as the Trustees shall in their absolute discretion think fit for the general charitable purposes for the benefit of the Beneficiaries

(b) in the event that any capital assets of the Charity hereby established are sold the net proceeds of sale shall likewise be applied in such manner as the Trustees shall in their absolute discretion think fit for general charitable purposes for the benefit of the Beneficiaries

5. The Surgery shall be managed and controlled and the Trust Fund and the investments and income thereof shall (and without prejudice to the trusts aforesaid) be dealt with and

applied by the absolute discretion of the Trustees

6. The Management Committee shall consist of the Trustees and such other members as shall be co-opted by the Trustees for a period not exceeding one year

7. Meetings of the Trustees shall be held at the Chairman's discretion but not less than twice in each year. Notice in writing of each ordinary meeting shall be delivered or sent by post at least seven days before the meeting to each Trustee by the Clerk to the Trustees or other officer appointed by them for that purpose

8. The first Chairman of the Trustees shall be the said **Peter Smith** and he shall hold office until the Annual General Meeting to be held in the month of May 1996 and in the month of May in each year thereafter. At the said Annual General Meeting the Trustees shall appoint from among its number a chairman to hold office for the ensuing year and provided that he remain a Trustee any retiring chairman shall be eligible for re-election

9. The Trustees may from time to time delegate the day-to-day management of the Charity hereby constituted to the Management committee or to such sub-committees consisting of such members of their body as they may think fit **PROVIDED THAT** no such sub-committee shall consist of less than three Trustees and that any such sub-committee shall in the exercise of powers so delegated conform to any regulations from time to time made by the Trustees

10. The Chairman may at any time and shall forthwith upon the request in writing of any three Trustees specifying in such request the object of meeting summon a special meeting of the Trustees. If the Chairman refuses to comply with any such request three such Trustees may themselves summon such a special meeting. Every special meeting shall be convened by or under the direction of the person or persons summoning the same by notice in writing delivered or sent by post to each Trustee at least seven days before the meeting specifying the object of the meeting and it shall be the duty of the Clerk of the Trust or other officer

as aforesaid to give such notice if and when required by the Chairman or (in the event aforesaid) by such three Trustees as aforesaid

11. There shall be a quorum when four Trustees are present at a meeting and every question shall be determined by the agreement of at least three Trustees voting thereon. Any resolution of the Trustees may be rescinded or varied at a special meeting held at a not less than seven days' notice

12. If at the time appointed for a meeting a sufficient number of the Trustees to form a quorum are not present or if at any meeting the business is not completed the members present may adjourn the meeting to another day and (if the meeting is adjourned for more than two days) notice in writing of the date and time of such adjourned meeting shall forthwith be delivered or sent by post to each member

13. If and whenever any of the Trustees shall die or desire to be discharged or refuse or become unfit or unable to act a new Trustee shall be appointed in place of any such Trustee by a special resolution of a majority of at least all the remaining Trustees.

14. Minutes shall be kept by the Trustees and minutes of any vacancy among the Trustees and of any entry into office of any new Trustee and of all proceedings of the Trustees shall be entered therein

15. The Trustees shall as soon as may be apply to the Charity Commissioners for England & Wales for an Order vesting in the Official Custodian for Charities the leasehold property hereinbefore referred to

16. The Charity hereby constituted shall be known and called by the name of Stradbroke Health Trust

17. The Trustees may by deed or deeds supplemental hereto amend the provisions of this Deed provided that no amendment may be made to Clause 3(b), clause 18 or this clause without the prior written approval of the Charity Commission and provided further that no

amendment may be made which would cause the Trust to cease to be a Charity in law

18. If the Trustees at any time unanimously decide that it is expedient to discontinue the Trust any assets remaining after the satisfaction of all its debts and liabilities shall not be paid to or distributed among the Trustees but shall be given to such other charitable institution or institutions having similar objects to the Trust as the Trustees shall determine and if and in so far as effect cannot be given to such provision any such remaining assets shall be given to such other charitable institution or institutions or for such other charitable purpose or purposes as the Trustees shall determine with the prior written approval of the Charity Commission

IN WITNESS whereof the Trustees have hereunto set their hands and delivered this as their act and deed the day and year first before written

SIGNED as a Deed by the said )  
PETER DONALD SMITH in the )  
presence of: )

*P. D. Smith*

*[Signature]*  
N. A. STONES  
COTTAGE FARM  
ST. LAWRENCE  
FARMER.

SIGNED as a Deed by the said )  
GERALD WALTER JENKINS )  
in the presence of: )

*G. W. Jenkins*

*Magdalene B. Cox*  
*The White House*  
*St Margaret South Elmham*  
*Haverhill*  
DESIGNER

SIGNED as a Deed by the said )  
DAVID PRIESTLEY BATES in )  
the presence of: )

*[Signature]*

*[Signature]*  
N. A. STONES  
COTTAGE FARM  
ST. LAWRENCE  
FARMER.

SIGNED as a Deed by the said )  
REGINALD HARRY ELVIN in )  
the presence of: )

*Reginald H Elvin*

~~Handwritten signature~~

*W. J. STONES  
COTTAGE FARM  
ST. RADB. CO. C. F. A. M. C.*

SIGNED as a Deed by the said )  
ANN ROSEMARY KERR in )  
the presence of: )

*Ann R. Kerr*

~~Handwritten signature~~

*W. J. STONES  
COTTAGE FARM  
ST. RADB. CO. C. F. A. M. C.  
F. A. M. C.*