

THE CHARITY COMMISSION FOR ENGLAND AND WALES

Under the power given in the Charities Act 2011

Orders that from today, the

16 April 2014

this

SCHEME

will alter or affect the existing trusts of the charity

known as

ELLINGHAM UNITED CHARITIES, ESTATE CHARITY (255749)

at

Ellingham, Norfolk

A trustee of staff of the Charity Commission authorised to act on behalf of the Charity Commission

Alex Young

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.

“the trustees” means the trustees of the charity acting under this scheme and

“trustee” means one of the trustees.

“the governing document” means the schemes of the Commission dated 8 January 1918 and 27 January 1920.

2. Alteration of governing document

The governing document will take effect with Clause 39 deleted, and the following clause inserted in its place:

(1) A trustee may receive from the charity reasonable expenses properly incurred, or to be incurred, by him or her when acting on behalf of the charity.

(2) No trustee may:

(a) buy or receive goods or services from the charity on terms preferential to those applicable to other trustees of the public; or

(b) receive any payment or other financial benefit from the charity; or

(c) acquire or hold any interest in property of the charity (except in order to hold it as a trustee of the charity);

unless the payment or transaction is:

(d) permitted in accordance with, and subject to the conditions in, section 185 or 189 of the Charities Act 2011 (*remuneration of charity trustees providing services to charity; trustee indemnity insurance*); or

(e) permitted in accordance with, and subject to the conditions in, sub-clause 4 of this clause; or

(f) previously and expressly authorised in writing by the Commission.

(3) A trustee may receive payment for goods supplied to the charity, provided that:

(a) the sums paid to the trustee do not exceed an amount that is reasonable in all the circumstances; and

(b) the trustee is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her with regard to the supply of goods to the charity; and

- (c) the other trustees are satisfied that it is in the interests of the charity to contract with that trustee, rather than with someone who is not a trustee (in reaching that decision, the trustees must balance the advantages and disadvantages of contracting with a trustee); and
 - (d) the reason for their decision is recorded by the trustees; and
 - (e) the number of trustees in receipt of any payments authorised by this clause is a minority of the trustees then in office.
- (4) In this clause:
- (a) “charity” includes any company in which the charity:
 - holds more than 50% of the shares; or
 - controls more than 50% of the voting rights attached to the shares; or
 - has the right to appoint one or more directors to the Board of the company;
 - (b) “trustee” includes any child, parent, grandchild, grandparent, brother, sister, spouse or civil partner of the trustee or any person living with the trustee as his or her partner.

GENERAL PROVISIONS

3. 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.