# TRUST DEED

**THIS TRUST DEED** is made the ……………………. Day of October 2000 by:

1. …………, P. O Box ………………,

2. ………., P.O. Box……………..,…..
   ( In their capacity as "the settlers") of the one part,

3. …………, P.O.Box…………………………………

4. ……………, P.O.Box……………… …………………..

(In their capacity as "the first trustees" who together with future trustees or trustees are known as the trustees) of the other part.

WHEREAS the settlers are desirous of creating a trust for the aims and objectives hereinafter appearing and have contemporaneously together with this instrument transferred to the trustees Tanzania One hundred Thousand only (100,000/=) and it is contemplated that further sums or assets may be transferred to the trustees upon the same trusts,

NOW THIS DEED WITNESSETH FOLLOWS:

1. **NAME, STATUS, ADMINISTRATION AND HEADQUARTERS; LANGUAGE ENVIRONMENT**

   1. This trust shall be known as ……………………………………….. .

   2. The trust constituted by this deed and its property (the trust fund) shall be administered and managed by the trustees under the name of the ………………………………………………. or by such other name as the trustees from time to time decide with the approval of the Administrator General of Trustees.

   3. This trust is non governmental organization and shall have neither political nor religious affiliations.

   4. The headquarters of the trust shall be situated …………………….. in the United Republic of Tanzania or to such other place as may be decided by the Trustees subject to approval of the settlors

   5. The trust may open branch officers anywhere within the United Republic.

   6. The official language of the trust shall Kiswahili and English.

## 2. POWERS:

In furtherance of the objects but not otherwise the trustees may exercise any of the following powers:-

1) Raise funds and invite and receive contributions;

2) Buy, take on lease or in exchange, hire or otherwise acquire any property necessary for the achievement of the objects and to maintain an equip it for use;

3) Subject to any consents required by law sell, lease or otherwise dispose of all or any part of the property comprised in the trust fund;

4) Subject to any consents required by law, borrow money and charge the whole, or any part of the trust with repayment of the money so borrowed;

5) Co-operate with other trusts, voluntary bodies and statutory authorities operating in furtherance of the objects or of similar charitable purposes and exchange information and advice with them;

6) Establish or support any charitable trusts, associations or institutions formed for the objects or any of them;

7) Appoint and constitute such advisory committees as the trustees may think fit;

8) Employ such staff as are necessary for the proper pursuit of the objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;

9) Permit investments comprised in the trust fund to be held in the name of any clearing bank, any trust corporation or any stock broking company which is a member of the stock Exchange (or any subsidiary of such stock broking company as nominee of the trustees and to pay any such nominee reasonable and proper remuneration for acting as such;

10) Delegate to any one more of the trustees the transaction of any business or the performance of any act required to be transacted or performed in the execution of the trusts of the trust and which is within the professional or business competence of such trustee or trustees; provided that the trustees shall exercise reasonable supervision over any trustee or trustees acting on their behalf under this provision and shall ensure that all their acts and proceedings are fully and promptly reported them;

11) Establish committees, directorates and such other bodies for the proper management of the trust.

12) Do all such other lawful things as are necessary for the achievement of the objects.

## 3. APPOINTMENT OF TRUSTEES

1) Subject to the provisions of clause six the first trustees shall hold office for five years.

2) There shall be not less than two and not more than nine trustees. Every future trustees shall be appointed for a term of five years by the settlors or by the trustees if the settler are all dead.

3) In selecting persons to be appointed trustees, the settlors shall take into account the benefits of appointing a person(who through residence, occupation, employment or otherwise has special knowledge of the area of benefit or) who is (otherwise) able by virtue of his or her personal or professional qualifications to make a contribution to the pursuit of the objects or the management of the trust.

## 4. ELIGIBLITY FOR TRUSTEESHIP

1) No person shall be appointed as a trustees:-

   a) Unless he or she has attained the age of 18 years; or
   b) In circumstances such that, had he or she already been a trustees, he or she would have been disqualified for office under the provisions of the following clause.

## 5. DETERMINATION OF TRUSTEESHIP

1. A trustee shall cease to hold office if he or she:-

2. Becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;

3. Is removed from office by the appointing authority.

4. Notifies to the settlors a wish to resign (but only if at least two trustees will remain in office when the notice of resignation is to be effected).

5. Becomes unqualified to hold office of a trustee under the provisions of the trustees’ incorporation ordinance or any amendment thereto.

6**. VACANCIES**

If a vacancy occurs the trustees shall notify the settlors for filling the vacancy. So long as there shall be fewer than two trustees none of the powers or discretions hereby or by law vested in the trustees shall be exercisable.

7. **ORDINARY MEETINGS**

The trustees shall hold at least two ordinary meetings in each year.

8. **CALLING MEETING**

The first meeting of the trustees shall be called by the chairperson or if no meeting has been called within three months after the date of this deed by any two of the trustees, subsequent meetings shall be arranged by the trustees at their meetings or may be called at any time by the chairman or any two trustees upon not less than ten days’ notice being given to the other trustees.

9. **CHAIRPERSON**

The trustees at their first ordinary meeting in each year shall elect one of their number to be chairperson of their meetings until the commencement of the first ordinary meeting in the following year. The chairperson shall always be eligible for re-election. If the chairperson is not present within ten minutes after the time appointed for holding a meeting or there is no chairperson the trustees present shall choose one of their number to be chairperson of the meeting.

10. **SPECIAL MEETINGS**

A special meeting may be called at any time by the chairperson or any two trustees upon not less than four days’ notice being given to the other trustees of the matters to be discussed, but if the matters include a proposal to amend any of the trusts of this deed then upon not less than 21 days’ notice being so given. A special meeting may be called to take place immediately after or before an ordinary meeting.

11.. **QUORUM**

There shall be a quorum when at least one third of the number of trustees for the time being or two trustees, whichever is the greater, are present at a meeting.

12. **VOTING**

Every matter shall be determined by a majority of votes of the trustees present and voting on the question. The chairperson of the meeting shall have a casting vote whether he or she has or has not voted previously on the same question but no trustees in any other circumstances shall give more than one vote.

**13. MINUTES**

The trustees shall keep minutes, in book kept for the purpose, of the proceedings at their meetings.

**14. GENERAL POWER TO MAKE REGULATIONS**

Within the limits of this deed and subject to approval of the settlors the trustees shall have full power from to time to time make regulations for the management of the trust and for the conduct of their business, including the calling of meetings, the deposit of money at a bank and the custody of documents.

**15. BANK ACCOUNT**

Any bank account in which any part of the trust fund is deposited shall be operated by the trustees and shall be held in the name of the trust. All cheques and orders for the payment of money from such account shall be signed by at least two trustees.

**16. TRUSTEES NOT TO BE PERSONALLY INTERSTED**

1. Subject to the provisions of sub-clause (2) of this clause No trustee shall acquire any interest in property belonging to the trust (otherwise than as a trustee) in any contract entered into by the trustees)

2. Any trustee who is a solicitor, accountant or other person engaged in any professional may charge and be paid all the usual professional charges for business done by him or his or her firm when entrusted by the other trustees to act in a professional capacity on behalf of the trust. Provided that at no time shall a majority of the trustees benefit under this provision and that a trustees shall withdraw from any meeting of the trustees at which his or her own instructions or remuneration, or that of his or her firm, is under discussion)

**17. MANAGEMENT OF LAND**

Subject to any contents which may be required by law, the trustees shall either sell or let any land belonging to the trust which is not required to be retained or occupied in furtherance of the objects.

## 18. LEASES

The trustees shall ensure that on the grant by them of any lease the tenant shall execute a counterpart lease. Every lease shall contain a covenant on the part of the tenant for the payment of rent and a provision for re-entry on non-payment of rent or non- performance of the covenants contained in the lease.

## 19. REPAIR AND INSURANCE

The trustees shall keep in repair and insure to their full value against fire and other usual risks all the buildings of the trust which are not required to be kept in repair and insured by the tenant and shall also insure suitably in respect of public liability and employer's pliability:

## 20. ACCOUNTS

The trustees shall:-

i. Keep accounting records for the Trust

ii. Prepare annual statements of account for the Trust.

iii. Cause the auditing or independent examination of the statements of accounts of the Trust.

## 21. AMENDMENT OF TRUST DEED

1) Subject to approval of the settler, the trustees may amend the provisions of this deed.

2) Any amendment shall be made by deed under the authority of a resolution a passed at a special meeting of the trustees.

3) The trustees should promptly send to the administrator general a copy of any amendment made under this clause.

## 22. SEAL

The trustees shall provide a common seal which shall be kept under such custody and control as the trustees shall from time to time determine. The seal shall not be affixed to any instrustment except pursuant to resolution of the trustees and in the presence of at least two trustees, and the said trustees shall sign every instrument to which the common seal shall be so affixed in their presence, the seal shall have the inscription of the words …………………………………………………………………………………………………………………………………………………………………………………………………………

IN WITNESS WHEREOF the parties here to have set their respective hands the day and year first before written.

SIGNED and Delivered by the said ……………...
……………………………………………………....
…………………………………………………… …………………
…………………………………………………… (Settlor)

who is known to me personally/identified to me by
…………………………………………………… ………………..
the latter being known tome personally in my (Settlors)
presence this …………. Day of …………..19……

NAME …………………………………………..

SIGNATURE …………………………………...

POSTAL ADDRESS ……………………………
……………………………

QUALIFICATION ………………………………
………………………………

SIGNED and DELIVERED by
the said ………………………….. ……………………
…………………………………… (Trustee)
…………………………………… ……………………
…………………………………… (Trustee)
…………………………………… …………………….
who are known to me personally/ (Trustee)
identified to me by ……………… …………………….

the latter being known to me in my (Trustee)
this …………day of …………1999 ……………………

(Trustee)

……………………

(Trustee)

BEFORE me ……………………………..
Signature …………………………….
Postal Address…………………………….
…………………………….
Qualification …………………………....