

**SUPPLEMENTAL DEED OF TRUST** made the Third Day of April 2006 by

Iain MacDonald McColl  
Dr John Donald Munro Gordon  
Colin Graham Campbell  
Seamus Anderson

(the persons from time to time acting hereunder being hereinafter called “the Trustees”)

WHEREAS (One) by Disposition granted by Frank Reginald Hucklesby in favour of the trustees dated twenty second and twenty third of October Nineteen Hundred Thirty Five and recorded in the Division of the General Register of Sasines applicable to the County of Argyll on the twenty sixth day of November Nineteen Hundred and Thirty Five as amended by the Deed of Trust dated seventh of October Two Thousand and One, we as Trustees have right to the subjects described which comprise a hall for the use of the inhabitants of Seil Island and environs, and (Two) it is right and proper that we should declare the purposes for which we hold the said subjects THEREFORE WE HEREBY DECLARE as follows, videlicet:-

**FIRST OBJECTS**

The objects of the trust shall be to promote the benefit of the inhabitants of Seil and Easdale Islands and their environs without distinction of sex, sexuality, political, religious or other opinions by associating the local statutory authorities, voluntary organisations and inhabitants in a common effort to advance education and to provide facilities or assist in the provision of facilities, in the interest of social welfare for recreation and other leisure-time occupation so that their conditions of life may be improved. In furtherance thereof, but not otherwise, the trustees shall seek, through a committee of management:

- (i) to provide suitable facilities that will allow the local residents to participate in a range of educational, cultural, recreational, social welfare and sporting activities; and
- (ii) to manage the Seil Island Community Hall and the proposed Seil Island Community Centre.

**SECOND COMMITTEE OF MANAGEMENT**

- (a) The general management and control of the trust subjects and the arrangements for their use shall be vested in a Committee of Management (hereinafter called “the Committee”) which shall meet not less than eight times a year and shall consist of:
  - 1 trustee
  - 8 members elected at the Annual General Meeting by the inhabitants of Seil Island and its environs
  - representatives elected by clubs and associations that regularly use the hall.
- (b) Electors and those elected or nominated must be over the age of 18.
- (c) At the first Annual General Meeting referred to in Clause 3 hereof all the members of the committee shall retire from office but shall be eligible for re-election.

(d) The names of the representative members of the Committee will be notified by the club or association concerned to the Secretary of the Committee one month before the first General Meeting and each subsequent Annual General Meeting. Casual vacancies among representative members may be filled by the clubs or association concerned. Any person so appointed shall hold office only until the next following Annual General Meeting but shall be eligible for re-appointment.

(e) The Committee shall have the power to co-opt additional members who may have a particular expertise, up to a maximum of one fifth of the total number of members elected to the committee. Co-opted members must be over 18 years of age at the date of their co-option.

(f) No member of the Committee shall take or hold any interest in any property belonging to the Trust otherwise than as Trustee for the purposes thereof or receive any remuneration or be interested in the supply of work or goods at the cost of the Trust.

(g) The Committee may from time to time make/alter Rules and Regulations for the conduct of its business and for the summoning and conduct of its meetings and in particular with reference to the terms and conditions upon which the Trust subjects may be used for meetings, lectures and classes, social welfare and other forms of recreation and leisure time occupation as will improve the conditions of life for the inhabitants of Seil Island and its environs.

Any such Rules and Regulations shall not be inconsistent with provisions of these presents.

### **THIRD ANNUAL GENERAL MEETING**

There shall be an Annual General Meeting to be convened by the Committee in the month of December in each year; the first of such meetings (hereinafter called the "first General Meeting") shall be convened in the month of December 2004 by one week's notice to be affixed to some conspicuous part of the Trust subjects or other conspicuous place or places on Seil Island and its environs; those entitled to attend and vote at such meetings shall be the inhabitants of the age of 18 years and upwards on Seil Island and its environs; the purposes of the said meetings shall be to receive the Annual Report and Accounts of the Committee, to elect members of the Committee, to take such action as may be necessary under Clause 5 hereof and to appoint an auditor who shall not be a Trustee or a member of the Committee.

### **FOURTH CASUAL VACANCIES**

In the event of an elected member of the Committee dying, resigning or leaving the said Seil Island and its environs the Committee shall have the power to fill the vacancy caused thereby. Any person so appointed shall hold office only until the next following AGM and shall then be eligible for re-election.

## **FIFTH. LAPSED CLUBS OR ASSOCIATIONS**

If any club or association entitled to appoint a member of the Committee ceases to exist or fails to make the appointment in the manner foresaid before the Annual General Meeting in any year the Annual General Meeting shall decide in what way, if at all, the vacancy shall be filled.

## **SIXTH DETERMINATION OF MEMBERSHIP**

Any member who is incapacitated from acting, or who intimates to the Committee by letter a wish to resign, shall thereupon cease to be a member.

## **SEVENTH OFFICE BEARERS**

All office bearers must be over 21 years of age at the time of their election to office.

## **EIGHTH CHAIRPERSON AND VICE-CHAIRPERSON**

The Committee, at its first meeting in each year after the Annual General Meeting shall elect one of its number to be Chairperson for its meetings and may elect one if its number to be Vice-Chairperson. The Chairperson and Vice-Chairperson shall continue in office at the pleasure of the committee or until their successors are respectively elected. If the Chairperson is absent from any meeting, the Vice-Chairperson shall preside; otherwise the members present shall, before any other business is transacted, choose one of their number to preside at that meeting.

## **NINETH STAFF**

The Committee shall have power to appoint and dismiss a Secretary and a Treasurer (who may or may not be salaried officials) and such other employees as it may from time to time determine. The office of Secretary and Treasurer may be combined. No Trustee or member of the Committee shall be appointed to any salaried office or to any office paid by fees and no remuneration or other benefit in money or money's worth shall be given to any Trustee or member of the Committee except reimbursement of out-of-pocket expenses.

## **TENTH RULES FOR PROCEDURE AT ALL MEETINGS**

(a) Voting Subject to the provisions of Clause Fifteenth, all questions arising at any meeting shall be decided by a majority of those present and entitled to vote thereat. In the case of an equality of votes the Chairperson shall have a second or casting vote.

(b) Quorum One third of the members shall form a quorum at Committee meetings. Twenty members shall form a quorum for Annual General Meetings.

(c) Minutes Minutes Books shall be kept by the Committee and the Secretary shall enter therein a record of all proceedings and Resolutions. The Minute Book shall be in a form agreed by the Committee.

## **ELEVENTH REPAIRS AND INSURANCE**

The Committee shall maintain the Trust subjects and the furniture and effects therein in good repair and shall keep them insured for their full replacement value against fire and loss or damage from whatever cause arising.

## **TWELTH FINANCE**

All payments in respect of the use of the Trust subjects and all donations or funds raised for the benefit thereof shall be paid into Trust Accounts at the Bank of Scotland at Oban or such other Bank as shall from time to time be substituted therefore by the Committee.

## **THIRTEENTH**

The monies standing to the credit of the said accounts shall be applied as the Committee shall decide in repairing and insuring the Trust subjects or the furniture and effects therein as hereinbefore provided and in paying all rent (if any), rates, taxes salaries of paid officers and servants and other outgoings and in providing furniture books, newspapers, periodicals and other literature and means of recreation and otherwise for the upkeep and improvement of the Trust subjects. Where the building erected is considered beyond repair, the monies standing to the credit of the said accounts shall be applied to providing a replacement building. The Committee shall have the power to raise loans as required to pursue the objects of the Trust, and to charge assets where appropriate.

## **FOURTEENTH**

The Committee shall provide the Trustees with sufficient funds to meet all such expenditure (if any) in connection with the Trust subjects as the Trustees may be liable for and shall keep the Trustees indemnified against all liability (if any) in respect thereof.

## **FIFTEENTH APPOINTMENT OF NEW TRUSTEES**

Vacancies in the office of Trustees shall be filled up by persons appointed by the Committee. The number of trustees shall at no time be less than four. In case any vacancy or vacancies occur in the number of Trustees and the same shall not be filled up by the Committee within three months of its occurrence, the Trustees shall have power to assume some person or person to fill such vacancy or vacancies.

## **SIXTEENTH DISSOLUTION**

If the Committee decide by a majority at any time on the ground of expense or otherwise it is necessary or advisable to discontinue the use of the Trust subjects in whole or part for the purposes stated in Clause 1 hereof, they shall call a meeting of the inhabitants of the age of 18 years and upwards of the said Seil Island and environs of which meeting not less than 14 days' notice shall be given by affixing a copy of the notice containing the proposed Resolution to some conspicuous part of the Trust subjects or other conspicuous place or places in the said Seil Island and if such

decision shall be confirmed by a majority of such inhabitants present at such meeting and voting the Trustees may, subject to their approval, let or sell the Trust subjects or any part thereof and all monies arising from letting or sale (after satisfaction of any liabilities properly payable thereout) shall be applied either in the hire or purchase of other subjects approved by the Trustees and be held upon trust for the purposes and subject to the provision hereinbefore written or as near thereto as circumstances will permit or towards such other charitable purposes or objects for the benefit of the inhabitants of the said Seil Island and environs as may be approved by the Trustees and in the interval such monies shall be invested in the name of the Trustees and any income arising therefrom shall either be accumulated (for such time as may be allowed by law) by investing the same and the resulting income thereof in like manner as an addition to and to be applied as the capital of such investments or shall be used for any purpose for which the income of the Trust subjects may properly be applied.

### **SEVENTEENTH ALTERATIONS**

Any proposal to alter the terms of these presents must be approved by a majority of the Committee or be supported in writing by not less than fifty of the inhabitants of the said Seil Island and environs and in the latter case delivered in writing to the Secretary of the Committee not less than twenty eight days before the date at which it is first to be considered.

A Resolution to alter these presents shall not be effective unless Notice of the meeting at which is proposed shall have been given in terms of clause 12 hereof and it has been passed by a three-fourths majority of those present and entitled to vote at such meeting.

Subject to agreement by the Trustees, they shall by Supplemental Deed of Trust give effect to any alteration to these presents duly passed in terms of this Clause: IN WITNESS WHEREOF

### **TRUSTEES**

IAN MACDONALD MCCOLL

DR JOHN DONALD MUNRO GORDON

COLIN GRAHAM CAMPBELL

SEAMUS ANDERSON

### **WITNESS**

