

Grenfell Fire Disaster Trust

This declaration of trust is made [date] by
[Name of first trustee] of [address] and
[Name of second trustee] of [address]
[Name of third trustee] of [address]

(“the Original Trustees”)

Whereas:

- 1 This Trust shall be known as the Grenfell Fire Disaster Trust.
- 2 The general purpose of this Trust is to make provision for those affected by the Fire and their families.

Now this deed witnesses as follows:

1 Definitions

In this Trust:

- 1.1 “**The Fire**” means the fire which occurred on 14 June 2017 at Grenfell Tower in North Kensington, London.
- 1.2 “**The Beneficiaries**” means:
 - 1.2.1 Those who died or suffered Injury or Loss directly or indirectly as a result of the Fire.
 - 1.2.2 The descendants, Spouses and Surviving Spouses of 1.2.1 above.
 - 1.2.3 Those who were dependents of 1.2.1 above at the date of the Fire.
 - 1.2.4 Such charities as the Trustees (having regard to the general purpose of the Trust) think fit.
- 1.3 The Trustees may determine who qualifies as a Beneficiary within the above definition.
- 1.4 “**Injury or Loss**” includes any physical injury, mental harm, emotional distress and financial loss.
- 1.5 “**Spouse**” includes a civil partner within the meaning of section 1 Civil Partnership Act 2004 and a person is a “**Surviving Spouse**” whether or not they have remarried or entered into another civil partnership.
- 1.6 “**The Trustees**” means the Original Trustees or the trustees of this Trust for the time being.

- 1.7 **“The Trust Fund”** means:
- 1.7.1 property transferred to the Trustees to hold on the terms of this Trust; and
 - 1.7.2 all property from time to time representing the above.
- 1.8 **“The Trust Period”** means the period of 125 years beginning with the date of this Trust.
- 1.9 **“Trust Property”** means any part of the Trust Fund.
- 1.10 **“Charity”** has the same meaning as in the Charities Act 2011.

2 Trust Income

During the Trust Period and subject to the Overriding Powers below:

- 2.1 The Trustees may accumulate the whole or part of the income of the Trust Fund. That income shall be added to the Trust Fund.
- 2.2 The Trustees shall pay or apply the remainder of the income to or for the benefit of any Beneficiaries, as the Trustees think fit.

3 Overriding Powers

The Trustees shall have the following powers (“Overriding Powers”):

- 3.1 *Power of appointment*
- 3.1.1 The Trustees may appoint that they shall hold any Trust Property for the benefit of any Beneficiaries, on such terms as the Trustees think fit.
 - 3.1.2 An appointment may create any provisions and in particular:
 - 3.1.2.1 discretionary trusts;
 - 3.1.2.2 dispositive or administrative powers; exercisable by any Person.
 - 3.1.3 An appointment shall be made in writing and may be revocable or irrevocable.
- 3.2 *Transfer of Trust Property to another trust*
- 3.2.1 The Trustees may by resolution in writing declare that they hold any Trust Property on trust to transfer it to trustees of another trust, wherever established, to hold on the terms of that trust, freed and released from the terms of this Trust.
 - 3.2.2 The Trustees shall only exercise this power if every Person who may benefit is (or would if living be) a Beneficiary.
- 3.3 *Power of advancement*
- The Trustees may pay or apply any Trust Property for the advancement or benefit of any Beneficiary.
- 3.4 *Commemoration*
- The Trustees may apply any Trust Property for an appropriate

commemoration or memorial of the Fire.

3.5 The Overriding Powers shall be exercisable only:

3.5.1 during the Trust Period; and

3.5.2 at a time when there are at least three Trustees, or the Trustee is a Trust Corporation within the meaning of the Trustee Act 1925.

4 Default Clause

Subject to that, the Trust Fund shall be held on trust for such charitable purposes or for such charities as the Trustees (having regard to the general purpose of the Trust) think fit.

5 Further Provisions

5.1 The standard provisions of the Society of Trust and Estate Practitioners (2nd Edition) shall apply except that clause 10 (Trustee remuneration) shall not apply.

5.2 The Trustees have power to raise funds.

5.3 The Trustees may employ and pay a manager and other staff.

5.4 There must be at least 3 Trustees or a Trust Corporation.

5.5 The Trustees may, by writing, appoint another person or persons to be an additional Trustee or Trustees, and the number of Trustees may be increased beyond four.

5.6 A person shall not be entitled to act as a Trustee if they would not be entitled to act as trustee of a charitable trust.

5.7 The Trust accounts must be examined by an independent examiner or audited in the same way as would be required for a charitable trust.

5.8 The Trustees must make the Trust accounts available to any Beneficiary and any other person who requests to see them but details of grants to individual Beneficiaries shall remain confidential.

5.9 In exercising their powers the Trustees shall have regard to the general purpose of the Trust.

5.10 This Trust is not intended to be a charitable trust.

5.11 This Trust is irrevocable.

In witness, [etc.]

Settled

James Kessler QC
Lincoln's Inn

London W32A 3UE

16 June 2017