

THE DECLARATION OF TRUST is made the 11th day of November 1988

Pelham House,
St Andrew's Lane,
Lewes, East Sussex BN7 1UN (in this Deed called "the Council")
W H E R E A S

(A) The Council has by an agreement in writing dated 18 May 1988 and made between The Honourable Cecil Antony Sylvester Grimston and others (the personal representatives of the late The Eight Honourable William Herbrand Sackville Tenth Earl De La Warr) of the one part and the Council of the other part contracted to purchase the freehold property therein specified being (i) the Manor or Lordship or reputed Manor or Lordship of Duddleswell in the County of East Sussex together with the rights which devolve therewith (ii) the waste of the said Manor or Lordship comprising (inter alia) Ashdown Forest as more particularly described therein

(B) Ashdown Forest is an area of outstanding beauty and an amenity and place of resort for members of the public which is now regulated by the Conservators of Ashdown Forest (in this Deed called "the Conservators" which expression shall where the context permits include any body which may replace them) pursuant to the Ashdown Forest Act 1974

(C) The Council intends that upon completion of the said agreement the freehold property and Lordship of the Manor referred in Recital (A) comprised therein shall (with the exception of certain waste and certain manorial incidents) become held by it upon the charitable trusts herein contained

(D) The Council holds the sum of £100 which it intends shall be held upon the charitable trusts herein contained

NOW THIS DEED WITNESSETH as follows:

1. Definitions

- (1) In this Deed each of the following expressions has where the context permits the meaning set against it below:
 - (a) "the charity" constituted by this Deed
 - (b) "Ashdown Forest" such freehold property as is conveyed to the Council pursuant to the said agreement and is declared by the Council to be held upon the charitable trusts herein contained (but excluding any manorial waste or manorial incidents conveyed to the Council pursuant to the said agreement but not subject to any such declaration) together with any

additions thereto pursuant to clause 6 below but subject to any adjustments of boundaries that may be made pursuant to clause 7(1) (k) below)

(c) “the Endowment Fund”

(i) the above mentioned sum of £100

(ii) any additions to the Endowment Fund pursuant to clauses 5 or 6 below

(iii) any accumulations of income made under clause 4 (a) below

(iv) the property from time to time representing the foregoing

(d) “the Trustee” the County or other the trustees or trustee for the time being of this deed

(e) “the County” the County of East Sussex (or any local authority or other body that may replace that County as a result of any reorganisation of local authority areas)

(2) The headings in this Deed are inserted for convenience only and shall not affect the construction hereof

2. Name of Charity

THE Charity constituted by this Deed shall be called the Ashdown Forest Trust

3. Trusts affecting Ashdown Forest

(1) ASHDOWN FOREST is part of the permanent endowment of the charitable trust constituted by this Deed

(2) The Trustee shall hold Ashdown Forest upon trust for the following object namely the purpose of promoting the conservation of Ashdown Forest as a quiet and natural area of outstanding beauty and as an amenity and place of resort for members of the public

4. Trusts affecting Endowment Fund and income

THE Trustee shall hold the Endowment Fund upon trust to apply the income thereof and with power to apply the capital thereof and shall hold the net rents profits and other income of Ashdown Forest upon trust to promote the object set out in clause 3 above but so however that

- (a) the Trustee may during the period of twenty-one years from the date hereof and during such longer period (if any) as is permitted by law accumulate any income of the Endowment Fund and any net rents profits and other income of Ashdown Forest by investing the same in any investments hereby authorised as part of the capital of the Endowment Fund
- (b) the Trustee may from time to time apply any capital or income of the Endowment Fund or any net rents profits and other income of Ashdown Forest which in the opinion of the Trustee is surplus to the requirements of promotion of the object set out in clause 3 above in the furtherance (insofar as the same is exclusively charitable but not further or otherwise) of nature conservation in the County in such manner as the Trustee thinks fit including (without prejudice to the generality of the foregoing) by way of making grants to any other charity or body (including the Council or any other local authority in the County) for the purpose of nature conservation in the County

5. Fund raising

(1) THE Trustee shall in furtherance of any objects of the Charity have power to raise funds by appealing for and inviting and accepting contributions (whether periodical or otherwise) from any person or bodies by way of donation covenant grant loan legacy or subscription

(2) Any funds received by the Trustee (not being land acquired under the power conferred by clause 6 below) shall (subject to sub-clause 3 below) form part of the Endowment Fund and be held upon the trusts and with and subject to the powers and provisions applicable thereto

(3) Notwithstanding clause 5(2) above the Trustee may accept donations on any special trusts (being exclusively charitable trusts) in connection with the Charity

(4) The Trustee may from time to time issue any report on the work of the Charity

6. Additions to Ashdown Forest

- (1) THE Trustee shall have power to acquire
 - (a) any freehold land of outstanding beauty in the vicinity of Ashdown Forest which in the opinion of the Trustee might be enjoyed as an amenity and place of resort for members of the public as an addition to Ashdown Forest
 - (b) any freehold or leasehold land or building the holding of which by the Charity would protect or enhance the beauty or amenities of Ashdown Forest (or any land acquired pursuant to paragraph (a) above) or facilitate the access thereto by members of the public
- (2) Any land acquired under the power hereby conferred may be acquired by donation purchase or otherwise and in the case of purchase the purchase monies may be raised out of the Endowment Fund or out of funds raised under the powers conferred by clause 5 above or out of monies raised under the powers conferred by clause 8 (b) below or by a combination of any of the above methods
- (3) Any land acquired pursuant to clause 6 (1) (a) above shall from the time of its acquisition be treated as part of Ashdown Forest for the purposes of this Deed
- (4) The Trustee may at any time revocably or irrevocably determine that any land or buildings acquired under clause 6 (1) (b) above shall thenceforth be held as part of Ashdown Forest for the purposes of this Deed but until and in default of any such determination any such land shall form part of the Endowment Fund
- (5) Notwithstanding clauses 6 (3) and (4) above the Trustee may accept the donation of any land on any special trusts (being exclusively charitable trusts) in connection with the Charity

7. Management of Ashdown Forest

- (1) THE Trustee shall subject to clauses 7 (2) and (3) below and subject to such consents as are by law required have in the course of management or administration of Ashdown Forest and in furtherance of the object set out in clause 3 above, power (subject to such consents as are by law required) to do all such lawful things as the Trustee considers to be expedient and in the interests of the Charity including without prejudice to the generality of the foregoing the following:
 - (a) power to exercise all such rights as are vested in the Lord of the Manor of

Duddleswell the benefit of which is vested in the Trustee as trustee of this deed

- (b) power to authorise the Conservators to act in accordance with the Ashdown Forest Act 1974 (or any statutory re-enactment or modification thereof) in cases where the consent of the Lord of the Manor is required
- (c) power to permit the Conservators;
 - (i) to collect any profits rents or other income of Ashdown Forest
 - (ii) to apply any profits rents or other income of Ashdown Forest (whether collected by the Conservators or paid by the Trustee to the Conservators) in furtherance of the object set out in clause 3 above and so that the Trustee may authorise the Conservators to determine the manner in which any such profits rents or other income are to be applied in furtherance of the said object PROVIDED that no such authority shall be conferred on the Conservators save on the terms that the Conservators report in writing to the Trustee as to the manner in which any such profits rents or other income is applied as soon as reasonably practicable after they have been so applied
- (d) power to enter into conservation programmes and grazing regimes as appear to be beneficial for the proper management of Ashdown Forest
- (e) power to work together with the Conservators or any other body concerned with conservation or ecology in connection with the management of Ashdown Forest
- (f) power to extract and dispose of stone from Ashdown Forest
- (g) power to grant licences in respect of horse-riding fishing and other sporting activities
- (h) power to authorise or carry out timber and Christmas Tree sales
- (i) power to plant or remove trees shrubs and other flora in or from Ashdown Forest
- (j) power to grant upon such terms and conditions as the Trustee thinks fit any lease of any part of Ashdown Forest (including any golf course therein) for a term not exceeding twenty-one years
- (k) power to settle any dispute as to the boundaries of Ashdown Forest upon such terms and conditions as the Trustee thinks fit and power to adjust the boundaries of Ashdown Forest in the interests of the proper management

thereof by exchanging any land comprised therein for any other land upon such terms including terms as to payment of equality money as the Trustee considers to be in the interests of the Charity

(2) The exercise of the powers conferred by clause 7(1) above shall take effect subject to the Ashdown Forest Act 1974 (or any statutory re-enactment or modification thereof) and to the rights of common attaching to Ashdown Forest

(3) Nothing in clause 7(1) shall be construed as authorising the Trustees to sell the freehold interest in Ashdown Forest or any part thereof nor as conferring any larger powers of leasing or exchange than those conferred by Clause 7(1)(j) and (k) hereof

8. General powers

IN furtherance of any objects of the Charity the Trustee shall, (in addition to all other powers hereby or by law vested in them) have the following powers: ...

(a) power to invest any trust money in the Endowment Fund in the purchase of or at interest upon the security of such stocks funds shares securities or other investments or property of whatever nature and wherever situate as the Trustee in its absolute discretion thinks fit to the intent that the Trustee shall have the same full and unrestricted powers of investing and transposing investments as if they were beneficially entitled to the Endowment Fund

(b) power to raise or borrow money for the purpose of the Charity and (subject to such consents as are by law required) on such security as the Trustee in its absolute discretion thinks fit

(c) power to purchase take on lease or in exchange or otherwise acquire any property for use for the purposes of the Charity and so that any such property so acquired shall form part of the Endowment Fund

(d) power (subject to such consents as are by law required) to sell mortgage let or exchange any property comprised in the Endowment Fund

(e) power to employ such persons to perform such duties as the Trustee considers necessary for the proper administration of the Charity at such reasonable salaries and on such reasonable terms as to notice and otherwise as the Trustee thinks fit and to provide for the payment of such pensions and superannuation for such persons as may be reasonable and necessary

(f) power (subject to such consents as are by law required) to do all such lawful things as shall further the objects of the Charity

(g) power to make regulations from time to time for the administration of the Charity

9. Accounts

THE Trustee shall keep a minute book and proper books of account and shall prepare consecutive statements of account consisting of an income and expenditure account relating to a period of not more than twelve months and a balance sheet relating to the end of such period

10. Banking

(1) THE Trustee shall maintain in the name of the Charity such banking accounts for the Charity as they consider convenient and every sum received on account of the Charity shall be paid to the credit of such accounts

(2) Cheques issued by the Charity shall be signed by two persons

11. The Trustee

(1) ANY resolution of the Council as trustee of this Deed shall be in writing and signed on behalf of the Council in accordance with the standing orders of the Council

(2) While the Council is sole trustee hereof the Council may delegate to any Committee or Sub-Committee of the Council the exercise of any of the Trustee's powers or discretions hereunder Provided that any such Committee or Sub-Committee shall report in writing to the Council as to any exercise of the Trustee's powers or discretions hereunder as soon as reasonably practicable after the time of such exercise

(3) Any person dealing with the Charity while the Council is sole trustee or a trustee thereof shall be entitled to accept any statement signed by the County Secretary for the time being of the Council as conclusive evidence that such persons as are mentioned therein are duly authorised to act on behalf of the Charity

(4) In the event of any person or persons being appointed trustees hereof in addition to or in place of the Council the Trustee shall have power to make regulations concerning the conduct of the Trustee's business including the summoning and chairmanship of meetings the number of trustees required to constitute a quorum the signing of cheques and the custody of deeds documents and securities

(5) Any trustee for the time being hereof being a solicitor accountant or other person

engaged in any profession shall be entitled to charge and be paid all usual professional or other charges for work done by him or his firm when instructed by Ms co-trustees so to act in that capacity on behalf of the Charity PROVIDED that the independent professional advice in writing shall first have been obtained by the Trustee

(6) The Council may as trustee of this Deed enter into any transaction or do or omit any thing or matter notwithstanding that the Council has in relation to that transaction thing or matter an interest in another fiduciary capacity or an interest arising in the course of or performance of any of its statutory functions or powers

12. Amendment and incorporation

(1) THE Trustee may amend any of the provisions of this Deed {other than clauses 3 and 4 above) by any deed or deeds revocable or irrevocable supplemental to this Deed but so however that no amendment shall be made which will cause the Charity to cease to be a charity at law

(2) The Trustee may at any time or times transfer Ashdown Forest or the Endowment Fund to any charitable corporation the objects of which ensure that Ashdown Forest or the Endowment Fund will be held upon exclusively charitable trusts and with and subject to powers and provisions substantially identical to the trusts powers and provisions herein contained (subject to any amendment under clause 12(1) above).

IN WITNESS whereof

9604

THE COMMON SEAL of
EAST SUSSEX COUNTY COUNCIL

was affixed hereto on the day and year first before written in the presence of;-

J F Herring
Acting County Secretary