

CONFORMED COPY: 24 September 2021

The original trust deed dated 13 February 2012 as amended by Charity Commission Scheme dated 22 June 2012 and deeds of amendment dated 5 June 2013, 23 July 2018 and 24 September 2021.

DATED 13 February 2012

BIG LOTTERY FUND (1)

AND

LOCAL TRUST (2)

**TRUST DEED
Establishing a charity called
Big Local Trust**

CONFORMED COPY: 24 September 2021

CONTENTS

1	Interpretation
2	Name of Charity
3	Trustee
4	Trust Fund and Income
5	Objects of the Charity
6	Powers and Duties of Trustee
7	Investment
8	Delegation
9	Reimbursement of Trustee
10	Trustee benefit and conflicts of interest
11	Administration of Charity
12	The Protector
13	Qualifications of Protector
14	Amendment of Trust Deed
15	Amendments to Articles of the Trustee
16	Wishes of the Founder

Schedule 1

Part 1: Definitions

Part 2: Interpretation

Schedule 2:

Powers of the Protector

Schedule 3A:

Powers of the Trustee

Schedule 3B:

Administration of the Charity

Schedule 4:

Power of Investment

Schedule 5:

Delegation of Power of Investment

Schedule 6:

Areas of Benefit

Schedule 7:

Agreement under Clause 8.4

Schedule 8:

Wishes of the Founder

Schedule 9:

The Conditions

Schedule 10:

Recognition of Funding

CONFORMED COPY: 24 September 2021

THIS TRUST DEED is made the 13 day of February 2012

BETWEEN

The Founder Big Lottery Fund, a non-departmental public body corporate established by Section 36 A of the National Lottery etc Act 1993

The Trustee Local Trust (Company Number 7833396) a private company limited by guarantee and registered as a Charity (number 1147571)¹ whose registered office is at Unit 5, Angel Gate, 320-326 City Road, London EC1V 2PT

BACKGROUND

- A The Trustee holds the Initial Property on the terms set out in the Trust Deed and subject to the Conditions in Schedule 9.²
- B The Founder, in exercise of its powers under Section 36B of the National Lottery etc Act 1993 intends to give £196,873,499 to the Trustee to be held on the same terms.
- C The Trustee has the power to act on the terms set out in this deed, based on the Big Local Business Plan and Big Local Regulations.

OPERATIVE PROVISIONS

NOW THIS DEED WITNESSES as follows:

1 Interpretation

In this deed:

- 1.1. the definitions in Part 1 of Schedule 1; and
 - 1.2. the rules of interpretation in Part 2 of Schedule 1
- shall apply.

2 Name of Charity

The name of the Charity shall be Big Local Trust.

3 Trustee

- 3.1. The Trustee shall be the sole trustee of the Charity subject to the right of the Protector to appoint and remove trustees under Schedule 2 of the Trust Deed.
- 3.2. No-one shall be entitled to act as a Trustee in the future until after having executed a declaration of willingness to be bound by the provisions of the Trust Deed including the Conditions.

¹ As amended by a deed dated 5 June 2013 pursuant to a resolution of the Directors dated 26 September 2012

² As amended by a deed dated 5 June 2013 pursuant to a resolution of the Directors dated 26 September 2012

4 **Trust Fund and Income**

- 4.1. The Trustee shall hold the Trust Fund upon trust to invest it and to apply the same so that as far as possible and in furtherance of the Objects, the Trustee shall have spent a least £220 million (made up of the Grant and a minimum of £20 million of Income), by the expiration of fifteen years from the date of Trust Deed, save that if the Trust Fund earns less than £20 million of Income the Trustee shall have spent the lesser amount of £196,873,499 plus the amount of Income already received. In the eleventh³ year of the Trust Deed the Trustee will identify the local area plans for sustainability (as approved by the Protector and the Founder) and which may require the Trust Deed to be amended accordingly.
- 4.2. The Trust Fund shall be applied in furtherance of the Objects and particularly in, in relation to, or for the benefit of the localities in each region specified in Schedule 6 as amended from time to time. The Trust Fund may also be applied in furtherance of the Objects to activities not connected with the regions specified in Schedule 6 but only to the extent that any such application may reasonably be regarded as minor by the Trustee in the context of the value of the Trust Fund as a whole. The Trustee shall in its absolute discretion determine whether a locality has been allocated the appropriate proportion of the Trust Fund which may be attributable to such locality in accordance with such method of valuation of the Trust Fund as the Trustee may from time to time think fit.⁴
- 4.3. The Income shall be applied in furtherance of the Objects and particularly in, in relation to, or for the benefit of the localities in each region specified in Schedule 6 as amended from time to time in such proportions as the Trustee shall in its absolute discretion think fit, regard being had to the level of Distributions made in each locality. The Income may also be applied in furtherance of the Objects to activities not connected with the regions specified in Schedule 6 but only to the extent that any such application may reasonably be regarded as minor by the Trustee in the context of the value of the total Income.⁵
- 4.4. Money which is not applied in accordance with clause 4.1 in any year shall continue to be held on the trusts set out herein but for so long as it shall remain unapplied in furtherance of the Objects other than as otherwise provided in the [Big Local] Business Plan, the Founder shall have the power to appoint all or any part of it to a charity having similar purposes to the Charity.
- 4.5. Where money is not applied to a particular locality in accordance with clause 4.2 and Schedule 6 by reason only that Recipients cannot be found in that locality,⁶ the Trustee may with the consent of the Founder, amend the provisions of Schedule 6 so as to reduce the proportions of the Trust Fund to be

³ As amended by a deed dated 24 September 2021 pursuant to a resolution of the Directors dated 24 September 2021

⁴ As amended by a deed dated 23 July 2018 pursuant to a resolution of the Directors of 19 July 2018

⁵ As amended by a deed dated 23 July 2018 pursuant to a resolution of the Directors of 19 July 2018

⁶ As amended by a deed dated 23 July 2018 pursuant to a resolution of the Directors of 19 July 2018

applied in that locality and to provide for a corresponding increase in the proportions to be applied in one or more other localities either within the same region or in another region.

- 4.6. Any Social Investment Return shall be held by the Trustee on such charitable trusts (within the scope of the Objects or, so long as Local Trust is the Trustee, of the objects of the Trustee) as the Trustee shall in its discretion determine.⁷

5 **Objects of the Charity**⁸

- 5.1. The Objects of the charity are:

- (a) the advancement of community development; and
- (b) the relief of unemployment;

for the benefit of the public, in particular, but without limitation, in the localities in each region specified in Schedule 6.

- 5.2. Objects 5.1(a) and 5.1(b) are to be achieved in particular, but without limitation, by:

- (a) making Distributions to Recipients; and
- (b) conducting research and disseminating the useful results of such research.

- 5.3. The Distributions referred to in clause 5.2 should be made so as to develop the capacity and skills of the members of socially and economically disadvantaged communities, for the benefit of the public, in such a way that they are better able:

- (a) to identify, and help meet, their needs; and
- (b) to participate more fully in society.

6 **Powers and Duties of Trustee**

- 6.1. In furtherance of the Objects, the Trustee may exercise the powers in Schedule 3.

- 6.2. The Trustee shall ensure that proper consideration is given and, where appropriate, proper advice is obtained in relation to the performance or discharge of its functions as Trustee.

7 **Investment**

- 7.1. The Trust Fund and such of the Income which is not for the time being required for application shall be invested in accordance with the provisions of Parts II

⁷ As amended by a deed dated 5 June 2013 pursuant to a resolution of the Directors dated 26 September 2012

⁸ As amended by a deed dated 23 July 2018 pursuant to a resolution of the Directors of 19 July 2018

and III of the Trustee Act but subject to the restrictions and limitations in Schedule 4 of the Trust Deed.

- 7.2. In addition to cash held by way of investment, the Trustee may place on deposit such part of the Trust Fund and the Income as the Trustee considers will be required for application in furtherance of the Objects within any period of eighteen months.⁹

8 Delegation

- 8.1. The Trustee may appoint an Investment Manager to whom its powers of investment may be delegated subject to the provisions of Schedule 5.
- 8.2. Subject to the following provisions of this clause, the Trustee may delegate the performance or discharge of any of its functions other than those relating to investment to any person to the extent that such delegation is permitted by the Trustee Act.
- 8.3. The Directors may exercise the powers conferred on them by the Articles of Association of the Trustee to delegate any of the functions of the Trustee (other than those relating to delegation but including the function of making Distributions) to one or more committees appointed by them provided that:
- (a) the members of every committee are properly appointed in accordance with the procedures specified by the Directors
 - (b) the Directors set out strict policy guidelines in writing for such committees;
 - (c) all committees are required to report to the Directors in writing in accordance with the timescale and procedures specified by the Directors and, if applicable, give detailed written information on how the Trust Fund and the Income have been applied;
 - (d) if the purpose of a committee is to perform any part of the Trustee's investment function:
 - (1) the members shall be persons with appropriate financial and/or investment expertise; and
 - (2) the members shall make regular reports on the performance of the Investments forming part of the Trust Fund and on the performance of any Investment Manager.
 - (e) If the members of a committee do not reach a unanimous decision on any proposal, the committee shall refer the matter to the Trustee for a final decision at a meeting of the Directors of the Trustee, but any Director or Directors who are members of the committee in question shall not count in the quorum at such meeting for the purposes of considering such matter and shall have no vote on the matter.¹⁰

⁹ As amended by a deed dated 5 June 2013 pursuant to a resolution of the Directors dated 26 September 2012

¹⁰ As amended by a deed dated 5 June 2013 pursuant to a resolution of the Directors dated 26 September 2012

CONFORMED COPY: 24 September 2021

- 8.4. The Trustee may with the consent of the Protector delegate its power to make Distributions to any Agent deemed suitable by the Trustee if:
- (a) the Agent's objects are compatible with the Objects;
 - (b) the Agent enters into a service agreement with the Trustee, such service agreement to contain as a minimum the matters referred in Schedule 7
 - (c) the Agent is required to report appropriately and proportionately to the Trustee in accordance with the timescale and procedures specified by the Directors or at such intervals as may be agreed by the Protector on its activities in relation to the making of awards and give detailed written information on how the Trust Fund and the Income have been spent;
 - (d) the Trustee may terminate the arrangements on no more than three months' notice in writing and recover any portion of the Trust Fund and the Income which remains undistributed under the control of the Agent;
 - (e) the Agent is required to hold the Charity's money in a restricted fund and clearly identified account in the name of the Programme or the arrangements are such that the Agent may only call for the money from the Charity when it is needed for the purpose of making a Distribution.
- 8.5. The Trustee must exercise reasonable supervision over any delegate.
- 8.6. The Trustee may meet or reimburse the reasonable expenses of any delegate.

9 **Reimbursement of Trustee**

The Trustee may be reimbursed out of the Trust Fund or the Income in respect of any amount required:

- 9.1. to maintain such indemnity and other insurance policies as may be reasonable in order to protect the Trustee, its Directors, and the Charity provided that no such policy may protect any person from personal liability in respect of any act or omission which amounts to a breach of trust or breach of duty to the extent that such person knew or ought to have known that such act or omission was such a breach; and/or
- 9.2. to discharge expenses reasonably and properly incurred by them when acting on behalf of the Charity.

10 **Trustee benefit and conflicts of interest¹¹**

Subject to clause 9, neither the Trustee nor any Director may acquire any interest in properly forming part of the Trust Fund or the Income otherwise than as a trustee, or

¹¹ As amended by a Scheme dated 22 June 2012

CONFORMED COPY: 24 September 2021

receive remuneration or other financial benefit from the Charity or any trading company controlled by the Trustee or be interested in any contract entered into by the Trustee at the expense of the Charity but:

- 10.1. no account shall be taken of any interest consisting of up to 1% of the issued share capital of a company of which the Trustee or a Director is a member;
- 10.2. no account shall be taken of any interest of a Director in the capacity of charity trustee, director or other officer, or employee or otherwise
 - (a) of a Recipient or of an Agent which is appointed as a delegate of the Trustee for the purposes of clause 8.4 of the Trust Deed or which receives a Distribution; or
 - (b) of any organisation (whether corporate or not) which enters into a contract with the Trustee in furtherance of the Objects, including a contract for the provision of investment management services pursuant to clause 8.1,

provided the procedure set out in clause 10.3 is followed by the Trustee when deciding in each case whether to effect such appointment, make such Distribution or enter into such contract.

- 10.3. The Director in question must:
 - (a) declare the nature and extent of his/her interest before discussion begins on the matter;
 - (b) withdraw from the meeting for that item after providing any information requested by the Trustee;
 - (c) not be counted in the quorum for that part of the meeting; and
 - (d) be absent during the vote and have no vote on the matter; andif a contract with the Trustee for the supply of goods and services in return for a payment or other material benefit is in issue, the Trustee must satisfy itself that
 - (e) the goods or services are actually required by the Charity;
 - (f) it is in the best interests of the Charity to enter into such a contract; and
 - (g) the nature and level of the payment or other material benefit is no more than is reasonable in relation to the value of the goods or services.

11 **Administration of Charity**

The Trustee shall comply with the provisions of Schedule 3B in relation to the administration of the Charity.

12 **The Protector**

- 12.1. There shall be a Protector of the Charity who shall be qualified as provided in clause 13 below and whose fiduciary duty will be to ensure the integrity of the administration of the Charity and the propriety of its procedures, and if

CONFORMED COPY: 24 September 2021

necessary report matters of serious concern to the Founder or the Charity Commission.

- 12.2. In exercising any power or duty the Protector shall:
- (a) have regard to any guidance or advice given by the Founder, including that set out in Schedule 8 of the Trust Deed, insofar as it is compatible with the provisions of the Trust Deed; and
 - (b) consult with the Founder as required by paragraph 7 of Schedule 2 and on any other matter, should the Founder so request.¹²
- 12.3. The Protector shall in each year prepare a statement for publication by the Trustee in its annual report in such format as the Protector shall think fit consisting of an explanation of the function of the Protector and how the function has been exercised. Where the Protector thinks fit, the statement shall include a report identifying any areas of administration of the Charity which in the opinion of the Protector require improvement and shall specify the steps to be taken by the Trustee to effect such improvement.
- 12.4. The Protector shall have the powers in Schedule 2 of the Trust Deed. It is not intended that such powers as are reserved to the Protector should oust the jurisdiction of the Charity Commission or the Court in any manner.
- 12.5. The Protector shall be appointed for a maximum term of five years. The Protector may serve for an unlimited number of terms.
- 12.6. Subject to clause 12.7, all appointments to the office of Protector shall be made, and removals from that office may be made, in writing by the Founder.
- 12.7. Where a vacancy in the office of Protector arises:
- (a) the Founder or, if clause 12.8 applies, the Trustee, may advertise the post of Protector but shall be under no obligation to do so; and
 - (b) the Founder will consult the Trustee on the identity, eligibility or suitability of candidates for the post of Protector.
- 12.8. If the Founder has not exercised the power to appoint a Protector within two months of the date on which the last Protector for the time being ceased to hold office for any reason, the Trustee shall:
- (a) reappoint the last Protector, if he is willing to act, for a further term; or
 - (b) appoint a new Protector after having first obtained and considered advice from the Charity Commission particularly in relation to the method of fixing the remuneration of the Protector.
- 12.9. A person shall be disqualified from being appointed as, or from being the Protector, if he is or has been:

¹² Clause 12.2 added by a deed dated 23 July 2018 pursuant to a resolution of the Directors of 19 July 2018

- (a) a Director or Employee of the Trustee or of any organisation controlled by, or having a Substantial Interest in, the Trustee or any subsidiary of the Trustee; or
- (b) interested in any contract with the Trustee either on his own behalf or as a member of any organisation or Agent provided that no account shall be taken of any interest consisting of not more than 1% of the issued share capital of a company of which the Protector is a member or any contract entered into under clause 12.11.

12.10. The Protector shall cease to be the Protector on expiry of his term of office, if he is or becomes disqualified under clause 12.9, on death, on giving notice in writing of his resignation to the Trustee and the Founder or on being, in the opinion of the Founder, unable or unfit to act as the Protector.

12.11. Where the Protector is a member or employee of a firm or company, that firm or company may receive reasonable remuneration for any advice given or work undertaken on the express instructions of the Protector in his capacity as Protector notwithstanding that the Protector may receive an indirect benefit therefrom.

12.12. The Protector shall be entitled to receive from the Charity:

- (a) reasonable out-of-pocket expenses incurred in carrying out his role as Protector; and
- (b) reasonable remuneration at a level to be fixed by the Founder from time to time after consultation with the Trustee or to be fixed by the Trustee if clause 12.8 applies. The Protector's remuneration may include the maintenance at the expense of the Charity of any such indemnity policy as may be reasonable in order to protect the Protector from personal liability provided that no such policy shall provide protection from personal liability in respect of any act or omission which amounts to a breach of fiduciary duty to the extent that the Protector knew or ought to have known that such act or omission was such a breach.

13 **Qualifications of Protector**

13.1. The Protector shall be a person who in the opinion of the Founder (or of the Trustee if the appointment is made pursuant to clause 12.8(b)) has legal, financial or investment expertise.

13.2. If and for so long as there is a vacancy in the office of the Protector, or the Protector is unable, unfit or unwilling to act:

- (a) the Trustee may exercise those of its powers under the Trust Deed which require the approval or consent of the Protector without such approval or consent provided that the Trustee shall first have obtained advice from the Charity Commission and acts in accordance with such advice;
- (b) the Founder shall be entitled to exercise the powers of the Protector under paragraphs 4 and 5 of Schedule 2;

CONFORMED COPY: 24 September 2021

- (c) the references to the Protector in clause 15 shall be treated as references to the Founder.

14 **Amendment of Trust Deed**

14.1. Subject to the provisions of this clause, the Trustee may amend the provisions of the Trust Deed by supplemental deed.

14.2. Any amendment shall be made on a resolution passed at a meeting of the Directors of which four weeks' notice specifying the terms of the amendment has been given: provided that at least two-thirds of the total number of Directors are present in person and vote in favour of the resolution.

14.3. The Trustee may not make any amendment that would:

- (a) vary clause 2 (Name of Charity);
- (b) vary clause 3 (Trustee);
- (c) vary clause 5 (Objects);
- (d) vary clause 8 (Delegation);
- (e) vary clause 9 (Reimbursement of Trustee);
- (f) vary clause 10 (Conflicts of Interest and Remuneration); or
- (g) vary this clause 14,

unless the prior written approval of both the Founder and the Protector is obtained, and, in the case of clauses 5, 9 or 10 (or this clause 14.3 to the extent that such amendment would remove the requirement to obtain the prior consent of the Charity Commission) also the Charity Commission.¹³

14.4. The Trustee shall obtain the approval of the Protector before making any amendment that would vary:

- (a) clause 6 or Schedule 3 (Powers of Trustee);
- (b) clause 15 (Amendment to Articles);
- (c) clause 7.1 or Schedule 4 (Investment);
- (d) the definitions and rules of interpretation in Schedule 1 of the Trust Deed;

14.5. the Trustee shall obtain the approval of the Founder before making any amendment that would vary clauses 4, 12, 13 or Schedules 2 and 3; and

14.6. the Trustee must:

- (a) promptly send to the Charity Commission, the Founder and the Protector a copy of the deed of amendment; and

¹³ As amended by a Charity Commission Scheme dated 22 June 2012 and a deed dated 23 July 2018 pursuant to a resolution of the Directors of 19 July 2018

- (b) keep any deed of amendment with the Trust Deed.

15 **Amendments to Articles of the Trustee**

If at any general meeting of the Trustee any resolution is passed to wind-up the Trustee or to amend any of the Articles of Association of the Trustee which relate to:

- (a) the requirement for membership of the Trustee;
- (b) the maximum number of Directors;
- (c) the appointment and retirement of Directors; or
- (d) the requirements for a quorum of Directors

then, unless the approval of the Protector shall have been obtained, the Trustee shall be bound forthwith to report the matter to the Protector.

16 **Wishes of the Founder**

In carrying out its role under the Trust Deed, the Trustee may have regard to the wishes of the Founder as set out in Schedule 8 of the Trust Deed insofar as they are compatible with the provisions of the Trust Deed.¹⁴

¹⁴ As amended by a deed dated 5 June 2013 pursuant to a resolution of the Directors dated 26 September 2012 and also the deed 23 July 2018 pursuant to a resolution of the Directors of 19 July 2018

SCHEDULE 1

PART 1: DEFINITIONS

In this Trust Deed the following words have the following meanings:

The Act	the Charities Act 1993;
Agent	any organisation which is able to distribute funds on behalf of the Trustee in accordance with the Trust Deed whether or not having separate legal personality;
Approved Charitable Investments	the meaning given in sections 558, 559 and 560 of the Income Tax Act 2007 but excluding Land; ¹⁵
Big Local Business Plan	the business plan of Big Local as amended from time to time
Big Local Regulations	the manual of regulations of Big Local as amended from time to time;
Charitable Purposes	purposes which are charitable in accordance with the law of England and Wales other than purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005;
Charity	Big Local Trust, being the charity constituted by the Trust Deed;
Charity Commission	the Charity Commission for England and Wales;
Communications Protocol	a document published by the Founder and updated from time to time;
Competitive Tendering	the system of seeking alternative quotations from a variety of sources for the provision of goods or services with the aim of obtaining the best value for money;
Conditions	the Conditions of the Grant set out in Schedule 9; ¹⁶
Director	a Director of the Trustee defined in the Articles of Association of the Trustee as a Director;
Distribution	any award made by the Trustee in pursuance of the Objects;
Employee	any employee of, secondee to, or other individual who shall provide services under a contract of personal service to, the Trustees;
Funding Acknowledgment Guidance	a document published by the Founder and updated from time to time;
Grant	the sum of £196,873,499 given to the Trustee by the Founder to be paid as follows: £100 million on the registration of the Trust with the

¹⁵ As amended by a deed dated 5 June 2013 pursuant to a resolution of the Directors dated 26 September 2012

¹⁶ As amended by a deed dated 5 June 2013 pursuant to a resolution of the Directors dated 26 September 2012

CONFORMED COPY: 24 September 2021

Charity Commission to be followed by £50 million no later than 31st March 2013 and £46,873,499 no later than 31st March 2014;

Income	the income of the Trust Fund arising from the investment of the Grant received from the Founder. Any interest received from the borrower in respect of any social investment shall not be deemed to form part of the Income and any repayment of capital received from the borrower in respect of any such social investment shall not be deemed to form part of the Income;
Initial Property	the sum of £100;
Investment Manager	any Person appointed by the Trustee under clause 8 of the Trust Deed;
Land	land in any part of the world;
Objects	the objects of the Charity set out in clause 5;
Permitted Overheads	the reasonable expenses of administering the Charity including the expenses of any delegate as may be permitted under the terms of an agreement subject to the provisions of clause 8.4 of the Trust Deed;
Person	an individual or body whether corporate or unincorporated;
Programme	means the Big Local programme, funded by the Big Local Trust;
Protector	the person appointed under clause 12 of the Trust Deed as the Protector;
17	
Recipient	any Agent, other organisation or individual that or who is carrying on or providing an activity falling within the Objects;
Rights	intellectual property rights including copyright, design rights, patents and know how and Creative Commons Licences;
Social Investment	means a distribution which may bring a financial return to the Trust as well as furthering the Objects, including but not exclusively a distribution made as a loan, guarantee, equity, stake, social impact bond, micro finance loan, or local area endowment or other instrument;
Social Investment Return	means any financial return (whether capital or income in nature) received by the Trustee in respect of a Social Investment; ¹⁸
Substantial Interest	an interest equivalent to the right to exercise at least 20% of the voting power at a general meeting, or to appoint at least 20% of the

¹⁷ Definition of 'Qualifying Investments' deleted by a deed dated 5 June 2013 pursuant to a resolution of the Directors dated 26 September 2012

¹⁸ As amended by a deed dated 5 June 2013 pursuant to a resolution of the Directors dated 13 February 2013

CONFORMED COPY: 24 September 2021

	governing body, of the relevant organisation;
Trust Corporation	a trust corporation within the meaning of the statutes referred to in section 35 of the Act as interpreted in that section; ¹⁹
Trust Deed	this deed including the schedules;
Trust Fund	the sum referred to in the recitals to the Trust Deed, the Grant, any additions and accretions in value thereto, and the property from time to time representing the same;
Trustee Act	the Trustee Act 2000;
Trustee	Local Trust or any successor trustee or trustees;

¹⁹ As amended by a deed dated 5 June 2013

SCHEDULE 1

PART 2: INTERPRETATION

In this Trust Deed any reference to:

1. a statute or statutory provision includes a reference to the Statute or statutory provision as modified or re-enacted or both from time to time, and to any subordinate legislation made under it;
2. a notice to any person means notice in writing by post, fax transmission or e-mail;
3. the singular includes the plural and vice versa and he shall include she;
4. “writing” means writing in any form and includes a fax transmission, e-mail and similar means of communication; and
5. “consent” or “approval” means consent or approval in writing.

SCHEDULE 2

POWERS OF THE PROTECTOR

- 1 In relation to any matter affecting the Charity the Protector shall be entitled to receive notice and accompanying papers in relation to all meetings of the Trustee, committees of Directors, or members of the Trustee and of the board of any Agent to whom the Trustee has delegated its function of making Distributions under clause 8.4 of the Trust Deed.
- 2 In the exercise of his fiduciary duties the Protector shall be entitled to attend and speak at all meetings of the Trustee, committees of Directors, or members of the Trustee and of the board of any Agent to whom the Trustee has delegated its function of making awards under clause 8.4(a) of the Trust Deed, and to table items for discussion at such meetings but not to vote.
- 3 Whenever the consent of the Protector is required to any matter under the Trust Deed or the Protector is considering the exercise of his powers under any provision of this Schedule 2, the Protector shall be entitled:
 - (a) to call for any information, written or otherwise;
 - (b) to seek such professional or other advice, including advice from one or more of the Protector's partners, employees, employers or former ²⁰employees, as the Protector shall consider necessaryin each case to enable the Protector to take a proper decision to act.
- 4 (a) The Protector shall be entitled at any time or times (after having obtained advice and having given notice to the Founder) to appoint an additional trustee or trustees to act jointly with the Trustee or, in the event that the Trustee wishes to retire, to appoint a new trustee or trustees if he considers such action to be in the interests of the Charity.
 - (b) The Protector shall be entitled at any time to remove a Trustee that the Protector has appointed.
- 5 Where the Protector has exercised his power under paragraph 4 of this Schedule he shall by deed be entitled (after having obtained advice) to make such amendments to the Trust Deed as shall be necessary (but no further) to enable the Charity to be administered properly.
- 6 The Protector may consult with the Founder on any matter relating to the Charity.
- 7 In all cases where the Trustee is required to obtain the consent of the Protector, the Protector shall consult with the Founder before giving such consent.
- 8 The Protector may report to the Charity Commission any misconduct or mismanagement in the administration of the Charity or if the Protector considers that it is necessary or desirable for the Charity Commission to act for the purpose of protecting the Trust Fund and Income or securing its proper application for the Objects.

²⁰ As amended by a deed dated 5 June 2013 pursuant to a resolution of the Directors dated 26 September 2012

SCHEDULE 3A

POWERS OF THE TRUSTEE

- 1 To pay out of the Trust Fund and the income all costs connected with the establishment and running of the Charity;
- 2 to make grants, Social Investments and subject to the approval of the Protector, to make, and alter from time to time, regulations (which must be consistent with this Trust Deed) as to the criteria to be applied in making such grants and social investment (including loans), their value and frequency, the methods of ascertainment and selection of candidates in each case and such other matters whether or not related to the making of Distributions as the Trustees shall consider necessary. The first such regulations are contained in a document called the Big Local Regulations and dated on the same date as the Trust Deed. Any interest received from a borrower in respect of any social investment shall not be deemed to form part of the Trust Fund and any repayment of capital received from the borrower in respect of any such social investment shall not be deemed to form part of the Trust Fund; and enter into contracts for services which are in furtherance of the Objects;²¹
- 3 to set aside Income as a reserve against future expenditure;
- 4 to accept donations and gifts free from or subject to special trusts or conditions;
- 5 to promote, arrange, organise or conduct (either alone or with others) seminars, conferences, lectures, courses and meetings relating to any activity within or of relevance to the Objects;
- 6 to enter into and carry into effect deeds and written agreements, but not to borrow money or grant security over the Trust Fund or the Income for any purpose;
- 7 to acquire, retain or protect ownership of any Rights belonging to the Charity; to grant licences and other rights of access to and use of any Rights; and to assign or otherwise dispose of any Rights;
- 8 to acquire, dispose of, deal in or exploit any research (whether or not research funded by the Charity), or the results of any other activity undertaken in pursuing the Objects, or any Rights arising from such research or other activity;
- 9 to purchase, lease, hire or otherwise acquire Land or any interest in Land; to develop Land, construct any buildings or refurbish any existing buildings; to sell, lease or otherwise dispose of Land or any interest in Land of any tenure by way of donation or otherwise subject to the restrictions (if any) imposed by the Act;
- 10 to purchase, lease, hire or otherwise acquire, and to sell, lease, lend or otherwise dispose of, equipment, goods and other items of personal property;
- 11 to carry out research in furtherance of the Objects;
- 12 to engage Employees; to pay and provide benefits to such Employees (not being Directors) as the Trustee may consider necessary; to enter into service agreements with such Employees; and to enter into and defray the cost or any part of the cost of any

²¹ As amended by a deed dated 5 June 2013 pursuant to a resolution of the Directors dated 26 September 2012

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- pension or superannuation scheme as the Trustee shall think proper for the benefit of such Employees;
- 13 to insure the property of the Charity against such risks as the Trustee shall consider prudent and to take out such other insurance policies from time to time as the Trustee shall consider necessary or desirable to protect the Trust Fund and the Income or otherwise to further the Objects, including (but without limitation) indemnity and other insurance (as contemplated by clause 9 of this Trust Deed) to protect the Trustee, its Directors, and the Charity, and also to protect others, including volunteers, (in particular in the Localities) involved in the delivery of the Charity's work;²²
 - 14 to appoint a Person as nominee or custodian of any property of the Charity on such terms as the Trustee thinks fit and to take such steps as are necessary to secure that any property of the Charity is vested in a Person so appointed, or that the interests of the Charity in the property are otherwise properly protected through the arrangements with the nominee or custodian. The Trustee may review appointments made under this paragraph in such manner as they-see fit;
 - 15 to raise funds for the Charity in such manner as may be expedient provided that neither the Trust Fund or the Income may be applied in or towards any substantial permanent trading activity for the purpose of raising funds;
 - 16 to procure, publish and distribute material in any form that may be deemed desirable for the promotion of the Objects or for informing the public about the work of the Charity;
 - 17 to establish and support charities formed for the Objects;
 - 18 to operate bank accounts in the name of the Charity;
 - 19 to co-operate with other charities/ companies, Persons or statutory authorities and to exchange information and advice with them;
 - 20 to apply the income of the Trust Fund-towards any purposes which:
 - 20.1 promote the interests and protect the reputation of the Charity;
 - 20.2 are for the benefit of the Charity;
 - 20.3 further or are reasonably incidental to the furtherance of the Objects; and/or
 - 20.4 are in accordance with the Big Local Business Plan and the Big Local Regulations.

²² As amended by a deed dated 5 June 2013 pursuant to a resolution of the Directors dated 26 September 2012

SCHEDULE 3B

ADMINISTRATION OF THE CHARITY

1. The Directors shall hold at least four meetings in each year.
2. Save where clause 14.2 applies, a quorum at any meeting of the Directors shall be at least three Directors.
3. Except where otherwise expressly provided in this Trust Deed, every matter shall be determined by a simple majority vote of the Directors present and voting on the question.
4. The Directors shall keep proper records of all decisions taken at their meetings, all Distributions made and all professional advice received in relation to the Charity.
5. The Trustee shall comply with its obligations under the Act with regard to:
 - 5.1 The keeping of accounting records for the Charity;
 - 5.2 The preparation and audit of annual Statements of account for the Charity;
 - 5.3 The transmission to the Charity Commission of annual returns, annual reports and Statements of account for the Charity.
6. Any bank account in which any part of the Trust Fund or the Income is held or deposited shall be held in the name of the Charity. The Trustee may make such arrangements as it thinks fit for the operation of such accounts, including but not limited to arrangements as to the number of Directors or Employees of the Trustee (not being less than two) which shall be required to sign cheques or otherwise authorise payments drawn on the accounts and as to any maximum sum which may be withdrawn out at any one time on such signatures.

SCHEDULE 4

POWER OF INVESTMENT

- 1 The power of investment conferred by the Trustee Act shall be restricted so that the Trustee may only acquire Approved Charitable Investments.²³
- 2 The Trustee shall not be entitled to invest the Charity's money unless and until satisfied, having obtained proper investment advice, that the form of investment in question is suitable for the investment of money comprised in the Trust Fund and in considering the suitability of any investment the Trustee shall take into account the size of the Trust Fund and the need to apply the Trust Fund and the Income in furtherance of the Objects and in accordance with clause 4.
- 3 The exception to the requirement to obtain and consider proper advice contained in Section 5(3) of the Trustee Act shall not apply to the Trustee.
- 4 Section 5(4) of the Trustee Act shall not apply to the Trustee. "Proper advice" shall, in relation to the exercise of the Trustee's power of investment, mean the advice of a person who is authorised to advise on Investments for the purposes of the Financial Services and Markets Act 2000.

²³ As amended by a deed dated 5 June 2013 pursuant to a resolution of the Directors dated 26 September 2012

SCHEDULE 5

DELEGATION OF POWER OF INVESTMENT

- 1 The Trustee shall not delegate its power of Investment to any person who is not authorised to manage investments for the purposes of the Financial Services and Markets Act 2000 without the consent of the Protector.
- 2 Where the Trustee delegates its investment power to an Investment Manager it shall in addition to the requirements of Part IV of the Trustee Act:
 - (a) inform the Investment Manager in writing of the extent of the Trustee's power of investment;
 - (b) take such steps as it considers prudent (having regard to any relevant market practice) to protect the Trust Fund from losses occasioned by reason of the Investment Manager not having all (if any) necessary authorities from relevant regulatory bodies to exercise the power so delegated;
 - (c) ensure that it is kept informed of and reviews on a regular basis the Performance of that part of the Charity's investment portfolio managed by the Investment Manager and the exercise by the Investment Manager of its, or its delegated authority;
 - (d) take all reasonable steps to ensure that the Investment Manager complies with the terms of the delegated authority;
 - (e) review the appointment at such intervals not exceeding 12 months as the Trustee thinks fit;
 - (f) pay such remuneration to the Investment Manager as the Trustee shall reasonably decide or approve; and
 - (g) agree such proper terms as to notice and such other matters as the Trustee shall decide or approve and as are consistent with this Schedule 5.
- 3 In addition to the delegation of its power of investment the Trustee may delegate to an Investment Manager:
 - (a) any administrative power that is ancillary to or otherwise furthers the exercise of the power of investment so delegated; and
 - (b) any administrative power that is analogous to the power of investment and that the Trustee considers may be exercised by such an Investment Manager.

SCHEDULE 6

AREAS OF BENEFIT

1. The Founder specifies that Big Local will benefit residents in up to 150 specified small local areas in England. The areas are specified by name and street by street boundaries lodged by the Founder with the Corporate-Trustee.
2. The Founder understands and is content that this may include activities that take place outside the specified local areas but which primarily benefit those residing in the local areas.
3. The names of the areas of benefit are listed below. The Founder will add fifty named areas of benefit to this list by March 31st 2012 and a final set of areas of benefit by March 31st 2013, up to a maximum of 150 areas of benefit.

SCHEDULE 7

AGREEMENT UNDER CLAUSE 8.4

Where the Trustee appoints an Agent to make awards on its behalf pursuant to clause 8.4 the written agreement must contain the following:

- 1 the full names and addresses of the parties;
- 2 the registered charity number and company number of the Trustee and similar details (if applicable) of the Agent;
- 3 a recital to the agreement demonstrating that the Trustee is the trustee of Big Local Trust which is governed by the Trust Deed, and that it is entering into the agreement pursuant to clause 8.4 of the Trust Deed with the consent of the Protector;
- 4 a recital to the agreement demonstrating that the Agent is one to whom the Trustee may delegate its power under clause 8.4 of the Trust Deed and that the Agent has the power to act as the agent of the Trustee in accordance with the agreement;
- 5 details of the funds to be provided to or paid at the request of the Agent for the purpose of making distributions on behalf of the Trustee, and, where the sum is to be remitted to the Agent, the Agent's agreement to hold it in a restricted bank account in the name of the Programme
- 6 details of the expenses of the Agent to be met or reimbursed by the Trustee;
- 7 details of the methodology for finding Recipients and the basis on which Distributions are to be made available to Recipients including:
 - (a) the policies of the Trustee which the Agent must be required to implement; and
 - (b) the maximum amount of any award
- 8 agreement by the Agent to comply with the regulations made under Schedule 3A, paragraph 2 of the Trust Deed and any further written instructions given by the Trustee;
- 9 a provision that the terms of every Distribution made by the Agent on behalf of the Trustee shall be recorded in a written agreement which shall be signed by the Recipient and by one or more authorised signatories of the Agent on behalf of the Trustee;
- 10 provision for the Agent to provide on the request of the Trustee, the Founder or the Protector, notification of and relevant papers concerning all meetings of the Agent or the managers of the Agent at which matters relating to the Charity are to be considered and to be invited to attend and speak (but not vote) at all such meetings;
- 11 an acknowledgement by the Agent of the role of the Protector under the Trust Deed;
- 12 provision for the Agent to report back regularly to the Trustee in accordance with the timescale and procedures specified by the Directors including specifying frequency, format and level of detail required;
- 13 provision for termination of the agreement with the Agent on not more than three months' written notice by the Trustee and the recovery of any funds belonging to the Charity which are held by the Agent;

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- 14 reservation of a right for the Trustee to inspect the records of the Agent and appoint an independent auditor to conduct an audit of the Agent;
- 15 reservation of a right for the Founder to appoint an auditor to conduct an audit of the Agent;
- 16 an acknowledgement by the Agent that it is bound by the Trust Deed and responsible to the Trustee for complying with the provisions of the Trust Deed where applicable;
- 17 provision for the resolution of disputes between the parties by the appointment of a mediator;
- 18 provision for any variation of the agreement to be in writing.

SCHEDULE 8

WISHES OF THE FOUNDER

Note: In June 2011 the founder approved the Big Local Business Plan and Regulations submitted on the 31st March 2011. It is those documents and the information below which guide the wishes of the founder.

Background to the Charity

In setting up the Charity, the Founder had regard to the evidence that there exist throughout England small areas where communities face complex, inter-related and often long entrenched problems of disadvantage. These issues vary from place to place, and can include:

- high levels of poverty and unemployment
- crime and fear of crime
- poor qualifications and health
- feelings of isolation
- badly kept public space
- poor access to shops, banks, advice, and public services
- tension between communities
- young people with little to do
- older people who are afraid or unable to go out.

In these neighbourhoods evidence suggests there is often community spirit and a wealth of potential, but it is often hampered by a sense of disenfranchisement and lack of confidence. This can manifest itself in a number of ways, including a lack of fundraising and project delivery skills, mistrust of the statutory or public sector and low morale. As a result even where money has been targeted to help it has not always made the difference that was hoped.

There are approaches to providing help, however, which have done better: flexible, long-term and locally determined approaches, which support local people and committed agencies to make a difference, over the longer term. The Founder intends the Charity to build on the successes and experience of these initiatives, and have the freedom to continue to learn and improve on their methods and approaches.

Outcomes

The Founder wishes that in distributing the endowment the Charity aim to achieve the following outcomes in each of its areas of benefit:

1. Communities are better able to identify needs and possible responses to them and to take positive action to address the needs.
2. People in these communities will have increased the skills, confidence and social capital necessary to ensure that they continue to identify and respond to needs that matter to them in future.
3. The community will have made a difference to the needs it had prioritised.
4. People feel that their community is a better place to live in.

The Founder is particularly concerned that local neighbourhoods should focus on meeting the third and fourth outcomes. Communities should set priorities that help them to meet the third and fourth outcomes; the Trustee and local partners should support their aspirations and in doing so, work towards the first two outcomes.

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Local funding schemes

The Founder wishes the Charity to provide resources in the areas of benefit for local funding schemes that have the following six key features:

Continuous, inclusive, thoughtful involvement of local people

Residents in the targeted neighbourhoods should feel a sense of ownership of the local schemes, and drive decisions about what they fund. The schemes should involve the widest cross section as possible of the community in discussions, not just relying on those who usually make their opinions known and those they speak for; and give people the opportunity to reflect and make their views count in the way that feels right for them. There should be a range of public engagement techniques used ranging from new and older media, as well as differing levels of involvement, including, where appropriate, resident involvement in grantmaking and other committees and forums, and formal/informal consultation about priorities.

Accountable local partnership

The local schemes should create and develop links between agencies, and agencies and the community, and build trust in each target neighbourhood, so that wherever possible a local partnership can oversee and deliver local funding. This local partnership work should seek to involve neighbourhood and community organisations, local voluntary infrastructure where it exists, the local authority and active interested local citizens. The local partnership should be credible within the neighbourhood, accountable to them and the Trust, and have made every effort to be inclusive. The operation of the Trust should allow time for such local partnerships to evolve.

Maximising long-term, inclusive benefit

The local funding schemes should seek to benefit all sections of the community in the areas of benefit, in line with priorities decided by the community and seek to secure these benefits in the long-term. The schemes should seek to sustain benefit to the areas of benefit beyond the life of the endowment. This should include being open to a wide variety of different ways of resourcing local activities that could bring about a longer-term benefit, which many include microfinance schemes, local asset banks and neighbourhood endowments.

Building capacity and sharing learning

The preparation and operation of local schemes should enable people and groups in the areas of benefit to get better at gaining resources, exercising influence and practising effective self-help. Local schemes should give people and groups supported opportunities to make applications, represent themselves, run projects and learn from other areas that face similar problems. The Charity's work as a whole should support local schemes to involve and develop people, communicate achievements, administer a wide range of different kinds of funding, and to win new resources for the areas of benefit. The Charity should also promote learning from the local schemes more broadly, to policymakers, funders and communities involved in similar efforts at improvement as the areas of benefit.

Flexible and realistic planning

In each local scheme, there should be agreed priorities, and a robust plan of how to achieve them - but also sufficient flexibility in the way the plan is managed to respond to new opportunities or changed circumstances. There must be review and time to get the plan right.

Additional to public money

Most of the money in the local funding schemes should go to community and voluntary groups and enterprises, but experience suggests that some things communities want will best be managed by local authorities. The Charity's money should not simply replace statutory funding that meets a statutory obligation, and should be given and monitored on the community's terms. The Charity should also ensure that any support it gives to a project complies with the Charity Commission's guidance about the uses of charitable funds.

It is also the Founder's wish to establish a good strategic relationship with the Trust and its Corporate Trustee as an independent body, to ensure that where it is appropriate they work collaboratively to achieve better results in line with the aims of the Trust and the Founder's mission.

To this end it is the Founder's wish to meet regularly with the Protector and Corporate Trustee outside the framework of the Trust Deed, to discuss matters of mutual interest and agree joint action where both bodies agree that it is appropriate, for example (but not exclusively) to:

- Ensure that the Programme and the Founder's other funding add value to one another
- Work together to disseminate the learning from the Programme to wider audiences than the Trust alone might have access to, including to influence policy making
- Ensure better understanding of the policy impact of Big-Local in matters of mutual interest
- Consider overall progress toward outcomes.

SCHEDULE 9

THE CONDITIONS

- 1 The Objects of the Charity may not be amended or varied except with the consent of the Charity Commission.²⁴ Neither the powers of the Trustee nor the identity of the Trustee, may be altered or varied by or at the instance of the Trustee without the consent of the Founder. If, on a material change in the purposes or trusteeship of the Charity, or on a material breach of any of these Conditions, the Founder reasonably forms the view that the Grant is not likely to be used substantially for the purposes for which it was provided, or not in accordance with these Conditions, it is entitled to the repayment of the whole or part of the Grant.
- 2 In the event of any actual or proposed change by or at the instance of the Trustee in the purposes or the trusteeship of the Trust, the Founder must be notified in writing as soon as possible and the Trustee must supply such further information as the Founder may reasonably require in order to consider whether to exercise its right to demand the repayment of the whole or part of the Grant.
- 3 In the event that any part of the Grant is not required for investment, or is left uninvested without good reason for more than 3 months, the Founder may demand its return.
- 4
 - (a) The Trustee must supply to the Founder at a frequency to be decided on by the Founder but at least quarterly reports on the distribution of income and such further accounts and other information as the Founder shall require in order to monitor the application of funds it has received from the National Lottery and satisfy itself that the Conditions of the Grant have been and continue to be met. Such reports are to be provided in accordance with guidance and in a format to be set from time to time by the Founder.
 - (b) The Trustee must supply to the Protector at least every three months reports on the distribution of income and such further accounts and other information (including information on the investments of the Charity) as the Protector shall reasonably require in order to enable the Protector to carry out his duties.
- 5
 - (a) In addition to the Trustee's duty under the Trust Deed to have the accounts of the Charity audited, the Founder shall have the right to appoint an independent auditor (qualified to conduct an audit under Section 43 of the Act) to conduct an audit of the Charity's accounts and report the findings of the audit to the Founder. The Founder shall be responsible for meeting the costs of an independent auditor appointed under this paragraph.
 - (b) For the purpose of an examination of the Founder's accounts or any examination, pursuant to section 6(1) of the National Audit Act 1983, of the economy, efficiency and effectiveness, with which the Founder or the Trustee have used their respective resources, the Trustee shall
 - (i) permit the Comptroller and Auditor General (CAG), his staff at the National Audit Office and agents and advisers to examine such

²⁴ As amended by a deed dated 23 July 2018 pursuant to a resolution of the Directors of 19 July 2018

CONFORMED COPY: 24 September 2021

documents as he may reasonably require which are owned, held or are otherwise with in the control of the Trustee; and

(ii) produce such oral or written explanations as the CAG considers necessary.

(c) In addition to complying with the law, the accounts of the Charity shall contain such further information and be in such format as the Founder may require. The accounts of the Charity shall be delivered to the Founder within six months of the end of the accounting period of the Trustee.

(d) In so far as it is lawful to do so but not so as to breach any legislation or rule of law which imposes a duty of confidentiality on the Trustee, the Trustee shall, at the request of the Founder provide such information as the Founder may require in order to meet its obligations under the Freedom of Information Act 2000.

6 The Founder shall be entitled to repayment of the unexpended part of the Grant in any of the following circumstances:

(a) the Trustee ceases to operate, is declared insolvent or is placed into receivership (other than a receiver and manager appointed under the Act) or liquidation;

(b) the Trustee fails, in any year other than during the twenty-four months following execution of the Trust Deed, to apply the Income (as-provided-in the Big Local Business-Plan and the Big Local Regulations) arising from the Trust Fund in furtherance of the Objects;

(c) the Trustee deals with or disposes of the whole or any part of the Trust Fund in an unauthorised manner including any matter referred to in clause 10 (Trustee benefits and conflicts of interest) of the Trust Deed;²⁵

(d) the application for the Grant was completed fraudulently, or was incorrect or misleading in any material way;

(e) the Trustee (or any Director or Employee) has acted fraudulently or negligently in connection with the formation of the Charity, the investment of the Grant or the establishment and maintenance of its working procedures.

and where the Founder forms the view, acting reasonably, that a right to require repayment of the Grant may have arisen under this paragraph 6, the Founder may ask, and the Trustee shall respond to, questions about the application of the Grant by the Trustee and shall disclose to the Founder its records; but the Trustee shall not be required to disclose information which would give rise to a breach of a legal duty of confidentiality owed by the Trustee to any person.

7 Any agreement by the Founder to provide funds to the Trustee can only be guaranteed whilst the Founder continues to be satisfied that, taking into account the sums allocated to it within the National Lottery Distribution Fund, and the Founder's determination of relative priorities among all grant applicants, sufficient funds remain available to provide funds to the Trustee.

²⁵ As amended by a deed dated 5 June 2013 pursuant to a resolution of the Directors dated 26 September 2012

CONFORMED COPY: 24 September 2021

- 8 Whenever the Trustee has used capital of the Charity representing the Grant_in acquiring leasehold land or buildings for use for the administrative purposes of the Charity, the property in question is not to be disposed of without the written consent of the Founder or the Protector.
- 9 Whenever the Trustee seeks to procure goods, services or works for the purposes of the Charity it must, unless the provision of the goods, services or works is included in the Business Plan or Regulations or value of a particular contract is worth less than £25,000 or its Index Linked Amount, apply Competitive Tendering save where there are exceptional circumstances which make this inappropriate or the value of the goods, services or works are such that the cost and effort of Competitive Tendering would be disproportionate to the benefits which Competitive Tendering is designed to achieve. Unless the value of a particular contract included in the Big Local Business Plan or Big Local Regulations, is worth less than £25,000 or its Index Linked Amount the Trustee shall consult with the Protector where it is considering the disapplication of Competitive Tendering for the procurement of goods, services or works for the purposes of the Charity.
- 10 Awards made in pursuance of the Objects shall be evidenced in a written agreement between the Trustee and the award recipient the terms of which shall include provision for the repayment of the amount of the award to the Trustee in such circumstances as the Trustee shall think fit and contain the matters referred to in Schedule 10.
- 11 Where the Trustee becomes aware that any of the circumstances outlined in Conditions 3, 4, 7 or 9 has occurred, or Conditions 10 or 11 have been breached, it shall immediately report the matter to the Big Lottery Fund and the Protector.

SCHEDULE 10

PART 1

RECOGNITION OF FOUNDER'S GRANT AND NATIONAL LOTTERY FUNDING

1 Trustee use of Founder's corporate logos

The Trustee shall recognise the National Lottery grant provided by the Founder in all documents (in electronic form or otherwise) which are produced for external use including the Charity's annual report and accounts through the use of the Founder's corporate logo and the National Lottery common brand logo as shown in Schedule 10 Part 2. These logos shall be used in accordance with the Founder's corporate style guides and shall not be altered.

2 Statement

(a) The Trustee shall recognise the National Lottery grant provided by the Founder in the Charity's annual report and accounts through the inclusion of the following statement:

“Big Local Trust was established by the Big Lottery Fund with a National Lottery grant of £196,873,499”

(b) The Trustee shall recognise the National Lottery grant provided by the Founder in all documents (in electronic form or otherwise) which are produced for external use through the inclusion of the following statement unless paragraph 2(a) applies:

“Big Local Trust was established by the Big Lottery Fund with a National Lottery grant of £196,873,499”

(c) Where any of the documents referred to in paragraph 2 are of such a size that it would be impracticable to include the statement, then the statement may be omitted.

3 Public Statements and Announcements

The Trustee shall recognise the National Lottery grant provided by the Founder in all statements or announcements made to the public in connection with the Charity.

- All press notices issued by the Trustee about the Big Local Trust/Big Local programme shall acknowledge funding from the Founder in accordance with guidance laid out in the Communications Protocol
- The Trustee shall use due diligence to ensure as far as possible that beneficiaries acknowledge their Lottery funding in any press notices in accordance with guidance laid out in the Communications Protocol.
- The Founder and the Trustee shall inform each other as soon as reasonably possible, during and out of hours, of any significant media interest or publicity, both regionally and nationally, particularly if that interest is potentially negative or reputationally damaging. The Trustee shall proactively work to minimise any effects of negative publicity to protect the Founder and the National Lottery's reputation.

CONFORMED COPY: 24 September 2021

Case studies

- The Trustee shall hold and regularly update England-wide-suitable media-friendly case studies that can be shared with the Founder on request as and when required for publicity and information purposes in accordance with guidance laid out in the Communications Protocol

Launches, openings and events:

- The Trustee shall inform the Founder about any proposed or planned dates in advance to allow time for the Founder to consider its involvement in terms of speakers, representation, profile and media requirements including providing the Founder quotes for press releases
- For any press conferences with the Founder's involvement, VIP invitation lists and event schedules shall be agreed in advance.

SCHEDULE 10

PART 2

BIG LOTTERY FUND BENEFICIARY LOGO - FUNDING ACKNOWLEDGEMENT

The Trustee shall ensure that their beneficiaries are aware of their obligation to acknowledge their Lottery funding and ensure that have access to the beneficiary logo artwork and Funding Acknowledgement Guidance; and take reasonable steps to check compliance with this requirement.

The logo for Local Trust/Big Local which is published shall be made available to the Founder for use in promoting the Big Local Trust.

The Founder will obtain permissions for the Trustee to use the National Lottery common brand and the Founder's corporate logos for their use in promoting Big Local and recognising the contribution made by the Founder to this programme, on line and in print, including (but not exclusively) Annual reports, applications materials, promotional materials, press releases and monitoring materials. The Founder's corporate style guides will be provided to ensure correct usage as will a bespoke guidance document on how to manage these brand elements.



Big Lottery Fund Corporate logo



National Lottery Common Brand logo



LOTTERY FUNDED

Beneficiary logo

CONFORMED COPY: 24 September 2021

IN WITNESS whereof the parties to the Trust Deed have hereunto set their respective hands the day and year first before written.

Executed as a deed by)

Big Lottery Fund)

..... (Authorised Signatory)

Executed as a deed by)

Local Trust)

..... (Authorised Signatory)

..... (Authorised Signatory)