

# TRUST DEED FOR THE TRUSTEE OWNERSHIP OF CLUB YACHTS

**THIS DEED** is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

## **BETWEEN**

of (name) .....  
of (address) .....

(Secretary of the Club for and on behalf of the members of the Club)

and (name) .....  
of (address) .....

and (name) .....  
of (address) .....

and (name) .....  
of (address) .....

and (name) .....  
of (address) .....

(The "Trustees", which expression shall include their successors in title as Trustees).

**WHEREAS** the Club proposes to place in the legal ownership of the Trustees the Craft (as hereinafter defined), the Parties have determined to enter into this Deed to record the Trusts and other provisions subject to which the Trustees shall hold the Craft on behalf of the members of the Club.

## **NOW THIS DEED WITNESSES** as follows:-

1. In this Deed:-  
"Club" means the [ \_\_\_\_\_ ] Sailing Club  
"Craft" means any craft that may from time to time be placed in the legal ownership of the Trustees and which the Trustees shall have acknowledged in writing that they hold upon the terms of this Deed and, where the context admits, the expression also includes the proceeds of sale of the Craft and any insurance moneys received in respect thereof.
2. The Trustees declare that they shall hold the Craft on trust for the members of the Club and the Trustees jointly and severally covenant with the members of the Club:-
  - (a) not to sell, transfer, charge or otherwise deal with the Craft except as expressly directed or approved by the Club;

- (b) promptly to deliver to the Club (or hold to its order) all documents and certificates relating to the Craft; and
  - (c) promptly to execute any document necessary to effect any dealing with the Craft.
3. This trust will exist for as long as the Trustees are the legal owners of the Craft.
4. For the purposes of Clause 2, a direction in writing addressed to the Trustees signed by the Secretary of the Club shall be deemed to be properly given by the Club and the Trustees shall be under no obligation to enquire as to the correctness or otherwise of any such direction.
5. The members of the Club shall indemnify the Trustees against:-
- (a) Any expenses incurred by the Trustees in carrying out any directions relating to the Craft given as aforesaid;
  - (b) All expenses relating to the Craft howsoever arising in particular (but without prejudice to the generality of the foregoing) all expenses incurred in maintaining, repairing, renewing, servicing, insuring and mooring or berthing the Craft and all harbour dues and other expenses imposed upon the owners or users of the Craft by any competent authority; and
  - (c) All liabilities whatsoever and howsoever arising out of the ownership or use of the Craft including claims by any third party or by any user or crew or passenger on the Craft.

**EXECUTED** by the Parties as a Deed.

By the Secretary of the Club,  
For and on behalf of the members of the Club

Witness: .....  
(name) .....  
(occupation) .....  
(address) .....

By the Trustees

..... Witness: .....  
(name) .....  
(occupation) .....  
(address) .....

..... Witness: .....  
(name) .....  
(occupation) .....  
(address) .....

.....

Witness:

.....

(name) .....

(occupation) .....

(address) .....

.....

Witness:

.....

(name) .....

(occupation) .....

(address) .....



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For more information kindly contact the RYA Legal Team Tel: 0844 5569519 or email: [legal@rya.org.uk](mailto:legal@rya.org.uk)

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