

DEED OF APPOINTMENT OF TRUSTEES FOR SAILING CLUB

THIS DEED is made the _____ day of _____ 20____

BETWEEN

_____ (name)
of _____ (address)

(Secretary of the Club for and on behalf of the members of the Club pursuant to Rules _____ to _____ of the Rules of the Club, a copy of which is appended hereto)

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 enter into certain leases for the occupation of property, the Parties have determined to enter into this Deed to record the Trusts and other provisions subject to which the Trustees shall hold such leases on behalf of the members of the Club.

NOW THIS DEED WITNESSES as follows:-

1. In this Deed:-
"Club" means the [_____] Sailing Club
"Leases" means any lease for the occupation of land and/or premises for the purposes of the Club that may be entered into from time to time by the Trustees and which the Trustees shall have acknowledged in writing that they hold upon the terms of this Deed.

2. The Trustees declare that they shall hold as tenants the benefit of the Leases 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 Leases 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 Leases; and
 - (c) promptly to execute any document necessary to effect any dealing with the Leases.

3. This trust will exist for as long as the Trustees are the tenants under the Leases.
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 Leases given as aforesaid;
 - (b) All rents, rates, insurance, costs of maintenance; and any other outgoings howsoever arising; and
 - (c) All liabilities whatsoever and howsoever arising out of the Leases or the use of the land or premises including any claims by any person whether a member of the Club or not.

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)

SCHEDULE

COPY CLUB RULES



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

mep[Precedents/Legal Notice to Members]

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