

**DEED OF APPOINTMENT AND RETIREMENT OF TRUSTEES
FOR SAILING CLUB**

THIS DEED is made the _____ day of _____ 20_____

BETWEEN

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

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

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

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

(hereinafter called the "Retiring Trustees") of the one part and

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

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

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

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

(hereinafter called the "New Trustee(s)") of the other part

WHEREAS this Deed is supplemental to the Deed of Appointment (as defined below) whereby the leasehold title to the Trust Property became vested in the Original Trustees; and

WHEREAS the Retiring Trustees (who are the present trustees of the Declaration of Trust) are desirous of retiring from being the trustees as aforesaid and of appointing the New Trustee(s) to be [sole] trustee(s) in their place and the New Trustee(s) has/have agreed to act as trustee.

NOW THIS DEED WITNESSES as follows:-

1. In this Deed:-
"Club" means the [_____] Sailing Club
"Deed of Appointment" means a Deed of Appointment dated [] made in favour of the Original Trustees (a copy of which is appended hereto).
"Original Trustees" means [], [] and []
"Leases" shall have the same meaning as in the Deed of Appointment.

2. The Retiring Trustees hereby appoint the New Trustees to be the [sole] trustee(s) of the Trust Property in place of the Retiring Trustees (who retire from the said trusts) for all purposes of the Deed of Appointment.

3. The New Trustees shall hold the Leases upon trust on the same terms as set out in the Deed of Appointment.

4. The New Trustees shall indemnify the Retiring 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.

5. The members of the Club shall indemnify the new Trustees against:-
 - (a) Any expenses incurred by the Trustees in carrying out any directions relating to the leases given as aforesaid;
 - (d) All rents, rates, insurance, costs of maintenance; and any other outgoings howsoever arising; and
 - (e) 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)

THE SCHEDULE
DEED OF APPOINTMENT



LEGAL COPYRIGHT NOTICE

The RYA Legal Team produce information leaflets, standard templates, agreements and documents for use by members and affiliated clubs. This material is protected by copyright which is owned by the RYA.

USE:

- RYA members may use the material for non-commercial private purposes.
- Affiliated clubs may use the material for non-commercial purposes such as attracting and retaining members, regulating the affairs of the club and organising events for members and non-members.

The material produced by the Legal Team is not otherwise to be incorporated or distributed in any work or in any publication in any form without the permission of the RYA Legal Team.

MODIFICATION:

The standard documentation produced by the Legal Team is intended to be reasonably comprehensive but cannot cover all eventualities. It is therefore anticipated that, in many instances, RYA members / affiliated clubs will need to amend the documentation to meet specific requirements. Where members / affiliated clubs do amend RYA standard documentation they should make this clear on the documentation.

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

mep[Precedents/Legal Notice to Members]