

DATED

8th November

2013

DECLARATION OF CHARITABLE TRUST

constituting

THE INDEPENDENT PRESS REGULATION TRUST

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THIS DECLARATION OF TRUST is made the 8th day of November 2013

BY

WILFRID VERNOR-MILES of 9 New Square, Lincoln's Inn, London WC2A 3QN ("**Mr Vernor-Miles**");
CHRISTIAN FLACKETT of 12 St James's Place, London SW1A 1NX ("**Mr Flackett**"); and
RICHARD REES-PULLEY of 38 Berkeley Square, London W1J 5AE ("**Mr Rees-Pulley**")
(together, the "**First Trustees**").

WHEREAS

- A. The Inquiry into the Culture Practices and Ethics of the Press resulted in a report (the "**Leveson Report**") which recommended the establishment of an independent press regulator with specified functions.
- B. The First Trustees consider that it will be for the public benefit to establish a charitable trust to support the establishment and maintenance of an independent press regulator which conforms to the recommendations and principles laid down in the Leveson Report and otherwise to promote high standards of ethical conduct and best practice in all aspects of the production of the news media.
- C. Accordingly, the First Trustees have determined to establish a charitable trust in the form of this Deed and hold the sum of £100 on the trusts declared in this Deed.
- D. The Trustees envisage that they will receive additional funds or other property as gifts or loans to be held upon the same charitable trusts.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 Interpretation

1.1 In this Deed the following expressions have the following meanings:-

the " 2011 Act "	the Charities Act 2011 including any statutory re-enactment or modification of that Act for the time being in force;
the " Chairman "	the chairman of the Trustees from time to time elected in accordance with clause 11;
" charitable "	shall mean charitable according to the law of England and Wales and the word " charity " shall be construed accordingly;
the " Charity "	the charitable trust constituted by this Deed;
the " Commission "	the Charity Commission for England and Wales;
" Material Benefit "	a benefit which may not be financial but has a monetary value;
the " Objects "	the objects of the Charity as set out in clause 3.1 of this Deed;

the "Trustee Act"	the Trustee Act 2000 including any statutory modification or re-enactment of that Act for the time being in force;
the "Trustees"	the First Trustees and other the trustees or trustee for the time being of the Charity and "Trustee" means any one of them;
the "Trust Fund"	<ul style="list-style-type: none"> (i) the said sum of £100; (ii) all money, investments or other property paid or transferred by any person to, or so as to be under the control of, and, in either case, accepted by the Trustees as additions; (iii) all accumulations (if any) of income; (iv) the money, investments and property from time to time representing the above; and

"written" or "in writing" includes legible documents in electronic form.

- 1.2 Words denoting the singular shall include the plural and vice versa.
- 1.3 Words denoting any gender shall include both the other genders.
- 1.4 The table of contents and clause headings are included for reference only and shall not affect the interpretation of this Deed.

2 Administration and Title

The Charity and the Trust Fund shall be administered and managed by the Trustees under the name of the "The Independent Press Regulation Trust" or by such other name as the Trustees from time to time decide with the approval of the Commission.

3 Objects

- 3.1 The Objects of the Charity are to promote, for the benefit of the public, high standards of ethical conduct and best practice in journalism and the editing and publication of news in the print and other media, having regard to the need to act within the law and to protect both the privacy of individuals and freedom of expression.
- 3.2 The Trustees shall further the Objects by such means as they think fit from time to time which may include the provision of financial assistance towards the establishment and support of an independent press regulator or independent press regulators to be established and conducted for the whole or any part of the United Kingdom in accordance with the recommendations and principles set out in the Leveson Report.
- 3.3 The income and, at the Trustees' discretion, the capital of the Trust Fund shall be applied in furthering the Objects.
- 3.4 Any part of the Trust Fund not required for application in pursuit of the Objects shall be invested in trust for the Charity or remain uninvested if the Trustees are so advised.

4 Powers

In furtherance of the Objects but not otherwise the Trustees may exercise any of the following powers:

- 4.1 to make grants or loans or to provide other forms of financial assistance to other charities or other bodies for specifically charitable purposes within the Objects;
- 4.2 to provide advice or information relating to the Objects;
- 4.3 to publish and distribute or commission or assist in the publication and distribution of publications in any form and in any media which are designed to further the Objects;
- 4.4 to organise or assist in the organisation of meetings, lectures, conferences, workshops, broadcasts or courses of instruction designed to further the Objects;
- 4.5 to promote or carry out research or surveys of public opinion relating to the Objects;
- 4.6 to accept any gifts of any kind either for the furtherance of the Objects generally or subject to a special trust or condition for any purpose within the Objects;
- 4.7 to raise funds for the Charity by any lawful means save that the Trustees shall not engage directly in any trading activity for the purpose of raising funds which is liable to give rise to a liability to income tax;
- 4.8 to establish and control one or more companies to assist, or act as agent for, or act as a trading subsidiary of, the Charity;
- 4.9 to operate bank accounts in the name of the Charity and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments;
- 4.10 to acquire or hire property of any kind;
- 4.11 subject to any consents required by law, to dispose of any property;
- 4.12 to insure the property of the Charity up to its full value against all usual risks and take out public liability insurance and employers' liability insurance to protect the Charity;
- 4.13 to establish and maintain reserve funds against expected future expenditure;
- 4.14 to take out and maintain trustee indemnity insurance as permitted under the 2011 Act;
- 4.15 to borrow money on such terms as to interest repayment or otherwise as the Trustees may think fit without security or (subject to any consent required by law) upon the security of the whole or any part or parts of the Trust Fund and to use the money so borrowed in furthering the Objects;
- 4.16 to employ, engage or retain the services of such persons (who shall not be Trustees) as may be required in furthering the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;
- 4.17 to appoint and constitute such external advisory committees as the Trustees may think fit;

- 4.18 to delegate to any person who is, in the opinion of the Trustees, qualified for that purpose the management of any land or other assets comprised in the Trust Fund provided that all acts and proceedings made by any such person are reported to the Trustees as soon as possible;
- 4.19 to invest funds in any manner permitted by law and for this purpose to appoint and remunerate nominees and custodians as permitted by the Trustee Act;
- 4.20 to appoint and remunerate nominees and custodians as permitted by the Trustee Act;
- 4.21 to obtain professional investment advice and to delegate the exercise of all or any of their powers of investment upon such terms and at such reasonable remuneration as the Trustees may think fit to professional investment managers (the "**Managers**") provided always that the Trustees shall comply with the requirements of the Trustee Act in relation to the appointment, supervision and review of the delegation arrangements including (but not limited to) the provision of a written policy by the Trustees, the need for regular reports from the Managers and compliance with the Trustees' statutory Duty of Care;
- 4.22 to delegate such of their functions as the Trustees may from time to time decide to a committee or committees consisting of not less than one of their number and such other person or persons as the Trustees may appoint and to set their terms of reference provided that all acts and proceedings of such committee or committees shall be reported as soon as possible to the Trustees and provided further that no such committee shall incur expenditure on behalf of the Charity except in accordance with a budget which has been previously approved by the Trustees;
- 4.23 to set aside funds for particular charitable purposes within the Objects or to establish or support or act as trustees or charity trustees of separate charities having objects which are the same as or within the Objects;
- 4.24 to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or of similar charitable purposes and to exchange information and advice with them; and
- 4.25 to do all such other lawful things as are, in the opinion of the Trustees, necessary for or incidental to the achievement of the Objects.

5 Costs

The Trustees shall have the power to pay out of the capital or income of the Trust Fund all costs of and incidental to:

- 5.1 the creation of the Charity; and
- 5.2 the management and administration of the same including the costs of appeals for funds and the expenses and fees for fundraising or the services of financial consultants, professional managers and advisers in connection with any such appeal provided that (subject to clause 15 (Trustee Benefit)) no Trustee shall receive any such remuneration.

6 Appointment of Trustees

- 6.1 There shall be at least three Trustees.
- 6.2 Subject to the provisions of Clause 8, the First Trustees shall hold office for the following periods respectively:
- 6.2.1 Mr Flackett: one year from the date of this Deed;
- 6.2.2 Mr Vernor-Miles: two years from the date of this Deed;
- 6.2.3 Mr Rees-Pulley: three years from the date of this Deed.
- 6.3 Future Trustees shall be appointed for a period of three years by a resolution of the Trustees. Trustees (including the First Trustees) may be (but need not be) re-appointed at the end of their first and second terms of office. If a Trustee is to be appointed to replace a Trustee who is leaving office he may be appointed not more than three months before the other Trustee leaves office but shall not take office until the other Trustee has left office. A Trustee shall not vote in favour of his re-appointment.
- 6.4 In selecting persons to be appointed as Trustees, the Trustees shall take into account the benefits of appointing a person who is able, by virtue of his personal or professional qualifications, to make a contribution to the pursuit of the Objects or the management of the Charity.
- 6.5 If, for any reason, Trustees cannot be appointed in accordance with the foregoing provisions, the statutory power of appointing new or additional Trustees shall be exercisable.
- 6.6 When any new Trustee is appointed, the Trustees shall ensure that any land belonging to the Charity which is not vested or about to be vested in the Official Custodian for Charities or a nominee is effectively vested in the persons who are the Trustees following such appointment.

7 Eligibility for Trusteeship

- 7.1 No person shall be appointed as a Trustee:
- 7.1.1 unless he has attained the age of 18 years; or
- 7.1.2 in circumstances such that, if he were already a Trustee, he would be disqualified from office under the provisions of Clause 8 below.
- 7.2 No person shall be entitled to act as a Trustee whether on a first or on any subsequent entry into office until after signing, as the case may be, the deed of appointment or a declaration of acceptance and willingness to act in the trusts of the Charity in the minute book of the Trustees.

8 Determination of Trusteeship

A Trustee shall cease to hold office if he:

- 8.1 is disqualified from acting as a Trustee by virtue of the 2011 Act;
- 8.2 becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs;
- 8.3 is absent without the permission of the Trustees from all their meetings held within a period of 18 months and the Trustees resolve that his office be vacated;
- 8.4 notifies to the Trustees in writing a wish to resign (but only if at least three Trustees will remain in office when the notice of resignation is to take effect); or
- 8.5 comes to the end of his term of office and is not re-appointed under the provisions contained above.

9 Vacancies

If a vacancy occurs, the Trustees shall note the fact in their minute book at their next meeting and such vacancy shall be filled as soon as conveniently may be. The Trustees may exercise all or any of the powers or discretions hereby or by law vested in the Trustees notwithstanding such vacancy, save that so long as there shall be fewer than three Trustees none of the powers or discretions hereby or by law vested in the Trustees shall be exercisable except for the purpose of appointing a new Trustee or Trustees.

10 Meetings and Written Resolutions

Meetings of the Trustees may be held in person or wholly or partially by electronic means such as a telephone conference call or an online meeting or with one of the trustees participating by telephone.

- 10.1 The Trustees shall hold at least two meetings in each year, at least one of which shall be held in person.
- 10.2 Meetings may be called at any time by the Chairman or any two of the Trustees upon not less than four days' notice being given to the other Trustees.
- 10.3 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
- 10.4 Notwithstanding the provisions of sub-clauses 10.2 and 10.3 above the Trustees may unanimously agree to dispense with or vary the stated notice period for any of their meetings.
- 10.5 There shall be a quorum at any meeting of the Trustees when at least one-third of the number of Trustees for the time being or two Trustees, whichever is the greater, are present provided that no Trustee who is personally interested or has a conflict of loyalty in relation to any matter to be discussed shall be counted in the quorum in relation to that matter.

10.6 Every matter shall be determined by a majority vote of the Trustees present and voting on the question. The Chairman of the meeting shall in the event of equality of votes have a casting vote whether he has or has not voted previously on the same question but no Trustee in any other circumstances shall have more than one vote.

10.7 Trustees and members of any committee may participate in or hold a meeting of the Trustees or any committee by means of conference telephone or similar communications equipment so that all persons participating in the meeting can hear each other. Participation by such means shall be deemed to constitute presence in person and business so transacted shall be effective for all purposes as that of a meeting of the Trustees or a committee (as the case may be) duly convened at which such persons were physically present.

10.8 A resolution in writing signed by all the Trustees shall be valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held.

10.9 The Trustees shall keep minutes of the proceedings at their meetings and of written resolutions.

11 Chairman

The Trustees at their first meeting in each year shall elect one of their number to be chairman of their meetings until the commencement of the first meeting in the following year. The Chairman shall always be eligible for re-election. If the Chairman is not present within ten minutes after the time appointed for holding a meeting or there is no Chairman the Trustees present shall choose one of their number to be chairman of the meeting.

12 Accounts, Report and Return

12.1 The Trustees shall comply with their obligations under the 2011 Act with regard to:

12.1.1 the keeping of accounting records for the Charity;

12.1.2 the preparation of annual statements of account for the Charity;

12.1.3 the auditing or independent examination of the statements of account of the Charity;
and

12.1.4 the transmission of the statements of account of the Charity to the Commission.

12.2 The Trustees shall comply with their obligations under the 2011 Act with regard to the preparation of an annual report and an annual return and their transmission to the Commission.

13 General Power to make Regulations

Within the limits of this Deed, the Trustees shall have full power from time to time to make regulations for the management of the Charity and for the conduct of their business, including the management of conflicts of interest and loyalty, the calling of meetings, the deposit of money at a bank and the custody of documents.

14 Bank Accounts

Any bank account in which any part of the Trust Fund is deposited shall be held in the name of the Charity. The Trustees may make such arrangements for the operation of such accounts as they shall in their discretion think fit including but not limited to arrangements as to the number of Trustees or officers of the Charity (not being less than two in default of agreement to the contrary) to be required to sign cheques drawn on the accounts and as to any maximum sum which may be withdrawn at any one time on such signatures.

15 Trustee Benefit

- 15.1 Any Trustee who possesses specialist skills or knowledge, and any firm or company of which such a Trustee is a member or employee, may charge and be paid reasonable fees for work carried out for the Charity on the instructions of the other Trustees (but only if the procedure prescribed by sub-clause 15.4 is followed in selecting the Trustee, firm or company and setting the amount of the fees and provided that this provision may not apply to more than one half of the Trustees in any one financial year).
- 15.2 Any corporate body may at any time be appointed as a Trustee on such reasonable terms and conditions as to remuneration and in accordance with its usual scale of charges (payable out of the capital or income of the Trust Fund) provided that such remuneration shall be confined to acts carried out by such corporation as a custodian trustee.
- 15.3 No Trustee may receive from the Charity any payment of money or other Material Benefit (whether direct or indirect) except:
- 15.3.1 under sub-clauses 4.14 (indemnity insurance) and 15.1 (fees);
 - 15.3.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;
 - 15.3.3 interest at a reasonable rate on money lent to the Charity;
 - 15.3.4 a reasonable rent or hiring fee for property let or hired to the Charity; or
 - 15.3.5 an indemnity in respect of any liabilities incurred in or about the administration of the Charity (including the costs of a successful defence to criminal proceedings).
- 15.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or any committee, the Trustee concerned must:
- 15.4.1 declare an interest before discussion on the matter begins;
 - 15.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - 15.4.3 not be counted in the quorum during that part of the meeting; and
 - 15.4.4 withdraw during the vote and have no vote on the matter.
- 15.5 The Trustees shall not nor shall any of them be accountable for any remuneration or other benefit received by the Trustees or any of them (whether as director, auditor or other officer or

otherwise) from any company in which shares, stock, debentures or other securities are for the time being held by the Trustees as trustees except to the extent (if any) to which such remuneration or other benefit is received by the Trustees or any of them by reason of such shares, stock, debentures or other securities being in the name of the Trustees or held on their behalf and provided further that none of the Trustees shall concur in exercising any voting rights in respect of any shares, stock, debentures or other securities comprised in the Trust Fund in such a way that a personal benefit is thereby secured to the Trustees or any of them.

- 15.6 The Trustees may from time to time in their absolute discretion enter into any agreement or transaction with the trustee or trustees of any other charity (being an agreement or transaction which, apart from this present provision, the Trustees could properly have entered into if one or more of them had not also been a trustee of such other charity) notwithstanding that the Trustees or one or more of them may also be trustees or a trustee or the sole trustee of such other charity and in like manner in all respects as if none of the Trustees were a trustee of such other charity.

16 Trustee Liability

In the professed execution of these trusts and powers no Trustee shall be liable for any loss to the Trust Fund arising by reason of an improper investment made in good faith (so long as he shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by him or by any other Trustee hereof in good faith although the employment of such agent was not strictly necessary or expedient (provided reasonable supervision shall have been exercised) or by reason of any mistake or omission made in good faith by any Trustee or by reason of any other matter or thing except wilful and individual fraud or wrongdoing or wrongful omission on the part of the Trustee who is sought to be made liable.

17 Amendment of Trust Deed

- 17.1 The Trustees may exercise the statutory power under the 2011 Act to amend by resolution any of the administrative provisions of this Deed, provided that no amendment may be made which would have the effect of the Charity ceasing to be a charity at law.
- 17.2 Amendments to the Objects, the dissolution provision and provisions relating to the duties of Trustees and to Trustee benefits shall not be valid unless approved by the Charity Commission in advance and may only be made by deed.
- 17.3 The Trustees shall promptly send to the Commission a copy of any amendment made under this clause.

18 Dissolution

If the Trustees at any time unanimously decide that it is expedient to discontinue the Charity, any assets remaining after the satisfaction of all its debts and liabilities shall not be paid or distributed among the Trustees but shall be given to such other charity or charities having purposes similar to the Objects or applied directly for such charitable purposes as the Trustees shall decide.

19 Notices

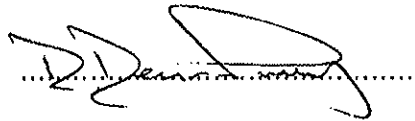
Notices to be given to the Trustees shall be in writing and shall be taken to have been received immediately after being delivered to a Trustee in person or after 24 hours if sent by electronic means or delivered or sent by first class post to the usual or last known address of such Trustee.

20 Proper Law

The proper law of this Charity shall be that of England and Wales. All rights under this Deed and its construction and effect shall be subject to the jurisdiction of the courts, and construed according to the laws, of England and Wales.

IN WITNESS whereof this Deed has been duly executed the day and year first before written.

Signed as a deed and delivered)
by RICHARD REES-PULLEY)
in the presence of:)



Witness

Signature: Debra Williams

Full Name: DEBRA WILLIAMS

Address: FLAT 1, 43 HALE
LANE, LONDON NW4 3PL

Occupation: PA TO RICHARD REES-PULLEY

Signed as a deed and delivered)
by WILFRID VERNON-MILES)
in the presence of:)



Witness

Signature: Debra Williams

Full Name: DEBRA WILLIAMS

Address: FLAT 1, 43 HALE
LANE, LONDON NW4 3PL

Occupation: PA TO RICHARD REES-PULLEY