



AMENDMENT TO TRUST DEED

Whereas

The Youth Go Trust was established on 25 June 2022

The Trustees have sought to be registered as charitable by HMRC

HMRC has rejected the application, explaining that they do not consider the Youth Go Trust to be a Charity for income tax purposes and suggest that the Trust Deed be amended

The Trustees believe that HMRC's objections can be resolved by providing additional clarification to Clause 4 of the Trust Deed

The Trustees do not consider that this clarification materially changes the objects of the Trust, and hence Clause 12(a) is not applicable

At a meeting held on 30 June 2023 the Trustees hereby resolve that the Trust Deed be amended as follows:

In clause 4, to delete the words "This objective is achieved through"

and to replace them by:

"A) The Advancement of Amateur Sport within the UK by promoting the study and practice of the game of Go amongst young people

B) The Advancement of Education within the UK by providing or assisting in the provision of facilities for teaching, development or supervision of the playing of the game of Go amongst young people.

These objectives are achieved through:"

Appendix A gives the full text of the amended Trust Deed.

Signed as a Deed by the Trustees:

Name	Signature	Witness Name and Address	Witness Signature
Susan Anne Paterson			
John Martin Harvey			
Peter Toby Manning			
Ingrid Anne Jendzejewski			



THIS DECLARATION OF TRUST is made the 25th day of June 2022 between PATRICK ANTHONY RIDLEY of 10 The Rock Court, Frodsham WA6 7BF (hereinafter called “the Settlor”) and SUSAN ANNE PATERSON of 11 Torton Hill Road, Arundel, W. Sussex BN18 9HF, PETER TOBY MANNING of 26 Groby Lane, Newtown Linford, Leics. LE6 0HH, JOHN MARTIN HARVEY of 8 Whitfield Drive, Macclesfield, Cheshire SK11 7GR and INGRID ANNE JENDRZEJEWSKI of 2 Pearce Close, Cambridge CB3 9LY (hereinafter called “The Trustees”, which expression shall include the Trustees for the time being of this deed), and amended on 30 June 2023.

Whereas:

- A) In April 2001 the Castledine-Barnes Trust was established to support Youth Go, in memory of the late Brian Castledine and the late Susan Barnes, both of whom died over 35 years ago
- B) The Trustees of the Castledine-Barnes Trust have unanimously determined that the concept of the Trust should continue beyond April 2022
- C) The Trustees of the Castledine-Barnes Trust have unanimously determined that it would be appropriate to rename the Trust to accurately reflect its purpose and remit
- D) The Trustees of the Castledine-Barnes Trust have unanimously determined that they intend to donate the residue of the Castledine-Barnes Trust to the proposed new Youth Go Trust, with the proviso that such funds shall only be used for the purposes stated in the Trust Deed of the Castledine-Barnes Trust

1. In this deed the following terms shall have the following meaning:

- “Charity” means the charity established by this deed
- “Connected Person” means:
- (a) a child, parent, grandchild, grandparent, brother or sister of the Trustee;
 - (b) the spouse or civil partner of the Trustee or of any person falling within sub-clause (a) above;
 - (c) a person carrying on business in partnership with the Trustee or with any person falling within sub-clause (a) or (b) above;
 - (d) an institution which is controlled –
 - (i) by the Trustee or any Connected Person falling within sub-clause (a), (b), or (c) above; or
 - (ii) by two or more persons falling within sub-clause (d)(i), when taken together
 - (e) a body corporate in which
 - (i) the Trustee or any Connected Person falling within sub-clauses (a) to (c) has a substantial interest; or
 - (ii) two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest.

Appendix A

“Trust Fund” means and includes all money and real and personal property now or at any time held by the Trustees for the purposes of the Charity

“Young Go Players” means all those persons who are learning or playing go and are ordinarily resident within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man, and who are either:

a) under the age of eighteen years, or

b) under the age of twenty-five years and attending a full-time course at a school, college, university or other educational establishment

2. The Settlor establishes the Charity and the Trustees shall hold the Trust Fund on the trusts of this deed

3. The name of the Charity shall be the “Youth Go Trust”. Its principal office shall be in England and Wales.

4. The objects of the Charity are, for the public benefit:

A) The Advancement of Amateur Sport within the UK by promoting the study and practice of the game of Go amongst young people

B) The Advancement of Education within the UK by providing or assisting in the provision of facilities for teaching, development or supervision of the playing of the game of Go amongst young people

These objectives are achieved through:

a) The provision of promotional and educational material about Go aimed at young people including online and social-media activities.

b) Financial support for tournaments, training sessions and other Go related events which are specifically for Young Go Players. (This could include, but is not restricted to, the hiring of premises, provision of prizes and the costs relating to the provision of Go teachers).

c) The provision of financial assistance to individual Young Go Players:

i) for Go equipment and educational material relating to Go

ii) to enable them to attend tournaments, training sessions and other Go related events.

5. The Settlor has paid the sum of £10 to the trustees for the purposes of the Charity and the Trustees may collect and receive additional sums of money for the purposes of the Charity in such lawful manner as they think fit.

6. The Trustees shall have the same unrestricted power of investment and changing investments (including investments not producing income) as they would have if they were beneficially entitled to the Trust fund

7. The Trustees may for 21 years from the date of this deed or such other period as may be permitted by law accumulate all or any of the Charity’s income by investing it and shall hold the accumulation as an addition to the Trust Fund

8. There will be a minimum of 3 Trustees and a maximum of 5. The power of appointing new or additional Trustees of the Charity shall be vested in the existing Trustees

9. Any Trustee may call a meeting of the Trustees by giving not less than 7 days notice, although this requirement may be waived by the unanimous agreement of all the Trustees. Meetings may be held online or face-to-face. The quorum for a meeting will be 3 or n-1, where n is the number of Trustees,

Appendix A

whichever number is larger. Unless specified otherwise in this document, all decisions will be taken by a simple majority vote.

10. A Trustee who fails to attend two consecutive meetings of the Trustees shall, at the unanimous discretion of the remaining Trustees, be deemed to have resigned.

11. The Trustees may amend clauses 3, 5, 6, 7, 8, 9, 10, 13, 14 and 15 at any time provided this amendment is agreed by all the Trustees.

12. The Trustees may amend clause 4 provided that this amendment is agreed by all the Trustees and that:

- a) all assets held by the Trust at the time of the change are ring-fenced and used only for the purposes outlined in Clause 4 as it is written before the change
- b) the amended objectives shall be charitable in accordance with the Charities Act 2011, Section 7 of the Charities and Trustees Investment (Scotland) Act 2005 and Section 2 of the Charities Act (Northern Ireland) 2008

13. The Trustees may distribute the income and property of the Trust Fund in accordance with Clause 4 at any time. Such distribution must be applied solely towards the promotion of the objects, subject to the following:

- a) Applications to the Trust may be received by any Trustee. Applications will be considered by all the Trustees and will require agreement by the majority of Trustees prior to payment.
- b) A Trustee is entitled to be reimbursed from the property of the Trust or may be paid out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Trust.
- c) A Trustee may benefit from trustee indemnity insurance cover purchased at the Trust's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- d) None of the income or property of the Trust may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Trustee or Connected Person.
- e) Nothing in this clause shall prevent a Trustee or Connected Person receiving any benefit or payment which is authorised by Clause 4.
- f) No Trustee or Connected Person shall be employed by, or receive any remuneration from, the Trust.
- g) No Trustee or Connected Person shall receive any other financial benefit from the Trust.

14. A Trustee or Connected Person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Trust where that is permitted in accordance with, and subject to the conditions in, section 185 to 188 of the Charities Act 2011. Subject to Clause 15 a Trustee or Connected Person may provide the Trust with goods that are not supplied in connection with services provided to the Trust by the Trustee or Connected Person. A Trustee or Connected Person may take part in the normal trading and fundraising activities of the Trust on the same terms as members of the public.

15. Where goods or services are supplied to the Trust by a Trustee or Connected Person the following must be satisfied:

- a) The amount or maximum amount of the payment for the goods or services is set out in a written agreement between the Trust and the Trustee or Connected Person supplying the goods ("the supplier").
- b) The amount or maximum amount of the payment for the goods or services does not exceed what is reasonable in the circumstances for the supply of the goods in question.

Appendix A

- c) The other Trustees are satisfied that it is in the best interests of the Trust to contract with the supplier rather than with someone who is not a Trustee or Connected Person. In reaching that decision the Trustees must balance the advantage of contracting with a Trustee or Connected Person against the disadvantages of doing so.
- d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her with regard to the supply of goods or services to the Trust.
- e) The remaining Trustees unanimously vote in favour of placing this contract, with no absentees or abstentions.
- f) The reason for the decision is recorded by the Trustees.