

Terms and Conditions for The CO₂ Offset Trust, a Registered Charity

Trading Terms, Conditions, Bylaws, General Notice & Disclaimer and conditions covering website operation and e-mails.

The CO₂ Offset Trust is a Charity Registered in England and Wales, REGISTRATION NO: 1122835

**Registered Office address is:
Atherton Godfrey, Solicitors
8 Hall Gate,
Doncaster DN1 3LU
South Yorkshire,
UK**

The CO₂ Offset Trust is a not-for-profit scheme devised by Rotarians, with the aim of supporting Rotary Clubs in their efforts to curb climate change.

It is available for Website donations to be made by Rotarians, Rotary Clubs and members of the general public who accept the terms of this agreement.

CONTENTS:

A: THE TRUST:

B: AGREEMENT BETWEEN CUSTOMER AND The CO₂ OFFSET TRUST

C: WEBSITE OPERATOR

D: COPYRIGHT AND TRADEMARK NOTICES:

E: TRUSTEES

F: ROTARY

G: DONATIONS

H: DATA PROTECTION

I: LIMITATION ON TYPES OF USE

J: LIABILITY

K: PROJECTS

L: CARBON CREDITS

M: LINKS TO THIRD-PARTY WEBSITES

N: MESSAGES FROM THE TRUST AND ITS OPERATIVES

O: NO UNLAWFUL OR PROHIBITED USE

P: OTHER GENERAL TERMS

Q: TRUST BYLAWS

R: CONFLICT OF INTEREST POLICY

S: APPOINTMENT AND REMOVAL OF TRUSTEES:

T: DISSOLUTION OF THE TRUST

U: TAXATION:

V: VARIATION OF THESE TERMS, CONDITIONS AND BYLAWS:

W: COMMENTS AND ENQUIRIES:

A: THE TRUST:

CHARITABLE OBJECTS:

The conservation, protection and improvement of the natural environment by:

- (a) Raising awareness of and encouraging practical steps to reduce atmospheric carbon dioxide levels.
- (b) the disbursement of grants;

The CO₂ Offset Trust seeks to:

1. Encourage Rotarians and the public to donate to offset the CO₂ created by their activities
2. Provide a Web Site to calculate the donations needed to offset various CO₂ -emitting activities.
3. Encourage Rotary Clubs to devise CO₂ reduction schemes and promote these on the Web site
4. Make grants from the Trust to accredited CO₂ reduction schemes supported and monitored by Rotary Clubs.
5. Encourage Rotary Clubs to educate their communities about ways to reduce CO₂ locally. Provide grants for approved education schemes.
6. Donate to Rotary Foundation Health Hunger & Humanity (3H) programmes designed to mitigate the effects of Climate Change.

The CO₂ Offset Trust is an International Rotary Club-to-Club Project promoted by the Founding Member Clubs.

Founding Members of The CO₂ Offset Trust are:

- Sheffield - D1270, UK
- Dronfield - D.1220 UK
- East Hampton - D.7260 USA
- Tempe South - D.5510 USA
- Bretby - D.1220 UK
- Margaret River - D.9460 Australia
- Drone Valley - D.1220 UK

- Naracoorte - D.9780, South Australia
- Kirstenbosch, D. 9350, South Africa
- Nanaimo North, D. 5020 Canada

The CO₂ Trust Web Site is at [www.CO₂OffsetTrust.org](http://www.CO2OffsetTrust.org)

The contents of The CO₂ Offset Trust Website, the Trust's Trading Terms, Conditions, Bylaws, General Notice & Disclaimer and conditions involving e-mails are covered by the terms here, A copy is available at URL address [www.CO₂offsettrust.org/tandc.htm](http://www.CO2offsettrust.org/tandc.htm)

B: AGREEMENT BETWEEN CUSTOMER AND The CO₂ OFFSET TRUST

The [www.CO₂OffsetTrust.org](http://www.CO2OffsetTrust.org) website is offered as a free service to you, the customer. Your use of this website and/or your acceptance of these terms, conditions, and notices contained herein without modifying them constitutes agreement by you to all such terms, conditions, and notices. Only those who accept these terms and conditions are authorised to use this website.

C: WEBSITE OPERATOR

The website is operated by The CO₂ Offset Trust (referred to in this agreement as the Trust) which has its registered office at Atherton Godfrey, Solicitors, 8 Hall Gate, Doncaster DN1 3LU, England – on the web at www.athertongodfrey.co.uk

The UK Charitable Trust Registration number is 1122835

D: COPYRIGHT AND TRADEMARK NOTICES:

If use is made of the Rotary logo in connection with this project, the logo must be displayed with ALL the Founding Club names alongside the logo. A version of this is available by e.mail from [info@CO₂OffsetTrust.org](mailto:info@CO2OffsetTrust.org)

The CO₂ Offset Trust name & logo are the property of the Trust and cannot be reproduced without permission, unless by a registered Rotary Club in connection with CO₂ reduction. Other Rotary projects, commercial products and company names mentioned on the website or on other websites accessed through the website may be the trademarks of their respective owners.

All contents of the website are copyright © The Trust.

No part of the site may be reproduced in any form whether electronically or otherwise without the prior consent of the Trust, other than for use by a registered Rotary Club in the interests of CO₂ removal, or temporarily as one single copy to print out for personal use, or in the cache of your computer in the course of using The CO₂ Offset Trust service.

E: TRUSTEES

Trustees are members of Rotary Clubs, appointed under the terms adopted by the Trust. The appointment and removal of Trustees is covered in this document under '**BYLAWS**'.

They act as unpaid volunteers to guide the Trust in conducting its affairs in compliance with UK Trust law. International advisers from other Rotary Clubs provide guidance on matters affecting projects in their parts of the world. Each international Founding Member Club is invited to have a representative on the International Advisory Board of the Trust. Final Control over the allocation of funds, after advice from the International Advisory Board, rests with the Trustees under UK law.

F: ROTARY

The Trust has been formed by the Founding Member Rotary Clubs listed above, to promote the involvement of Rotarians around the world in reducing levels of CO₂.

Rotary International (RI) and Rotary in Britain and Ireland (RIBI) have no responsibility for the administration of The CO₂ Offset Trust.

G: DONATIONS

Donors are responsible for checking that they accept the terms contained in this Agreement.

The fund-raising aspect of the Trust is carried out through the auspices of the Website, using credit card transactions. Any contribution paid to the Trust via the Website is deemed to be a donation to the Trust. The Trustees act in good faith in a volunteer capacity, are governed by UK Charity Trust law and make every reasonable effort to ensure that funds are used to fulfil the Objects of the Trust, as listed in this document and in the Registered Trust Deed.

If for any reason the donor believes that their donation was made under false pretences or was incorrectly deducted from their credit card, and can prove the circumstances under which this happened, then if a claim is made in writing within four weeks of the credit card statement that contains the alleged discrepancy, the Trustees will consider a refund. In the case of a dispute, the matter will be referred to an independent arbiter chosen by the Trustees. Any issues arising directly between the donor and the credit card company used by the donor, are not deemed to be matters for which the Trust is responsible and consequently are to be resolved between the donor and their credit card company.

H: DATA PROTECTION

The Trust is registered in the UK under the Data Protection Act 1984. You consent to our use of any personal details you give us for our own internal administrative purposes and for marketing. Data could be transmitted outside the UK by us but we will at all times adhere to the data protection principles outlined in the Data Protection Act 1984. If you give us fax, phone or e-mail details, you authorise us to contact you using that method. If you decide that you no longer wish

us to communicate with you, or the details we hold on you change, or you decide to register with the Telephone Preference Service or Fax Preference Service in the UK or any equivalent, you agree to tell us to enable us to update our records.

I: LIMITATION ON TYPES OF USE

This website is for personal and non-commercial use only, unless the Trust agrees otherwise with you in writing. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, products or services obtained from this website, unless it is for non-commercial Rotary purposes or it has been authorised by the Trustees.

J: LIABILITY DISCLAIMER - PLEASE READ CAREFULLY, AS THIS CLAUSE LIMITS YOUR ABILITY TO CLAIM DAMAGES

The main purposes of the website are to:

1. Raise funds from 'CO₂ offset donations' by Rotarians and the general public.
2. Educate Rotarians - and through them, their catchment area community – in ways to reduce fossil fuel use and thereby lower CO₂ emissions.
3. Encourage Rotary Clubs to devise CO₂ reduction projects either locally or overseas. These projects could have pure CO₂ reduction objectives, or they could have humanitarian benefits also.
4. Disburse grants to accredited CO₂ reduction projects. Some of the funds will go to accredited Rotary Foundation 3H projects, where these alleviate the effects of Climate Change.

The Trust is not able to verify the information that is supplied from other websites.

The Trust uses reasonable care to check the accuracy of information published on this website. You should note however that the Trust does not give any warranty that any information will be accurate or up to date and the user acknowledges that the information, products, and services published on this website may include inaccuracies or typographical errors. In particular and without limitation to the rest of this agreement the Trust is not able to guarantee that its service will continue or be accurate from 1st September 2007. Information contained in or accessible via the website changes periodically. The Trust and/or its respective suppliers may make improvements or alterations to this website at any time and without notice. The Trust is not responsible in any way whatsoever for the content of any site accessed using the Trust website, nor (because of its links with numerous other web sites) can it warrant that use of the site will be free from virus contamination. You must make independent checks on the accuracy of any information obtained via the Trust website before relying upon it and you should obtain

adequate insurance to cover you from any harm that might result from use of any data provided by this site. The Trust is not in a position to know for what purpose you will use such data and so cannot insure against such loss.

The Trust and its suppliers make no representations about the suitability of the information, products, and services contained on or accessed via this website for any purpose. All warranties, terms and conditions with regard to this information, products, and services, including all warranties, terms and conditions, implied by statute, collaterally or otherwise, of satisfactory quality, fitness for a particular purpose, title, and non-infringement are excluded to the fullest extent permitted by law.

Neither the Trust nor its suppliers shall in any event be liable for any damages (whether indirect, incidental, special, consequential or otherwise) arising out of or in any way connected with the use of this website or with any delayed access to or inability to use this website, or for any information, products, and services obtained through this website, or for projects promoted through this website, or otherwise arising out of the use of this website, whether based on contract, tort, strict liability or otherwise, even if the Trust or any of its suppliers has been advised of the possibility of damages.

This does not affect the statutory rights of any person dealing as a consumer nor shall anything in these terms and conditions exclude or limit liability for death or personal injury caused by negligence or for fraudulent misrepresentation.

K: PROJECTS

The Trust endeavours to raise donations from Rotarians and the public for use in projects devised or adopted by Rotary Clubs to reduce the amount of CO₂ in the earth's atmosphere. The Trustees will determine from time to time the terms under which grants will be offered to Rotary Club projects. A summary of the terms is shown in this document, and the full version will be provided to any Rotary Club seeking a grant for a project. The Trust does not guarantee to support a project, even if it complies with the grant terms operating at that time.

Only when the project has been -

- submitted on the official application forms, completed by an accredited representative of a registered Rotary Club,
- approved by The CO₂ Offset Trust Trustees,
- confirmed as approved to the applicant in an official communication signed by an official of the Trust,
- completed by the applicant in accordance with the agreed terms,
- independently verified as completed in accordance with the application,

- will it be possible to claim whatever grant was awarded by the Trustees. In certain instances an intermediate grant may be awarded, on verified completion of an interim part of the project.

The Rotary Clubs carrying out a CO₂ Reduction project approved by the Trust, retains sole responsibility for that project and for all liabilities arising from it.

If the Rotary Club changes parts of, or the entire project during implementation, responsibility rests with that Rotary Club to seek approval from the Trustees for the changes made. If that approval is not applied for, or not given by the Trustees in writing, the grant may be partly or totally with-held, notwithstanding the fact that it had been originally approved.

Project applications will be independently accredited as removing CO₂ in accordance with the aims of the Trust, by people or organisations appointed to advise the Trustees. Neither the Trust, or its advisors, will be liable for the consequences of these assessments, nor for any claims or damages (whether indirect, incidental, special, consequential or otherwise) arising out of or in any way connected with the assessment of CO₂ removal.

Nor will the Trust be liable for any consequences arising out of the project itself, which remains the sole responsibility of the Rotary Club carrying out the project.

L: CARBON CREDITS

Where Carbon Credits could be generated from a project that has been funded by the Trust, these credits will accrue to The CO₂ Offset Trust, unless agreed otherwise by mutual consent and confirmed in writing before the project commences.

M: LINKS TO THIRD-PARTY WEBSITES

This website will contain hyperlinks to websites operated by parties other than the Trust. Such hyperlinks are provided for reference only. The Trust does not control such websites and is not responsible for their contents. The inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators. In particular and without limitation to the rest of this agreement the Trust has no control over any Rotary Clubs, news groups, chat rooms or e-mail discussion forums which you may come across via this site. Additionally, and again without limitation to the rest of this agreement, you should not download phonographic work or films from the internet without first checking that it is legal to do so in your jurisdiction. The Trust reserves the right to remove any such hyperlink at any time and without notice and shall not be obliged to give a reason for doing so.

If you become concerned about the content of a site linked to or from the Trust site (or anything on The Trust site), please inform our Webmaster immediately via e-mail to info@CO2OffsetTrust.org

N: MESSAGES FROM THE TRUST AND ITS OPERATIVES

Any e-mail or other form of communication between representatives of the Trust and other parties will be deemed covered by the terms of this agreement.

O: NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of this website, you warrant to the Trust that you will not use this website for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

P: OTHER GENERAL TERMS

This agreement is governed by the laws of England & Wales, where the website originates and is designed to be accessed and is deemed to be made in England. You hereby consent to the exclusive jurisdiction of the English courts in all disputes arising out of or relating to the use of this website. Use of this website is unauthorised in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Trust as a result of this agreement or use of this website.

Each and every provision of these terms and conditions is separate and severable. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the validity and enforceability of the remainder of the terms and conditions shall not be affected.

This agreement constitutes the entire agreement between the customer and the Trust with respect to this website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the customer and the Trust with respect to this website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

You have the opportunity to take independent legal advice on the terms of this agreement before using or continuing to use the Trust website. In proceeding you warrant that you believe these terms to be reasonable in their entirety. If you would like to see a copy of this agreement in another language prior to proceeding please tell us immediately.

Any rights not expressly granted herein are reserved.

You will be responsible for all charges, fees, duties, taxes, and assessments arising out of the use of this website.

Q: TRUST BYLAWS

The following sections cover the Trust's application of

- **SECTION R: Conflict of Interest Policy**
- **SECTION S: The Appointment and Removal of Trustees.**
- **SECTION T: Dissolution of the Trust (As defined by the UK Charity Commission):**

R: CONFLICT OF INTEREST POLICY

The CO₂ Offset Trust operates a **Conflict of Interest Policy** as described by the **UK Charity Commission** under its 'Model Trust Deed for Charitable Trusts'. This is enhanced by the **adoption of the US Department of the Treasury, Internal Revenue Service** recommended procedures:

UK Charity Commission 'Model Trust Deed for Charitable Trusts'

Conflict of Interest (Para 19)

A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest)

Option 2 (Para 25)

- (a) Subject to paragraph (b) of this sub clause, no Trustee may receive remuneration for any service provided to the Charity and no Trustee may acquire any interest in property belonging to the Charity or be interested in any contract entered into by the Trustee otherwise than as a Trustee of the Charity unless expressly authorised in writing in advance by the (Charity) Commission to do so.
- (b) Any Trustee who is a solicitor, accountant or engaged in any profession may charge and be paid all the usual professional charges for business done by him or his or her firm, when instructed by the other Trustees to act in a professional capacity on behalf of the Charity. However, at no time may a majority of the Trustees benefit under this provision and a Trustee must withdraw from any meeting of the Trustees at which his or her own instruction or remuneration or performance, or that of his or her firm, is under discussion.

The CO₂ Offset Trust also enhances its Conflict of Interest Policy by the adoption of the **US Department of the Treasury, Internal Revenue Service Section 501(c)3 Form 1023**

Appendix A, Guidelines for a Sample Conflict of Interest Policy – as follows:

Purpose (Article 1):

The purpose of this Conflict of Interest Policy is to protect this tax-exempt organization's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable charitable, state and federal laws governing conflict of interest applicable to non-profit and charitable organizations.

Definitions (Article 2):

The Trust: The CO₂ Offset Trust, as registered under UK charity law with the Charity Commission.

Interested Person:

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

Financial Interest:

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the organization has a transaction or arrangement.
- b. A compensation arrangement with the organization or with any entity or individual with which the organization has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

Procedures (Article 3)

1. Duty to Disclose:

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors, Trustees and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining whether a Conflict of Interest Exists:

After disclosure of the financial interest and all material facts, and after discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for addressing the conflict of interest:

- a) An interested person may make a presentation to the Trustees, but after the presentation he/she shall leave the meeting during the discussion of and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b) The Trust meeting chairperson shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c) After exercising due diligence, the Trustees shall determine whether the Trust can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing Trustees shall determine by a majority vote of the disinterested Trustees whether the transaction or arrangement is in the organisation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the conflict of interest policy:

- a. If the Trust has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Trust board determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary or corrective action.

Records of Proceedings (Article 4):

The minutes of the governing Trust and all committees with Trust delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest; the nature of the financial interest; any action taken to determine whether a conflict of interest was present, and the governing Trust or committees decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement; the context of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings

Compensation (Article 5):

- a. A voting member of the governing Trust who receives compensation directly or indirectly from the organisation for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly from the organisation for services, is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the Trust or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly from the organisation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Annual Statements (Article 6):

Each Trustee, director or principle officer and member of a committee with governing Trust delegated powers **shall annually sign** a statement which affirms such person:

- a. Has received a copy of the Conflicts of Interest Policy
- b. Has read and understands the policy
- c. Has agreed to comply with the policy
- d. Understands that the organisation is charitable and in order to maintain its federal tax exemption status it must it must engage primarily in activities which accomplish one or more of its existing tax-exempt purposes.

Periodic Reviews (Article 7):

To ensure the organisation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardise its tax-exempt status, **periodic reviews shall be conducted**. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits (where paid) are reasonable, based on competent survey information and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures and arrangements with management organisations conform to the Trust's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further the Trust's charitable purposes and do not result in personal gain, impermissible private benefit or an excess benefit transaction.

Use of Outside Experts (Article 8):

When conducting the periodic reviews as provided for in Article 7, the Trust may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Trustees of its responsibility for ensuring that periodic reviews are carried out.

S: APPOINTMENT AND REMOVAL OF TRUSTEES:

1. All Trustees will be Members of a Rotary Club affiliated to Rotary International.
2. To meet the requirement in 1 above, a Trustee must maintain membership of their Club throughout their term, including paying the annual membership dues required by their Club and Rotary International.
3. Initial Trustees will be appointed by the UK Founding Rotary Clubs

4. A Founding Rotary Club that desires a member to take up a position as Trustee may propose a Club Member and must provide good reason for that person to join the Trust. Approval, where a vacancy exists, will require a majority of two-thirds of the existing Trustees, with the Chair holding a casting vote when necessary.
5. In selecting individuals for appointment as Trustees, the Rotary Club and the Trustees must have regard to the skills, knowledge and experience needed for the effective administration of the charity.
6. The maximum number of Trustees will not exceed ten.
7. The normal Term of Trustee appointments will be three years. Initially this may be adjusted to ensure that eventually not more than one third of the Trustees appointments are due each year. Once these adjustments have been made, three-year appointments will be the norm.
8. The Rotary Club to which a Trustee belongs will be required to re-nominate that person for an additional term, if he/she is willing to stand again.
9. A re-nominated Trustee requires a majority vote of two-thirds of the remaining Trustees to be re-elected to the Trust. The Chair has the casting vote if required.
10. A Trustee who, after substantive evidence has been provided, is in the view of the other Trustees failing to act in the best interest of the Trust, may be dismissed by a resolution of the Trustees. Such a vote will require a majority of two-thirds of the remaining Trustees to pass, with the Chair holding the casting vote when necessary. An explanation of the grounds for dismissal will immediately be communicated to the Board or Council of the nominating Club.
11. A Trustee will cease to hold office if he or she:
 - Is disqualified from acting as a Trustee by virtue of Section 72 of the Charities Act 1993 or any statutory re-enactment or modification of that provision.
 - Becomes incapable by reason of mental disorder, illness or injury of managing his or her own affairs;
 - Ceases to be a Member of a Rotary Club affiliated to Rotary International.

- Is absent without the approval of the Trustees from all their meetings held within a period of six months and the Trustees resolve that his or her office be vacated; or
 - Gives at least one months notice to the Trust of a wish to resign, the resignation will only be accepted if enough Trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings.
- 12 For meetings on any subject pertaining to the Trust, the Secretary in consultation with the Chair - and having first checked that a quorum will be available - shall fix the date and time of each meeting and give at least seven days notice to the Trustees by distributing an agenda.
- Agenda distribution may be made using any medium appropriate to the circumstances, as long as it is expected to reach all Trustees in adequate time.
 - For clarity, “Meetings” may be face to face or by Conference Call or any other method of communication agreed by the Trustees and appropriately and formally ‘called’ using approved methods and periods of notice.
 - To be quorate at least four of the Trustees shall be present at any meeting.
 - Four or more Trustees can request the Secretary to call an Extraordinary Trustees Meeting by detailing the reason; the Secretary will give at least seven days notice to all Trustees via an Agenda
- 13 Following the procedures in 10 or 11 above, the Trustees may choose to appoint a replacement Trustee to serve the outstanding term. In this event, the appropriate Rotary Club will be asked to nominate a member in accordance with clauses 4 and 5 which will be followed by consideration in accordance with clause 9.
- 14 If the appropriate Rotary Club is unable to nominate a suitably qualified candidate from within its members, the Trustees can seek someone who fulfils the requirements of the Trust from another Founding Club. If another Founding Club cannot nominate an appropriately qualified person, the Trustees, after explaining their reasoning to the Founding Clubs, may seek nominations from other Rotary Clubs.
- 15 The Trustees must keep a record of the name and address, date of appointment, re-appointment and retirement of each Trustee. This list will be sent to each sponsoring Club after the AGM.

- 16 Nothing in these rules can conflict with the UK Charity Commission appointment and de-selection rules for Trustees, which are the over-riding regulations governing the Trust.
- 17 The Chair will be appointed annually by the Trustees at the AGM. A majority of two thirds of the Trustees will be required to appoint a Chair. The nominee can not vote and there will be no casting vote.
- 18 The Chair may only be removed during their year of office by a vote of 'no confidence' supported by two-thirds of the Trustees. During such proceedings the Trustees present will appoint another Trustee to take the meeting. That appointee will have no vote. A replacement Chair will be appointed for the remainder of the term in accordance with clause 18.
- 19 The AGM will take place in January of each year.
- 20 A meeting of the Trustees may be attended by physical presence, or by telephonic access, or by any other media facility considered appropriate, if a two-thirds majority of all the Trustees have approved this method of conducting business at the Trust AGM.
- 21 The Trustees may co-opt advisors to the Trust. These advisors will not have voting rights.
- 22 Changes to these Trustee appointment regulations, once approved by the Trustees will require a unanimous vote of the Council or Board of all the Rotary Clubs nominating Trustees to become effective.

T: DISSOLUTION OF THE TRUST (AS DEFINED BY THE UK CHARITY COMMISSION):

The Trustees may dissolve the Charity if they decide that it is necessary or desirable to do so. To be effective, a proposal to dissolve the charity must be passed at a special meeting by a two-thirds majority of the Trustees. Any assets of the Charity that are left after the Charity's debts have been paid ("the net assets" must be given:

- To another Charity (or other Charities) with objects that are no wider than the Charity's own, for the general purposes of the recipient Charity (or Charities); or
- To any Charity for use for particular purposes which fall within the Charity's objectives

The UK Charity Commission must be notified promptly that the Charity has been dissolved and, if the Trustees were obliged to send the Charity's accounts to the Commission for the accounting period which ended before its dissolution, they must send the Commission the Charity's final accounts.

U: TAXATION:

The CO₂ Offset Trust is a non-profit organization whose application for 501(c)(3) status in the U.S. is pending as at May 2008. Once the application is approved, U.S. taxpayer donations to the Trust will be tax-deductible. For UK taxpayers, donations that are Gift-aided will benefit the Trust.

V: VARIATION OF THESE TERMS, CONDITIONS AND BYLAWS:

The Trust reserves the right to change the terms, conditions, and notices under which it operates and under which this website is offered (except where these are covered by statute). We will do this by altering the agreement on our website and this alteration will then be of immediate effect.

W: COMMENTS AND ENQUIRIES:

All comments or enquiries should be address to the Trust at e-mail = [info@CO₂OffsetTrust.org](mailto:info@CO2OffsetTrust.org) or if by written communication, to the Registered Office address listed at the top of this document. Questions about any Terms, Conditions and Bylaws not covered on this list can be addressed to the Trust Secretary at the address shown.

Terms & Conditions 10.doc 09-01-21

© 2007-2009 The CO₂ Offset Trust:

Web Site: [www.CO₂offsetTrust.org](http://www.CO2offsetTrust.org)

e.mail: [info@CO₂OffsetTrust.org](mailto:info@CO2OffsetTrust.org)

The CO₂ Offset Trust
UK Charity REGISTRATION NO: 1122835

as registered with the UK Charity Commission,, which is based at
PO Box 1227, Liverpool, L69 3UG England
phone 011 44 (0)845 300 0218, Website www.charitycommission.gov.uk