

DATED: This 3rd day of July 2005

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**DECLARATION OF TRUST OF  
MIDLANDS CHURCHES OF CHRIST**

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Eshcol Consulting  
56 Fredas Grove  
Birmingham  
B17 0SY  
England

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**THIS DECLARATION OF TRUST** is made the [ 3rd ] day of July 2005 by

Mr Scott Bryden

Mrs Marilyn Dean

Mr Jimmy Ogunshakin

Mr Andrew Torbet

(“the First Trustees”)

The First Trustees hold the sum of £2,000.00 (Two Thousand Pounds) on the trusts declared in this Deed and they expect that more money or assets will be acquired by them on the same trusts.

## **THIS DEED WITNESSES**

### **1 ADMINISTRATION AND AFFILIATION**

1.1 The charitable trust created by this Deed (“the Charity”) shall be administered by the Trustees. In this deed, the expression “the Trustees” refers to the individuals who are the trustees of the Charity at any given time. It includes the First Trustees and their successors. The word “Trustee” is used to refer to any one of the Trustees.

1.2 The Charity will govern the Churches, namely those known as Midlands Churches of Christ situated at its registered office; Crest House, 7 Highfield Road, Edgbaston, Birmingham. B15 3ED and having branches in Birmingham (formerly, Birmingham International Church of Christ) and Leicester (Leicester International Church of Christ) and such other churches as the Trustees may decide. In all cases the Churches will be governed by the Charity as part of the Charity and will not be separate charities.

1.3 Those who regularly attend and worship at one of the Churches are not, unless the Trustees decide otherwise, involved in the management or administration of the Charity (or, 'MCoC') either by virtue of their membership of a Church or otherwise.

1.4 The Charity may affiliate with ICC Missions (registered charity number 1092123) but ICC Missions shall have no part in the governance of the Charity.

## **2 NAME**

The Charity shall be called Midlands Churches of Christ but the Trustees may change the Charity's name from time to time. Before doing so they must obtain the written approval of the Charity Commissioners for England and Wales ("the Commission") for the new name.

## **3 STATEMENT OF FAITH**

All Trustees must subscribe to the following Statement of Faith and further the objects in accordance with it:

This Statement of Beliefs being the fundamental tenets on which the life and works of the Midlands Churches of Christ are based, was adopted by the First Trustees and those who regularly attend and worship at the Church's branches:

- There is one true God who reveals himself to the world as The Father, Son and Holy Spirit (Matthew 28:19; 2 Corinthians 13:14 etc)
- Jesus, the Son of God, is the one and only Lord and Saviour, crucified for our sins and physically resurrected from the dead on the third day (Acts 4:12; 1 Corinthians 15:1 - 4 etc)
- The Bible is divinely inspired and sufficient for salvation and is also the constitutional authority for the church's faith and life (2 Timothy 3:15 – 17; Romans 15:4 etc)

- Submission to the plan of God for salvation, which is His free gift through the blood of Christ (Romans 6:23; Romans 3:23 - 25; 1 John 2:1 -2 etc)
- Rebirth by repentance and baptism for the forgiveness of sins and the indwelling of the Holy Spirit (Acts 2:36 – 41; 1 Peter 3:20 – 21; Romans 6:3 – 7 etc)
- The need for a continuing devotion to imitate Christ’s love of God, love for righteousness and love for others (Philippians 2:1 – 5; 2 Corinthians 5:20; 1 John 2:3 – 6 etc)
- Resolution of issues of contention, disputes, differences, grievances, and the like, in step with biblical principles (Matthew 5:7 – 9; 5:38 – 48; Matthew 18:5; Ephesians 4:2 – 7; 1 John 2:9 – 11; 1 John 4:19 – 21)

#### **4 OBJECTS**

The Trustees must apply the income of the Charity in furthering the following objects (“the Objects”):

- 4.1 the advancement of the Christian faith in accordance with the statement of beliefs in clause 3;
- 4.2 the relief of financial hardship, sickness or distress or the charitable needs of the elderly;
- 4.3 the promotion of such other charitable objects as the Trustees shall from time to time determine.

## **5 APPLICATION OF CAPITAL**

At their discretion, the Trustees may spend all or part of the capital of the charity in furthering the Objects.

## **6 POWERS**

In addition to any other powers they have and in order to further the Objects the Trustees may:

- 6.1 raise funds. In exercising this power, the trustees must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;
- 6.2 buy, take on lease or in exchange, hire or otherwise acquire property and to maintain and equip it for use;
- 6.3 sell, lease or otherwise dispose of all or any part of the property belonging to the Charity as security for repayment of the money borrowed. The Trustees must comply as appropriate with Sections 36 and 37 of the Charities Act 1993;
- 6.4 borrow money and charge the whole or any part of the property belonging to the Charity. In exercising this power, the Trustees must comply as appropriate with Sections 38 and 39 of the Charities Act 1993 if they wish to mortgage land owned by the Charity;
- 6.5 make grants or loans of money, give guarantees and give security for those guarantees (subject to the restrictions in the Charities Act 1993);
- 6.6 raise funds, invite and receive contributions;
- 6.7 trade in the course of carrying out the Objects and make reasonable charges for services;

- 6.8 enter into contracts to provide services to or on behalf of other bodies;
- 6.9 invest the money of the Charity in any investments, shares, securities or property (real or personal) of any nature (including investments involving liability and those not producing income);
- 6.10 exercise the powers as trustees may exercise under the Trustee Act 2000 in relation to the delegation of investment management and the appointment of agents, nominees and custodians;
- 6.11 insure the assets of the Charity to such amount and on such terms as the Trustees decide, pay premiums out of income or capital, and use any insurance proceeds as the Trustees decide (without having to restore the asset);
- 6.12 take out insurance policies to protect the Charity, its employees and volunteers or members of the public using premises owned by or let or hired to the Charity;
- 6.13 insure and indemnify its employees and volunteers from and against all risks incurred in the proper performance of their duties;
- 6.14 take out other insurance policies to protect the Charity as required;
- 6.15 purchase indemnity insurance for the Trustees against any liability that by virtue of any rule of law would otherwise attach to a trustee or other officer in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Charity but excluding:
  - 6.15.1 fines;
  - 6.15.2 costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustee or other officer;

6.15.3 liabilities to the Charity that result from conduct that the Trustee or other officer knew or ought to have known was not in the best interests of the Charity or in respect of which the person concerned did not care whether that conduct was in the best interests of the Charity or not.

6.16 set aside funds for special purposes or as reserves against future expenditure;

6.17 pay the costs of forming the Charity;

6.18 co-operate with other charities, voluntary bodies and statutory authorities and exchange information and advice with them;

6.19 establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;

6.20 co-operate or join with any other charity, voluntary body or statutory authority in furthering the Objects or related charitable purposes and to exchange information, advice and undertake joint activities with them;

6.21 create such advisory or other committees as the Trustees think fit;

6.22 employ and remunerate staff, engage consultants and recruit volunteers for carrying out the work of the Charity;

6.23 do any other lawful thing that is necessary or desirable for the achievement of the Objects.

## **7 DELEGATION**

7.1 In addition to their statutory powers, the Trustees may delegate any of their powers or functions to a committee of two or more persons (whether Trustees or not). A committee must act in accordance with any directions given by the Trustees. It must report its decisions and

activities fully and promptly to the Trustees. It must not incur expenditure on behalf of the Charity except in accordance with a budget previously agreed by the Trustees.

7.2 The Trustees must exercise their powers jointly at properly convened meetings except where they have:

7.2.1 delegated the exercise of the powers (either under this provision or under any statutory provision); or

7.2.2 made some other arrangements by regulations under Clause 21.

7.3 The Trustees must consider from time to time whether the powers or functions which they have delegated should continue to be delegated.

## **8 DUTY OF CARE AND EXTENT OF LIABILITY**

8.1 When exercising any power (whether given to them by this Deed, or by statute, or by any rule of law) in administering or managing the Charity, each of the Trustees must use the level of care and skill that is reasonable in the circumstances, taking into account any special knowledge or experience that he or she has or claims to have (“the Duty of Care”).

8.2 No Trustee, and no one exercising powers or responsibilities that have been delegated by the Trustees, shall be liable for any act or failure to act unless, in acting or in failing to act, he or she has failed to discharge the Duty of Care.

## **9 APPOINTMENT OF TRUSTEES**

9.1 There must be at least two Trustees. Apart from the First Trustees, every Trustee must be appointed for a term of two years (or as near as

possible to two years) by a resolution of the Trustees passed at a Special Meeting called under Clause 15 of this Deed.

9.2 Of the First Trustees two may retire from office at the beginning of the first Special Meeting held after the first anniversary of the signing of this Deed and the remainder of them may retire from office at the beginning of the first Special Meeting held after the second anniversary of the signing of this Deed. The first Trustees are to decide between them who may serve for one or two years and in default shall decide by lot.

9.3 In selecting individuals for appointment as Trustees, the Trustees must have regard to the skills, knowledge and experience needed for the effective administration of the Charity.

9.4 The Trustees must keep a record of the name and address and the dates of appointment, re-appointment and retirement of each Trustee.

9.5 The Trustees must make available to each new Trustee, on his or her first appointment:

9.5.1 a copy of this Deed and any amendments made to it; and

9.5.2 a copy of the Charity's latest annual report and statement of accounts.

## **10 ELIGIBILITY FOR TRUSTEESHIP**

10.1 No one shall be appointed as a Trustee:

10.1.1 if he or she is under the age of 18 years; or

10.1.2 if he or she would at once be disqualified from office under the provisions of Clause 11 of this Deed.

10.2 No one shall be entitled to act as a Trustee whether on appointment or re-appointment until he or she has expressly acknowledged, in whatever way the Trustees decide, his or her acceptance of the office of Trustee.

## **11 TERMINATION OF TRUSTEESHIP**

11.1 A Trustee shall cease to hold office if he or she:

11.1.1 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;

11.1.2 becomes incapable by reason of mental disorder, illness or injury of managing his or her own affairs;

11.1.3 is absent without the permission of the Trustees from all their meetings held within a period of six months and the Trustees resolve that he or she should be removed;

11.1.4 notifies in writing to the Trustees a wish to resign (but only if enough Trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings).

11.1.5 dies;

11.1.6 is declared bankrupt or makes an arrangement or composition with his creditors;

11.1.7 is or has been convicted of any offence which in the opinion of the Trustees is likely to bring the Charity into disrepute and the Trustees resolve that he should be removed; and

11.1.8 is in the opinion of the Trustees guilty of conduct detrimental to the interests of the Charity and after giving the Trustee

concerned an opportunity to put his case the Trustees resolve by a 75% majority of the Trustees present and voting that he should be removed.

11.2 A Trustee who retires or is removed is entitled to an indemnity from the continuing Trustees at the expense of the Charity in respect of any liabilities properly incurred whilst he was a Trustee.

11.3 On the appointment of a new Trustee the Trustees must ensure that any land owned by the Charity is vested in the Trustees (or another body authorised under Clause 6).

## **12 VACANCIES**

If a vacancy occurs the Trustees must note the fact in the minutes of their next meeting. Any eligible Trustee may be re-appointed. So long as there are fewer than two Trustees, none of the powers or discretions conferred by this Deed or by law on the Trustees shall be exercisable by the remaining Trustee except the power to appoint new Trustees.

## **13 ORDINARY MEETINGS**

The Trustees must hold at least four Ordinary Meetings each year. One such meeting in each year must involve the physical presence of those Trustees who attend the meeting. Other meetings may take such form, including video and telephone conferencing, as the Trustees decide provided that the form chosen enables the Trustees to hear, comment and vote.

## **14 CALLING MEETINGS**

14.1 The Trustees must arrange at each of their meetings the date, time and place of their next meeting, unless such arrangements have already been made. Ordinary Meetings may also be called at any time by the Chair or by any two Trustees. In that case not less than ten days' clear notice must be given to the other Trustees.

14.2 The first meeting of the Trustees must be called by Mr Jimmy Ogunshakin or, if no meeting has been called within three months after the date of this Deed, by any two of the Trustees.

## **15 SPECIAL MEETINGS**

15.1 A Special Meeting may be called at any time by the Chair or by any two Trustees. Not less than four days' clear notice must be given to the other Trustees of the matters to be discussed at the meeting. However, if those matters include the appointment of a Trustee or a proposal to amend any of the trusts of this Deed, not less than 21 clear days' notice must be given. A Special Meeting may be called to take place immediately after or before an Ordinary Meeting.

15.2 The following matters must be decided by the Trustees in a Special Meeting:

15.2.1 dissolution in accordance with Clause 28;

15.2.2 amendment of this Deed in accordance with Clause 27;

15.2.3 appointment or removal of a Pastor under Clause 23; and

15.2.4 any other matter as the Trustees may decide.

## **16 CHAIRING OF MEETINGS**

16.1 The Trustees at their first Ordinary Meeting in each year must elect one of their number to chair their meetings ("the Chair"). The person elected shall always be eligible for re-election. If the Chair is not present within ten minutes after the time appointed for holding a meeting, or if no one has been elected as Chair, or if the Chair has ceased to be a Trustee, the Trustees present must choose one of their number to chair the meeting.

16.2 The Chair shall have no other additional functions or powers except those conferred by this Deed or delegated to him or her by the Trustees.

## **17 QUORUM**

17.1 Subject to the following provisions of this Clause, no business shall be conducted at a meeting of the Trustees unless at least one third (or the nearest whole number to one third) of the total number of Trustees at the time, or two Trustees (whichever is the greater) are present throughout the meeting.

17.2 The Trustees may make regulations specifying different quora for meetings dealing with different types of business.

## **18 VOTING**

18.1 At meetings, decisions must be made by a majority of the Trustees present and voting on the question. "Present" for these purposes includes any Trustee who can hear, comment or vote on matters arising even if he is not physically present. The Chair shall have no casting vote whether or not he or she has voted previously on the same question. All trustees including the Chair (all circumstances) shall have no more than a vote each.

18.2 A written resolution signed by all of the Trustees is as valid as a resolution passed at a Trustees' Meeting.

18.3 A resolution under Clause 18.2 may consist of several documents each signed by one or more Trustees and will be treated as passed on the date of the last signature.

## **19 TRUSTEES' INTERESTS**

19.1 Any Trustee who is a solicitor, accountant or other professional and any firm or company of which such a Trustee is a member, partner 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:-

19.1.1 the procedure in Clause 19.3 is followed in selecting the Trustee, firm or company and setting the amount of the fees; and

19.1.2 this provision does not apply to more than half of the Trustees in any one financial year.

19.2 A Trustee may not directly or indirectly receive any payment of money or other benefit with a monetary value from the Charity except:-

19.2.1 under Clause 6.15 (indemnity insurance) or Clause 19.1 (fees);

19.2.2 the reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;

19.2.3 interest on money lent to the Charity at a reasonable rate not exceeding 2% below the published base lending rate of a clearing bank chosen by the Trustees;

19.2.4 a reasonable rent or hiring fee for property let or hired to the Charity;

19.2.5 an indemnity for any liabilities incurred in running the Charity (including the costs of a successful defence to criminal proceedings);

19.2.6 a payment to any company in which a Trustee has no more than a 1% shareholding; and/or

19.2.7 other payments or benefits in exceptional cases and approved in writing in advance by the Commission.

19.3 Whenever a Trustee has a personal interest or conflict of interest in a matter to be discussed at a Trustees' Meeting the Trustee concerned must:

19.3.1 declare an interest before discussion on the matter begins;

19.3.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;

19.3.3 not be counted in the quorum for that part of the Trustees' meeting; and

19.3.4 in any event withdraw during the vote and have no vote on the matter.

19.4 A Trustee who holds an interest other than in a personal capacity in a matter being considered by the Trustees may, after declaring his interest and subject to the right of the remaining Trustees to resolve that he should withdraw and not vote on the matter, count towards the quorum for that item and take a full part in the discussion and voting.

## **20 MINUTES**

The Trustees must keep minutes, in books kept for the purpose or by such other means as the Trustees decide, of the proceedings at their meetings. In the minutes the Trustees must record their decisions and, where appropriate, the reasons for those decisions. The Trustees must approve the minutes in accordance with procedures laid down in regulations made under Clause 21 of this Deed.

## **21 GENERAL POWER TO MAKE REGULATIONS**

21.1 The Trustees may from time to time make regulations for the management of the Charity and for the conduct of their business, including:

21.1.1 the calling of meetings;

21.1.2 methods of making decisions in order to deal with cases of urgency when a meeting is impractical;

21.1.3 the deposit of money at a bank;

21.1.4 the custody of documents; and

21.1.5 the keeping and authenticating of records. If regulations made under this clause permit records of the Charity to be kept in electronic form and requires a Trustee to sign the record, the regulations must specify a method of recording the signature that enables it to be properly authenticated.

21.2 The Trustees must not make regulations which are inconsistent with anything in this Deed.

## **22 OFFICERS**

The Trustees may appoint any person to be a Secretary or Treasurer or to any other office as they may require.

## **23 PASTORS (OR 'MINISTERS')**

23.1 The Trustees may, at a Special Meeting, appoint a Pastor (or Minister) or Pastors (or Ministers) as a pastoral and spiritual overseer and leader of a church governed by the Charity. The Trustees must decide the terms on which a Pastor is appointed, including as regards length of office, salary, holiday and sick leave entitlement and resignation or termination of appointment.

23.2 A Pastor (or Minister) must subscribe to the Statement of Faith.

23.3 A Pastor (or Minister) may be a Trustee and may be paid a salary or stipend by the Trustees subject to him complying with Clause 19.

23.4 If a Pastor (or Minister) is not a trustee he or she may be invited to attend Trustee meetings to advise the Trustees but without the right to vote.

## **24 ACCOUNTS, ANNUAL REPORT AND ANNUAL RETURN**

The Trustees must comply with their obligations under the Charities Act 1993 with regard to:

24.1 the keeping of accounting records for the Charity;

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

24.3 the auditing or independent examination of the statements of account of the Charity;

24.4 the transmission of the statements of account of the Charity to the Commission;

24.5 the preparation of an annual report and its transmission to the Commission; and

24.6 the preparation of an annual return and its transmission to the Commission.

## **25 REGISTERED PARTICULARS**

The Trustees must notify the Commission promptly of any changes to the Charity's entry on the Central Register of Charities.

## **26 BANK ACCOUNT**

Any bank or building society account in which any of the funds of the Charity are deposited must be operated by the Trustees and held in the name of the Charity. Unless the regulations of the Trustees make other provision, all cheques and orders for the payment of money from such an account shall be signed by at least two persons, one of which shall be a Trustee.

## **27 AMENDMENT OF TRUST DEED**

27.1 The Trustees may amend the provisions of this Deed, provided that:

27.1.1 no amendment may be made to Clause 4 (Objects), Clause 8 (Duty of Care), Clause 19 (Trustees' Interests), Clause 28 (Dissolution) or this Clause without the prior consent in writing of the Commission; and

27.1.2 no amendment may be made the effect of which is that the Charity ceases to be a charity in law.

27.2 Any amendment of this Deed must be made by deed following a decision of the Trustees made at a Special Meeting.

27.3 The Trustees must send to the Commission a certified copy of the deed effecting any amendment made under this Clause within three months of it being made.

## **28 DISSOLUTION**

28.1 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 must be given:

28.1.1 to another charity or charities with objects that are no wider than the Charity's Objects, for the general purposes of the recipient charity or charities; or

28.1.2 to any charity for use for particular purposes which fall within the Charity's Objects.

28.2 The 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.

## **29 INTERPRETATION**

In this Deed, all references to particular legislation are to be understood as references to legislation in force at the date of this Deed and also to any subsequent legislation that adds to, modifies or replaces that legislation.

**IN WITNESS** of this Deed the parties to it have signed below.

**Signed as a deed by:**

.....  
on this.....(day) of ..... (month).....(year) in the presence of:

.....  
Witness's name:

.....  
Witness's address:  
.....  
.....  
.....

**Signed as a deed by:**

.....  
on this.....(day) of ..... (month).....(year) in the presence of:

.....  
Witness's name:

.....  
Witness's address:  
.....  
.....  
.....

**Signed as a deed by:**

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on this.....(day) of ..... (month).....(year) in the presence of:

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Witness's name:

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Witness's address:  
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.....

**Signed as a deed by:**

.....  
on this.....(day) of ..... (month).....(year) in the presence of:

.....  
Witness's name:

.....  
Witness's address:  
.....  
.....  
.....

Name of organisation: **Midlands Churches of Christ**

Name Mr Scott Bryden

Signature

Date

On behalf of the full trustee body as authorised at a meeting held on:

.....

Name Mrs Marilyn Dean

Signature

Date

On behalf of the full trustee body as authorised at a meeting held on:

.....

Name Mr Jimmy Ogunshakin

Signature

Date

On behalf of the full trustee body as authorised at a meeting held on:

.....

Name Mr Andrew Torbet

Signature

Date

On behalf of the full trustee body as authorised at a meeting held on:

.....