

**MODEL CONSTITUTION WITH TRUST DEED FOR LOCAL
ASSEMBLIES OF GOD**

ADOPTED BY SPECIAL RESOLUTION OF

King's Church Beverley

Registered Charity No.1128073

(In fellowship with Assemblies of God)

ROBINSONS SOLICITORS
10-11 ST JAMES' COURT
FRIAR GATE
DERBY DE1 1BT
ASS005/1384

INTERPRETATION

In this Constitution:

AGM means an annual general meeting of the Church;

Assemblies of God means Assemblies of God established on 1st February 1924;

Chairperson means the Senior Minister of the Church or, in the event of the Senior Minister declining, such other person chosen by the Church Council who shall act as the Chairperson of all meetings of the Church;

Charities Act means the Charities Act 1993 as amended or re-enacted;

Commission means the Charity Commission for England and Wales;

Church means [King's Church Beverley];

Church Council means the Church Council of the Church being the body duly appointed or elected for that purpose and each member of the Church Council shall be a trustee as defined in Section 97 of the Charities Act 1993;

Clear day means 24 hours from midnight following the relevant event;

Connected Person means (a) a child, parent, grandchild, grandparent, brother or sister of any member of the Church Council or (b) a spouse of any such member or a spouse of any person falling within (a) above

Constitution means the constitution of the Church as set out here and from time to time amended;

EGM means a general meeting of the members of the Church which is not an AGM;

Financial Expert means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000 (as amended or re-enacted);

General Council means the General Council of Assemblies of God as referred to in the annual conference minutes of Assemblies of God from time to time;

Holding Trustees means an individual or corporate body responsible for holding title to property but not authorised to make any decisions relating to its use, investment or disposal except as specified in the Schedule;

Month means calendar month;

Senior Minister means the senior minister of the Church for the time being charged with the care and control of the congregation;

Statement means the Statement of Faith of Assemblies of God as approved by the General Council from time to time;

Writing, in Writing refers to a legible document on paper including a fax message;

Year means calendar year;

References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

1. NAME

- 1.1 The name of the Church is King's Church Beverley in Fellowship with Assemblies of God.
- 1.2 The name of the Church may be amended by the Church Council from time to time with the prior written approval of the Commission.

2. OBJECTS

- 2.1 The objects of the Church ("the Objects") are for the benefit of the public:
 - (a) to advance the Christian faith in accordance with the Statement in such ways and in such parts of the United Kingdom or the world as the Church Council from time to time may think fit;
 - (b) to relieve sickness and financial hardship and to promote and preserve good health by the provision of funds, goods or services of any kind including through the provision of counselling and support in such parts of the United Kingdom or the world as the Church Council from time to time think fit; and
 - (c) to advance education in such ways and in such parts of the United Kingdom or the world as the Church Council form time to time may think fit.

3. POWERS

The Church Council has the following powers, which may be exercised only in promoting the Objects:

- 3.1 To promote or carry out research.
- 3.2 To provide advice.
- 3.3 To publish or distribute information.
- 3.4 To co-operate with other bodies.
- 3.5 To support, administer or set up other charities.
- 3.6 To raise funds (but not by means of taxable trading).
- 3.7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act).

- 3.8 To acquire or hire property of any kind.
- 3.9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act).
- 3.10 To make grants or loans of money and to give guarantees.
- 3.11 To set aside funds for special purposes or as reserves against future expenditure.
- 3.12 To deposit or invest in funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Church Council consider necessary and having regard to the suitability of investments and the need for diversification).
- 3.13 To delegate the management of investments to a Financial Expert, but only on terms that:
- (1) the investment policy is recorded in Writing for the Financial Expert by the Church Council;
 - (2) every transaction is reported promptly to the Church Council;
 - (3) the performance of the investments is reviewed regularly with the Church Council;
 - (4) the Church Council are entitled to cancel the delegation arrangement at any time;
 - (5) the investment policy and the delegation arrangement are reviewed at least once a Year;
 - (6) all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are reported promptly to the Church Council on receipt;
 - (7) the Financial Expert must not do anything outside the powers of the Church Council.
- 3.14 To insure the property of the Church against any foreseeable risk and take out other insurance policies to protect the Church when required.
- 3.15 To purchase Indemnity Insurance for the Church Council against any liability that by virtue of any rule of law would otherwise attach to a member of the Church Council 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 Church, but excluding:
- (i) fines;
 - (ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Member of the Church Council or other officer;
 - (iii) liabilities to the Church that result from conduct that the member of the Church Council or other officer knew or ought to have known was not in the best interests of the Church or in

respect of which the person concerned did not care whether that conduct was in the best interests of the Church or not.

- 3.16 To employ paid or unpaid agents, staff or advisers.
- 3.17 To enter into contracts to provide services to or on behalf of other bodies.
- 3.18 To establish or acquire shares in companies to assist or act as agents for the Church.
- 3.19 To cause to be produced or performed on any media by any and all means now known or developed in the future and circulated or released gratuitously or otherwise, music, songs and theatre, periodicals, magazines, books, leaflets or other thing relevant to the Objects.
- 3.20 To pay (as the case may be) the costs of (i) forming the Church; (ii) registering it as a charity; and (iii) adopting this Constitution.
- 3.21 To do anything else within the law which promotes or helps to promote the Objects.

4. MEMBERSHIP

- 4.1 Membership shall be open to any individual who:
 - (a) by grace has exhibited saving faith in the Lord Jesus Christ;
 - (b) desires to worship and serve God in the context of the Statement; and
 - (c) is committed to promoting the Objects.
- 4.2 Prospective members shall apply to the Church Council for membership and the Church Council shall be responsible for the issue and maintenance of rules regulating membership of the Church.
- 4.3 A membership list should be kept by the Church Council.
- 4.4 Every member shall have one vote.
- 4.5 A member may resign by Written notice to the Church Council.
- 4.6 The Church Council may by resolution terminate the membership of any member. The Church Council may only pass such resolution after notifying the member in Writing and considering the matter in the light of any Written representations which the member puts forward within 14 clear days after receiving notice.
- 4.8 Membership of the Church is not transferable.

5. MANAGEMENT OF CHURCH - THE CHURCH COUNCIL

- 5.1 The management and control of the Church and its property and funds shall be vested in the Church Council. The members of the Church Council shall be those persons who on the date

of registration of this Constitution as a charity hold such office, and thereafter shall comprise the Senior Minister and other Ministers of the Church together with such persons as :

[5.1.1 the Church Council may from time to time appoint or elect;]

[5.1.1 the Church in AGM shall elect.]

[5.1.1 the Senior Minister shall nominate and the Church Council shall from time to time appoint]

- 5.2 The names and addresses of the members of the Church Council shall be entered in the Church records.
- 5.3 The minimum number of members of the Church Council shall be three.
- 5.4 The Officers of the Church shall be the Chairperson, Secretary and Treasurer. The Chairperson shall be the Senior Minister of the Church from time to time unless the Church Council (in the absence of a Minister or if the Minister declines) shall resolve otherwise. The Secretary and the Treasurer shall be appointed by the Church Council but need not be members of the Church Council.
- 5.5 Every member of the Church Council after appointment or election or reappointment must sign a declaration of willingness to be on the Church Council and to act in the charitable trusts of the Church before he or she may vote at any Church Council meeting.
- 5.6 The appointment of a member of the Church Council automatically terminates if he or she:
- (1) is disqualified under the Charities Act from acting as a charity trustee;
 - (2) is incapable, whether mentally or physically, of managing his or her own affairs;
 - (3) is absent without notice from six consecutive meetings of the Church Council and is asked by a majority of the other members of the Church Council to resign;
 - (4) ceases to be a member of the Church (but such a person may be reinstated by resolution of all the other members of the Church Council on resuming membership of the Church before the next AGM);
 - (5) resigns by Written notice to the Church Council (but only if at least three members of the Church Council will remain in office);
 - (6) is removed by a resolution passed by all the other members of the Church Council after they have invited the views of the member concerned and considered the matter in the light of any such views;
 - (7) is a minister or leader of the Church whose appointment or election has ceased; or
 - (8) is the subject of a disqualification order under The Criminal Justice and Court Services Act 2000.

- 5.7 A retiring member of the Church Council is entitled on Written request to an indemnity from the continuing members of the Church Council at the expense of the Church in respect of any liabilities properly incurred while he or she held office.
- 5.8 A new member of the Church Council shall receive an induction and, as a minimum requirement, shall receive the Commission's guidance on trusteeship in any media now known or developed in the future and a copy of the most up to date version of this Constitution and such new member shall be reasonably familiar with its provisions.
- 5.9 All persons holding remunerated office with the Church shall be under contract with the Church Council.

6. PROCEEDINGS OF THE CHURCH COUNCIL

- 6.1 The Church Council shall meet at least four times in each Year and shall regulate its own proceedings and may make regulations to deal with the appointment of ministers, elders, deacons other appointees and church staff.
- 6.2 A quorum of a meeting of the Church Council shall be three, or one third of its members whichever is the higher number.
- 6.3 A meeting of the Church Council may be held either in person or by suitable electronic means agreed by the Church Council in which all participants may communicate with all other participants.
- 6.4 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other member of the Church Council chosen by the Church Council members present presides at each meeting of the Church Council.
- 6.5 Every issue may be determined by a simple majority of the votes cast at a meeting of the Church Council but a resolution which is in Writing and signed by all the members of the Church Council is as valid as a resolution passed at a meeting and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 6.6 A member of the Church Council is not entitled to vote by proxy.
- 6.7 A procedural defect of which the Church Council is unaware at the time does not invalidate decisions taken at a meeting of the Church Council.
- 6.8 Whenever a member of the Church Council has a personal interest in a matter to be discussed at a meeting of the Church Council or a committee, he or she must:
- (1) declare an interest before the meeting or at the meeting before discussion begins on the matter;
 - (2) be absent from that part of the meeting unless expressly invited to remain in order to provide information;
 - (3) not be counted in the quorum for that part of the meeting;

- (4) be absent during the vote and have no vote on the matter.

7. POWERS OF THE CHURCH COUNCIL

The Church Council has the following powers in the administration of the Church:

- 7.1 To delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least two members of every committee must be members of the Church Council and all proceedings of committees must be reported promptly to the Church Council).
- 7.2 To make standing orders consistent with this Constitution to govern proceedings at general meetings.
- 7.3 To make rules consistent with this Constitution to govern their proceedings and proceedings of committees.
- 7.4 To make regulations consistent with this Constitution to govern the administration of the Church (including the operation of bank accounts and the commitment of funds).
- 7.5 To resolve, or establish procedures to assist the resolution of, disputes within the Church.
- 7.6 To exercise any powers of the Church which are not reserved to a general meeting.
- 7.7 To appoint from time to time not less than three members of the Church to be Holding Trustees for the purpose of holding the land and buildings of the Church. The membership requirement shall not apply in respect of individuals who are not members of the Church appointed as Holding Trustees by resolution of the Church Council. The Church Council may appoint Assemblies of God Property Trust in place of the Holding Trustees.
- 7.7.1 The Holding Trustees shall act on the lawful directions of the Church Council and shall be entitled to be indemnified in respect of all expenses properly incurred by them as such Holding Trustees.
- 7.7.2 A Holding Trustee may be removed from office by the Church Council in accordance with rules from time to time issued by the Church Council and may resign his or her Trusteeship by notice in Writing to the Church Council provided that there are at least three continuing Holding Trustees.
- 7.7.3 All land and buildings belonging to the Church shall be vested in the Holding Trustees who shall enter into a Trust Deed in the form set out in the Schedule declaring the trusts upon which they hold such land and buildings.
- 7.8 To check the eligibility and qualifications of an Officer or member of the Church Council by making appropriate background checks (including with the Police) and to contact the Police in relation to any member who has contact with children.

7.9 To authorise at least two members of the Church Council to sign or execute any document or do any deed act or thing as may be required in promoting the Objects or the administration of the Church.

8. GENERAL MEETINGS

8.1 There shall be an AGM which shall be held in the month of [] in each year or as soon as practical afterwards.

8.2 The AGM may called on at least 21 clear days' Written notice to the members specifying the business to be transacted.

8.3 There is a quorum at a general meeting if the number of members personally present is the number agreed at the preceding AGM subject to there being a minimum of three members present.

8.4 The Chairperson presides at a general meeting.

8.5 At an AGM the members:

- (1) receive the accounts and statement of account of the Church for the previous financial year;
- (2) receive the report of the Church Council on the Church's activities since the previous AGM;
- (3) note the appointment by the Church Council of an auditor or independent examiner for the Church where required;
- (4) discuss and determine any issues of policy or deal with any other business put before them by the Church Council.

8.6 Any general meeting which is not an AGM is an EGM.

8.7 An EGM may be called at any time by the Church Council.

9. CASH

All cash received by or on behalf of the Church shall be the responsibility of the Treasurer who shall comply with clause 11.3 when receiving cash. Cheques shall be signed by not less than two persons authorised by the Church Council. One of such authorised persons should be a member of the Church Council unless the Church Council for operational purposes puts in place explicit provisions delegating this authority and allowing this delegated authority to be supervised adequately.

10. APPLICATION OF FUNDS

10.1 The property of the Church whatever its source shall be used for furthering the Objects of the Church and no other purpose and does not belong to the members or the Church Council.

- 10.2 Funds which are not required for immediate use (including those which will be required for use at a future date) must be placed on deposit or invested in accordance with clause 3.12 until needed.
- 10.3 Any member of the Church Council for the time being or any Connected Person may enter into any contract agreement or arrangement with the Church for the supply of services or be employed and remunerated as a servant of the Church notwithstanding that such member shall or might benefit or profit thereby PROVIDED THAT :
- (a) such member shall have previously have made full disclosure of his interest in any other contract for service or any employment agreement
 - (b) such members shall have previously made full disclosure of his relationship with the Connected Person
 - (c) that such member of the Church Council shall not be present at or take part in any discussion relating to such matter except at the invitation of the remaining members of the Church Council
 - (d) the decision or resolution to enter into any such agreement or arrangement shall have been taken or made unanimously by all the remaining members of the Church Council who are satisfied that the transaction or transactions arising out of such discussions are advantageous for the purposes of the Church
 - (e) at no time may a majority of members of the Church Council be remunerated directly or indirectly. Where payment to or remuneration of a Connected Person would cause the number of members of the Church Council benefiting under the provisions of clause 10.3 to be in a majority then the prior written consent of the Commission must be obtained
 - (f) a memorandum of such decision or resolution shall be entered into the records of the Church Council and details of such contract agreement or arrangement shall be available for inspection by any person or body affected thereby and having an interest therein.
- 10.4 Except as specified in clause 10.3 no member of the Church Council may receive payment of money or other benefit (whether direct or indirect) from the Church except:
- (1) under clause 3.15;
 - (2) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Church;
 - (3) interest at a reasonable rate on money lent to the Church;
 - (4) a reasonable rent or hiring fee for property let or hired to the Church;
 - (5) payment to a company in which a member of the Church Council has no more than a 1 per cent shareholding; and

(6) in exceptional cases, other payments or material benefits (but only with the prior written approval of the Commission).

10.5 No member of the Church Council nor any Holding Trustee shall be liable for any loss to the Church arising by reason of any improper investment made in good faith (so long as he shall have sought advice from a Financial Expert before making such investment) or for the negligence or fraud of any agent employed by him in good faith (provided reasonable supervision shall have been exercised) or by reason of any mistake or omission made in good faith by any member of the Church Council or any Holding Trustee or by reason of any other matter or thing other than wilful and individual fraud or wrongdoing or wrongful omission on the part of the member of the Church Council or Holding Trustee who is sought to be made liable.

11. RECORDS AND ACCOUNTS

11.1 The Church Council must comply with the requirements of the Charities Act as to the keeping of financial records, the audit or independent examination of accounts and the preparation and transmission to the Commission of:

- (1) annual returns;
- (2) annual reports; and
- (3) annual statements of account.

11.2 The Church Council must keep proper records of:

- (1) all proceedings at general meetings;
- (2) all proceedings at meetings of the Church Council;
- (3) all reports of committees; and
- (4) all professional advice obtained.

11.3 *Accounting records relating to the Church shall be kept by the Treasurer and shall be made available for inspection by any member of the Church Council at any time during normal office hours and may be made available for inspection by members if the Church Council so decides.*

11.4 A copy of the Church's latest available statement of account must be supplied on request to any member of the Church Council. A copy must also be supplied, within two Months, to any other person who makes a Written request and pays the Church's reasonable costs.

11.5 The Church's financial year shall be from [] to []

12. NOTICES

- 12.1 Notices under this Constitution may be sent by hand, by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or newspaper circulating in area of benefit or any journal distributed by the Church.
- 12.2 The address at which a member is entitled to receive notices is the address noted in the register of members (or, if none, the last known address).
- 12.3 Any notice given in accordance with this Constitution is to be treated for all purposes as having been received:
- (1) 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - (2) two clear days after being sent by first class post to that address;
 - (3) three clear days after being sent by second class post or overseas post to that address;
 - (4) on the date of publication of a journal or newspaper containing the notice;
 - (5) on being handed to the member personally or, if earlier,
 - (6) as soon as the member acknowledges actual receipt.
- 12.4 *A technical defect in the giving of notice of which the members or the Church Council are unaware at the time does not invalidate decisions taken at a meeting.*

13. ALTERATION OF CONSTITUTION PROVISIONS

- 13.1 This Constitution may be amended by resolution of the Church Council, but:

This Constitution may be amended at a general meeting upon the prior recommendation of the Church Council by a two-thirds majority of the votes cast, but:

- 13.1.1 The members must be given 21 clear days' notice of the proposed amendments.
- 13.1.2 Clause 2 may not be amended without the prior written consent of the Commission.
- 13.1.3 Clause 10 may not be amended without the prior written consent of the Commission.
- 13.1.4 Clause 13 may not be amended without the prior written consent of the Commission.
- 13.1.5 *Clause 15 may not be amended without the prior written consent of the Commission.*

- 13.2 The Church Council shall promptly send to the Commission a copy of any amendment under this clause.

14. DATA PROTECTION

The Church Council or such appointed officer shall be responsible for ensuring that the Church complies with all of the principles of the Data Protection Act 1998. In the event that the processing of

personal data held by the Church is no longer covered by an exemption, the Church Council or such appointed officer shall notify the Information Commissioner and advise that the Church is a data controller.

15. DISSOLUTION

- 15.1 The Church may be dissolved by resolution passed by a 75% majority of Church members present and voting at an EGM convened for the purpose of which 21 days' written notice shall have been given by the Church Secretary to the members. The Church Council and the Officers of the Church shall remain in office and will be responsible for the orderly winding up of the Church's affairs.
- 15.2 *After making provision for all outstanding liabilities of the Church, the Church Council must apply the remaining property and funds [by transfer to Assemblies of God Property Trust who shall hold and apply the same for such charitable purposes as the Board of Directors of the Assemblies of God Incorporated in consultation with the Church Council shall determine]; [by transfer to one or more bodies established for exclusively charitable purposes with the same as or similar Objects]; [in such manner consistent with charitable status as the Commission approve in writing in advance].*
- 15.3 A final report and statement of account relating to the Church must be sent to the Commission.

THE SCHEDULE before referred to

THIS DECLARATION OF TRUST is made the day of

BY [] ("the Holding Trustees")

INTERPRETATION

In this Deed:

Assemblies of God means Assemblies of God established on 1st February 1924;

Chairperson means the Senior Minister of the Church or, in the event of the Senior Minister declining, such other person chosen by the Church Council who shall act as the Chairperson of all meetings of the Church;

Church means [];

Commission means Charity Commission for England and Wales;

Statement means the Statement of Faith of Assemblies of God as approved from time to time by its General Council;

General Council means the General Council of Assemblies of God as referred to in the annual conference minutes of Assemblies of God from time to time;

Holding Trustees means individuals or corporate bodies responsible for holding title to property but not authorised to make any decisions relating to its use, investment or disposal and Holding Trustee shall mean any such individual or corporate body;

First Trustees means the first Holding Trustees who execute this Deed;

The Property means the property described in the Schedule hereto or any other property acquired by the Church;

The Objects means all or any of the objects set out in the Constitution of the Church;

The Charities Act means the Charities Act 1993 as amended or re-enacted;

Church Council means the Church Council of the Church being the body duly appointed or elected for that purpose;

Board of Directors means the Board of Directors of Assemblies of God Incorporated or such other body as in the future shall be vested with the powers presently held by the Board of Directors of Assemblies of God Incorporated;

Senior Minister means the senior minister of the Church for the time being charged with the care and control of the congregation;

Written authority refers to a legible document on paper including a facsimile message;

References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

1. INTRODUCTION

1.1 The First Trustees hold [] on the trusts declared in this Deed.

1.2 Further money or property may be paid or transferred to the Holding Trustees for the Church.

2. PROPERTY AND FUNDS

2.1 The Holding Trustees HEREBY AGREE AND DECLARE:

(1) that they stand possessed of the Property upon trust for sale with full power to postpone such sale as to the whole or any part or parts of the Property subject to the prior consent of the Church Council as to the exercise of the said powers of sale and postponement with such additional powers as are hereinafter set forth and that they will hold the Property until the sale or other disposition thereof upon trust to permit the same and any building or buildings erected thereon to be used for all or any of the Objects.

(2) that they shall stand possessed of the net rents and profits of the Property until sale and of any other income from time to time received by the Holding Trustees upon the trusts hereof and also of the money to arise from the sale of the Property or any part thereof UPON TRUST to apply the same in accordance with the lawful directions of the Church Council.

(3) that no part of the Property need be retained nor shall any part of the same constitute a permanent endowment within the meaning of the Charities Act.

2.2 The Holding Trustees on the lawful direction of the Church Council shall have full power from time to time and subject to such consents as may be required by law to raise either by mortgage of any land vested in the Holding Trustees upon the trusts hereof and of any buildings erected or to be erected thereon or otherwise any sum or sums of money for the Objects of the Church.

3. THE HOLDING TRUSTEES

3.1 The number of individual Holding Trustees shall not be less than three and their functions shall be confined to the Property.

3.2 The appointment of a Holding Trustee automatically terminates if he or she:

(1) by written notice to the Church Council resigns from office or membership of the Church provided that there remains in office three continuing Holding Trustees;

(2) is removed from office by the Church Council which may so remove the Holding Trustee at its pleasure by written notice sent by post to the Holding Trustees last known

address PROVIDED THAT such written notice shall not become operative if within 7 days of the posting of the said written notice the Holding Trustee so notified requests in writing a meeting with the Church Council to make representations to the Church Council. In the above event the removal shall become operative by the posting of written notice to the Holding Trustees of the decision of the said meeting;

- (3) ceases to reside within [] miles of the Church building;
- (4) is absent from the United Kingdom for a period in excess of 12 months;
- (5) in the opinion of the Church Council ceases to worship and serve God in the context of the Statement;
- (6) becomes of unsound mind or becomes a patient within the meaning of the Mental Health Act 1983 or Mental Health (Scotland) Act 1960;
- (7) is in receipt of a statutory demand under Part IX of the Insolvency Act 1986 from any creditor or the Holding Trustees commits any of those acts formerly defined as "acts of bankruptcy" by Section 1(1) of the Bankruptcy Act 1914 for the purposes of that Act or if an Interim Order should be made against him or her under Part VIII of the Insolvency Act 1986;
- (8) is disqualified under the Charities Act from acting as a trustee;
- (9) is the subject of a disqualification order under The Criminal Justice and Court Services Act 2000.

3.3 Any Holding Trustee who shall be removed from office or be deemed to desire to be discharged shall upon request execute and do such deeds and things as may be necessary or convenient for the purpose of appointing another Holding Trustee or Holding Trustees or for vesting in the continuing and any new Holding Trustee or Holding Trustees of the property for the time being subject to the Trusts of this Deed.

4. APPOINTMENT OF HOLDING TRUSTEES

- 4.1 A person may be appointed to the office of Holding Trustee by a resolution passed by a simple majority of the Church Council as evidenced by a written memorandum signed by the Chairperson of the meeting at which the resolution is passed.
- 4.2 The memorandum shall be deemed to be a sufficient memorandum for the purpose of Section 83 of the Charities Act and may be executed by such person as a deed within the meaning of the section.
- 4.3 Every person appointed to the office of Holding Trustee must sign a declaration of willingness to act before his or her appointment.
- 4.4 Any purchaser or other person dealing with the Holding Trustees in good faith shall be entitled to assume and shall assume that any appointment of new Holding Trustees purported to be made under the said power has been made in accordance with the provisions of this clause.

5. PROCEEDINGS OF HOLDING TRUSTEES

- 5.1 The Holding Trustees shall meet as and when required by direction of the Church Council.
- 5.2 A quorum at a meeting of the *Holding Trustees* is three.
- 5.3 A meeting may be held either in person or by suitable electronic means agreed by the Holding Trustees in which all participants may communicate with all other participants.
- 5.4 A meeting of the Holding Trustees shall be presided by such person who is chosen by them to be Chairperson of the meeting.

6. AMENDMENTS

The provisions of this Deed shall not be altered by the Church Council with the exception that if any alterations are to be made to the Objects by the Church Council and to the provisions of clause 7.1 then such alterations shall only be made with the prior Written approval of the Commission.

7. TRANSFER OF PROPERTY

- 7.1 The Holding Trustees acting on the lawful directions of the Church Council (or if there is no Church Council in existence by majority resolution of the Holding Trustees) shall revoke the *Trusts herein declared and after discharge of all proper debts and liabilities of the Church shall* transfer any remaining property to [Assemblies of God Property Trust who shall hold and apply the same for such charitable purposes as the Board of Directors in consultation with the Church Council shall determine]; [one or more bodies established for exclusively charitable purposes with the same as or similar Objects]; [in such manner consistent with charitable status as the Commission approve in writing in advance].

SIGNED AS A DEED by the said

in the presence of: *LS Warner Dr. C. J. Walker.*

Witness *Bm [Signature]*
Address *81 The Meadows, Cherry Burton, BEVERLEY, HU17 7R1*
Occupation *HMI (Retd)*

SIGNED AS A DEED by the said *[Signature]* *Rev. J.R. Beynon.*

in the presence of: *A Dolman.*

Witness *JILL DOLMAN*
Address *8 PELHAM CLOSE, LINCOLN WAY, BEVERLEY*
Occupation *EAST YORKSHIRE HU17 8PN*
HOUSEWIFE.

SIGNED AS A DEED by the said *[Signature]* *Mrs L. Bellerby*

in the presence of: *B Raiton*

Witness *BETTY RAILTON*
Address *8 BARTLETT AVE*
Occupation *BEVERLEY*
Retired.

SIGNED AS A DEED by the said

in the presence of:

Witness
Address
Occupation