

# Crediton Congregational Church constitution

## 1. Definitions

In the deed:-

- 1.1 "the Church" means the Congregational Church that has adopted this Model Trust Deed whether directly or as a consequence of this superseding the previous Model Trust Deed.<sup>1</sup>
- 1.2 "the Minister" means the stated Minister or Pastor for the time being of the Church.
- 1.3 "the Federation" means the Congregational Federation being the registered charity number 264839 having offices at 8 Castle Gate Nottingham NG1 7AS.
- 1.4 "the Holding Trustees" means Congregational Federation Limited of 4 Castle Gate Nottingham NG1 7AS (Registered Charity Number 267469) or such other Holding Trustees as shall be appointed in accordance with the provisions hereinafter set out.
- 1.5 "the Managing Trustees" means the local representatives appointed to be Managing Trustees of the Church in accordance with the provisions hereafter set out.
- 1.6 "the Church Meeting" means a properly constituted meeting of the members of the Church as hereinafter provided for.
- 1.7 "the Church Members" means persons recognised as Members of the Church and appointed and recorded as such in agreed fashion by the Church Meeting.
- 1.8 "the Church Property" means the land and buildings to which these trusts relate and which are vested in the Holding Trustees and which are under the day to day care and management of the Church.
- 1.9 "a Special Resolution" means a resolution of the Church Meeting notified and passed in accordance with the provisions hereinafter contained.
- 1.10 "The Foundation Trusts" mean the Trusts declared on the acquisition of the Church property by the Church or in any later Trust deed executed by the then Trustees of the Church.<sup>2</sup>

## Objects

2.1 The principal purpose of the church is the advancement of the Christian faith according to the principles and usages for the time being of Congregationalism and in accordance with any specific requirements in the Foundation Trusts.  
The Church may also advance education relieve need and carry out other charitable purposes in the United Kingdom and other parts of the World.

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<sup>1</sup> In this case, Crediton Congregational Church (CCC).

<sup>2</sup> In the case of CCC, this is the church trust deed, appended to this governing document.

2.2 Crediton Congregational church clarifies the purpose of the church through it's vision of "Seeking God, Serving People, Sharing Hope" and delivering this through its six values, being:<sup>3</sup>

**Encountering** God through worship and prayer, the Bible, our world and each other.

**Committing** all that we are to Jesus, embracing the richness of life in him.

**Welcoming** everyone as companions on our journey together.

**Serving** our community, responding to the strengths, needs and opportunities we find with practical, loving kindness.

**Growing** in relationship with God, full of curiosity and a willingness to be changed.

**Sharing** the difference Jesus makes, through our every day words and actions.

### **Holding Trustees**

3.1 The Church Property shall be vested in the name or names of the Holding Trustees.

3.2 The Holding Trustees shall be entitled to send a representative appointed by themselves in whatever manner they choose, to any Church Meeting or Meeting of the Managing Trustees and the said representative shall have power to speak at such Meeting but not to vote.

3.3 The Holding Trustees shall be entitled to make such reasonable requests for information in respect of the management and administration of the Church and the use of the Church premises (including copies of documentation) and the Managing Trustees shall comply with such reasonable requests as quickly as possible.

3.4.1 The Holding Trustees shall not be bound to make any enquiry as to the Management and administration of the Church or the use of the Church Premises.

3.4.2 Should the Holding Trustees become aware that the Trusts contained herein (or the Foundation Trusts where the requirements thereof still apply) may not be being complied with or any action is being taken which may jeopardise the charitable status of the Church or they have reasonable grounds to suspect that any aspect of the Church's management or administration is not being carried out correctly then the Holding Trustees shall have power to investigate and raise questions of the Managing Trustees and the Church Meeting and to call such meetings of the Managing Trustees and the Church Meeting as they may consider appropriate and to report accordingly to the Charity Commission and other proper offices.

3.4.3 The Holding Trustees shall also in such circumstances have power to put forward resolutions for consideration at any Meeting of the Managing Trustees or the church Meeting but shall not have power to vote thereon.

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<sup>3</sup> Clause 2.2 does not appear in the CF Approved Governing Document, and is added for clarification from the 2010 Administrative Guidelines.

3.5 The Holding Trustees may, at any time upon a Special Resolution being passed by the Church Meeting, take over and assume the responsibilities of the Managing Trustees.

3.6 The Holding Trustees will hold the Church Property on Trust to permit the Church Property to be used occupied and enjoyed as a place for the public worship of God and for preaching the gospel of the Lord Jesus Christ according to the principles and usages for the time being of Congregationalism and such declarations of principles as may be agreed and made from time to time by the Church Meeting.

3.7 The Holding Trustees shall also permit the Church Property to be used for the promotion of such Christian religious and other charitable purposes not inconsistent with the principal purpose as the Church Meeting shall from time to time agree.

3.8 The Holding Trustees (and the Managing Trustees and the Church Meeting) shall continue to be bound by any provisions in the Foundation Trusts relating to:

3.8.1 The doctrinal standards to be held and proclaimed by the Church.

3.8.2 The qualification of the Minister Deacon or Elders and the Church Members.

3.8.3 The identity of the ultimate beneficiaries who may be entitled to the Church property or the proceeds of sale thereof in the event of disposal of the Church property under the provisions of Clause 10 hereof.

## **The Managing Trustees**

4.1

4.1.1 The Managing Trustees shall, consist of those persons appointed to be the Minister plus the deacons elders or officers of the Church<sup>4</sup>, unless the Church Meeting shall specifically decide to the contrary by a Special Resolution.

4.1.2 The Church Meeting shall also be able to appoint any other Members of the Church Meeting to be a Managing Trustee by a Special Resolution.

4.2 The Managing Trustees shall act as Charity Trustees as defined by section 97 (i) of the Charities Act 1993 and shall have all powers to control manage and administer the church Property and all other aspects of the Church in accordance with the trusts contained herein (or as referred to in Clause 2 hereof) and in accordance with their charitable and other legal obligations.

4.3 The Managing Trustees shall report fully at all times to the Church Meeting on all actions they have taken and shall continually seek guidance from the Church Meeting as to further actions that should be taken by them in their capacity as Managing Trustees.

4.4 The Managing Trustees shall;

4.4.1 all be members of the Church, and any managing trustee who ceases to be a church member will automatically cease to be a managing trustee;

4.4.2 *meet the requirements and qualifications, if any, set out in the Foundation Trusts<sup>5</sup>;*

4.4.3 not be disqualified from acting as a charity trustee in accordance with the provisions of section 72 of the Charities Act 1993.

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<sup>4</sup> At CCC, the Leadership Team shall be deemed to be officers of the church, and so will be Managing Trustees.

<sup>5</sup> No such qualification is present in the Foundation Trusts, and so clause 4.4.2 will not apply.

4.5 The Managing Trustees (except for those in Ministerial Office) shall be appointed for an initial term of 3 years with the opportunity to be nominated for re-appointment at the end of each 3 year term.<sup>6</sup>

4.6 The Managing Trustees shall keep a written record of those who are Church Members and shall review this on a regular basis and present it to the Church Meeting for formal approval on an annual basis.

### **Managing Trustees Meetings Proceedings**

5.1 The Managing Trustees shall meet at least once every three months.

5.2 The Managing Trustees shall determine the quorum for their meetings which will be no less than two persons or half their number, whichever is the greater.

5.3 The Managing Trustees may delegate such of their powers and functions to such individuals and sub groups as they shall in their absolute discretion decide provided that all such delegated powers and functions will always be subject to the overriding jurisdiction of the Managing Trustees and all such individuals and sub groups so appointed should report back to the Managing Trustees.

5.4 The Managing Trustees shall keep a written record of their meetings and of all votes taken at those meetings.

5.5 Each of the Managing Trustees shall have one vote at meetings of the Managing Trustees and all matters shall be decided by a simple majority. In the event of a tied vote then the Chair of the meeting shall have a casting vote.

5.6 The Chair of the Managing Trustees shall be decided annually by a meeting of the Managing Trustees and they will act as Chair of all such meetings. In the absence of the Chair the Managing Trustees present shall elect a Chair for the meeting who shall have all powers of the Chair at that meeting.

### **Church Meeting**

6.1 The Church Meeting shall meet at least once every three months and at such other times as the Managing Trustees may think fit or as may be called in accordance with the provisions herein contained.

6.2 The Church Meeting shall consider at each meeting the objectives of the Church and actions that should be taken by the Church Meeting or any other officers of the Church to further such objectives.<sup>7</sup>

6.3 The Church Meeting shall have power to appoint or remove any Holding Trustee or Managing Trustee by a Special Resolution.

6.4 The Church Meeting shall have power to appoint or remove any Minister of the Church by a Special Resolution.

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<sup>6</sup> At the time of writing, Managing Trustees would be required to take a break of one year after six years' service, in accordance with the additional regulations (15.2).

<sup>7</sup> Clause 6.2 in the CF Approved Governing Document uses the word "objects" rather than "objectives". This has been altered to avoid confusion.

6.5 All Church Members shall be entitled to attend and vote at the Church Meeting.<sup>8</sup>

6.6 All Church Members and adherents shall be entitled to attend the Church Meeting. All Church Members of at least six months standing may vote. The chairman shall have the casting vote. A quorum shall be created by the attendance of one fifth of voting members.<sup>9</sup>

### **Church Meeting Proceedings**

7.1 A Church Meeting may be called by the Managing Trustees, the Deacons/Elders Officers of the Church, the Holding Trustees (in the limited circumstances set out in Clause 3.4 hereof) or by 20% of the Church Members.

7.2 Any Church Meeting shall be called on not less than fourteen days' written notice being given to all Church Members and the notice of a Church Meeting shall be in writing and shall specify the business to be transacted and the text of any Special Resolutions to be put to any such Meeting, unless two thirds of the Church Members give written consent to dispense with any of these requirements.<sup>10</sup>

7.2a Any Church Meeting shall be called on not less than fourteen days' notice in the chapel (and by other means as appropriate, e.g. e-mail). The notice of a Church Meeting shall specify the business to be transacted (i.e. an agenda will be publicised), and the text of any Special Resolutions to be put to any such Meeting, unless two thirds of the Church Members give written consent to dispense with any of these requirements.<sup>11</sup>

7.3 Any resolutions to be passed at a Church Meeting shall be passed if carried by a simple majority of the Church Members present and voting at such meeting save as otherwise provided herein.

7.4 A special Resolution shall be passed if two thirds of the Church Members present at the Meeting and voting at the meeting vote in favour thereof.

7.5 Any votes to be taken at a Church Meeting shall be by show of hands but upon the request of any church Member present a secret ballot shall be taken and the result verified by two scrutineers appointed by the meeting.

7.6 Postal and proxy votes shall not be allowed at any Church Meeting.

7.7 The chair of any Church Meeting shall be a member of the Managing Trustees who has been previously appointed by the Church Meeting to be chair of such meeting. If this person is not present within ten minutes of the allotted start time of a Church Meeting then the Church Meeting shall appoint another member of the Managing Trustees present at the meeting to be the Chair of the meeting.

### **Minister**

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<sup>8</sup> Clause 6.5 is in contradiction to the Foundation Trusts (clause 21), and is replaced with Clause 6.6 accordingly.

<sup>9</sup> Clause 6.6 does not appear in the CF Approved Governing Document. It replaces Clause 6.5, which is in contradiction to the Foundation Trusts (clause 21).

<sup>10</sup> Clause 7.2 is in contradiction to the Foundation Trusts (clause 21), and is replaced with Clause 7.2a accordingly.

<sup>11</sup> Clause 7.2a does not appear in the CF Approved Governing Document. It replaces Clause 7.2, which is in contradiction to the Foundation Trusts (clause 21).

8.1 The Holding Trustees shall permit the Minister as the Church shall from time to time appoint to preach the Gospel of the Lord Jesus Christ according to the principles and usages for the time being of Congregationalism and to act and function as pastoral overseers of the Church and to officiate on the Church Property at baptisms and other Christian rites as the Church shall from time to time agree and direct.

8.2 The Holding Trustees shall also permit such occasional ministers or other persons to officiate on the Church Property as a minister as the Managing Trustees may from time to time decide subject to the overriding jurisdiction of the Church Meeting.

8.3 The Church shall reach such legal arrangements with the minister as are appropriate with reference to employment law and practice at the time of the minister's appointment.

8.4 The Minister must be elected by at least two thirds of voting members present at a special Church Meeting called for that purpose. The Minister may be removed by majority vote at a special Church Meeting called for that purpose.<sup>12</sup>

## **Finance**

9.1 The Managing Trustees shall be responsible for receiving all funds raised by the church for their appropriate use and investment in accordance with the trusts contained herein and as referred to in Paragraph 2.2 hereof.

9.2 The Managing Trustees shall arrange for annual accounts to be prepared and shall ensure that such accounts shall comply with any legal and charitable obligations and shall arrange for them to be approved by the Church Meeting.

9.3 The Managing Trustees shall arrange for a copy of the annual accounts to be forwarded to the Holding Trustees as soon as possible after they have been approved by the Church Meeting.

9.4 The Holding Trustees shall at the request of the Church Meeting (either directly or through the Managing Trustees) dispose of the Church Property or any part of it and shall ensure that all legal obligations in respect of such disposal are complied with. Any decision to raise money against the Church Property (e.g. through a mortgage) will require a two thirds majority at a special Church Meeting convened for this purpose.<sup>13</sup>

9.5 Such disposal may be by way of sale, exchange of property or mortgage or partly by one of these means and partly by another.

9.6 The Holding Trustees shall also acquire any additional property as required by the Church and shall again ensure that all legal and charitable obligations are complied with and shall only be required to so act if the Managing Trustees have satisfied the Holding Trustees reasonably with regard to the financing of such acquisition.

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<sup>12</sup> Clause 8.4 does not appear in the CF Approved Governing Document. It is added for consistency with the Foundation Trusts (clauses 9 and 10).

<sup>13</sup> The final sentence of clause 9.4 does not appear in the CF Approved Governing Document. It is added to maintain consistency with the Foundation Trusts (clause 12).

9.7 The Church shall not carry out any improvement enlargement demolition or substantial repair to the Church Property or any leasing arrangement of all or part of the Church Property for a period in excess of one year without the written agreement of the Holding Trustees.

9.8 The Church shall comply with any reasonable request for information from the Holding Trustees in respect of any proposed transaction as set out herein.

9.9 Upon any mortgage lease sale or exchange of the property no mortgagee lessee purchaser or other person dealing bona fide with the Holding Trustees shall be bound to enquire as to whether the power has been properly exercised in any way and notwithstanding any irregularity whatsoever in the exercise of any such power the same shall in relation to such person be deemed to be within the power under which it purports to be made and to be valid accordingly.

9.10 In creating any mortgage under any of the powers of mortgaging herein contained the Holding Trustees may insert in such mortgage such power of sale and other powers and such covenants and provisions as they may think expedient including if it is thought desirable a provision for the continuance of the loan for any term therein specified.

### **Ultimate Trusts**

10.1 If the Church Meeting shall vote to close the Church or the Church Meeting shall no longer be able to meet for any reason then the Holding Trustees may in their absolute discretion dispose of the Church Property or any part thereof and any other monies or other assets held on the terms of the Trusts herein declared and pay and apply the net proceeds thereof in accordance with the Foundation Trusts or if there is no relevant provision within the Foundation Trusts then for such religious or other charitable purposes in connection with Congregationalism in such manner as the Council of the Federation shall direct in writing.

### **Trustees Expenses**

11.1 The Holding Trustees shall be entitled to recover all reasonable and proper expenditure or costs incurred by them in the exercise of any of their powers and duties and this shall include a fee levied by the Holding Trustees for their management or other services provided.

11.2 The Managing Trustees shall be entitled to be reimbursed for all their reasonable expenses in exercising their duties as Managing Trustees including reasonable travel expenses as the Church Meeting shall decide.

11.3 The Managing Trustees shall not be entitled to be paid on any basis for the exercise of their powers and duties.

11.4 The Managing Trustees should not include within their number any paid employee of the Church apart from the Minister of the Church, but can include any individual who receives payment from the Church in accordance with the provisions of Clause 12 hereof.

### **Remuneration of Managing Trustees**

12.1 A Managing Trustee (other than the Minister) or any person firm or company connected with a Managing Trustee can only be employed by the Church or receive

remuneration or sell goods or services or any interest in land to the Church in the following circumstances:

12.2 Any such arrangement must be approved by the Church Meeting, the Managing Trustee or the person connected with them who may benefit directly or indirectly from the proposed remuneration must declare an interest in the proposal before any discussion on the matter begins.

12.3 The Managing Trustee must absent themselves (as must any connected persons as mentioned above) from any part of any meeting at which the proposal is discussed and take no part in any discussion of it and must not be counted in determining whether any such meeting is quorate in respect of such discussion.

12.4 The Managing Trustee involved must not vote on the proposal.

12.5 The remaining Managing Trustees who do not stand to receive the proposed benefit must be satisfied that it is in the interests of the Church to contract with or employ that Managing Trustee (or connected person) rather than another independent person and must record the reason for their decision in the minutes of the meeting.

12.6 The Managing Trustees authorising the proposed transaction must comprise a majority of the Managing Trustees body and must not have received any benefit from the transaction.

12.7 In this clause references to "person" shall extend to references to a firm or company where appropriate and the phrase "connected" means that a person is related by blood or marriage to the Managing Trustee in question or is living with such Managing Trustee as husband and wife and any question as to whether this applies shall be referred to the Holding Trustees.

### **Remuneration of Ministers**

13.1 Any Minister or Ministers appointed by the Church will be entitled to be paid an agreed and reasonable remuneration or stipend out of the funds of the Church notwithstanding the fact that they may be one of the Managing Trustees.

### **Further Regulations**

14.1 The Church shall be entitled to make such further regulations or rules to govern the management and administration thereof so far as such rules and regulations are not inconsistent with the terms herein contained and in the event of any such inconsistency the terms of this deeds shall in all circumstances take precedence.

14.2 Such rules or regulations must be passed by a Special Resolution of the Church Meeting.

### **Agreed Further Regulations**

The following further regulations do not form part of the CF Approved Governing Document. These do not form part of the constitution, and may be amended by means of a Special Resolution, as outlined in section 14. They are added to maintain consistency with previously agreed documents.

## Leadership Team

15.1 The Leadership Team shall consist of the Minister, and those Leaders appointed by a Church Meeting to serve on the leadership team.

15.2 Leaders will be appointed to a fixed term of service of 3 years with the option of continuing into a second term with the agreement of the Leadership Team and the Church Meeting (i.e. maximum 6 consecutive years' service). Leaders will be required to take a sabbatical and stand down from the leadership team for one year or more at the end of a second consecutive term of service. Ideally, one leader would be changed each year.

15.3 The process for appointing leaders shall be:

- Members are reminded to pray about the anticipated vacancy on the Leadership Team (usually at the Annual General Meeting).
- Members should communicate with the Leadership Team when they believe they have a leading from God regarding potential Leaders.
- Leaders will prayerfully identify and meet with potential future Leaders.
- Leaders will then nominate the next Leader (usually between May and August).
- Nominations for Leader will be publicised as for membership requests (i.e. prior to the church meeting, for discussion with the Leadership Team in advance if any concerns are to be raised).
- At a Church Meeting (usually in September), Church Members will be asked to accept the nomination for leadership. If the Church Meeting rejects the nomination, the process will start again.

15.4 The duties of the Leadership Team will be:

- The primary leadership and oversight of the church
- Setting and sharing the vision and strategic direction of the church
- Holding the six points of the mission statement in balance
- Implementing, managing and coping with change
- Evaluation of the church's progress in terms of short, medium and long term plans
- The efficiency and effectiveness of all other teams
- Communication to and from the wider church
- Providing clarity and cohesion
- Planning, preaching and teaching the Word
- Ensuring sound doctrine by discussion, prayer and continued learning
- Discipline
- Appointing staff
- Line management of and responsibility for employees and volunteers within the church
- Identifying and equipping the next generation of leadership
- Leadership succession
- Being outward looking to ensure that the church is aware of local community/national issues
- Working with other churches in the town
- Preparing for church and other meetings
- Health and Safety; including child protection
- Financial viability (budgets)

While the leadership team holds the responsibility for all the above, some tasks may be delegated to others within the church family and wider congregation.

15.5 Individual Leaders will be responsible for:

- Championing their particular part of the mission statement
- Communicating the church's vision and strategic plan to the deacons and all the ministry leaders for whom they are responsible
- Knowing and understanding the work of the deacons and ministry leaders for whom they are responsible
- Encouraging and mentoring deacons and ministry leaders
- Listening to God individually, and as He speaks through other members of His church
- Communicating the views of those for whom they are responsible back to the leadership team
- Their own spiritual growth and development

15.6 The Church Treasurer and Secretary will be elected annually at the Annual General Meeting. Should either position fall vacant during the year, this may take place at any Church Meeting. Nominations for either position should be passed to the leadership team at least fourteen days before the meeting. No nominations shall be made without the consent of the nominee, who must be a member of the church. The Treasurer and Secretary must reflect a walk with Christ both in their lives and their work within the church, and have been in membership for over six months.

## Members

16.1 Church Members shall be those who have professed a saving faith in the Lord Jesus Christ and manifest a sincere Christian character, and are willing to take an active role in the practical running of the Church.

16.2 Candidates for membership shall have acceptably completed a suitable membership course. They shall apply for membership in discussion with the Leadership Team. When the nomination is brought to a Church Meeting the candidate may be received into membership if a majority of the members present approve the nomination.

16.3 Youth Membership will be from the age of twelve years. At eighteen years full membership will be ratified by the Church Meeting. From sixteen years application may be made for adult membership, if so desired.

16.4 Any member who is absent for a year, other than through incapacity, shall be contacted, and unless they resume attendance within three months shall be deemed to have left the membership.

In extreme circumstances, the Church shall be at liberty to withdraw from any member, for any reason by them considered by a Church Meeting to be fitting. In order, however, to prevent precipitate action and to give opportunity for mature and prayerful consideration, at least one month's notice of motion must be given. Withdrawal from a member can only be effected by not less than a majority of members present.

## **CREDITON CONGREGATIONAL CHURCH DEEDS - 14<sup>th</sup> October 1862**

The first part describes the Conveyance in fee simple, and declaration of trusts of the house, Garden and premises in High Street Crediton for the purposes of the Independent Church and the minister's residence.

### **These deeds concern the "Minister's Premises".**

- 1) The minister can occupy the premises, keep in repair at his own cost, insure the property for £300 at least and contribute to the upkeep of the way or passage, and the pump and well.
- 2) If the minister does not live in the premises, he can let it for rent and have the rent "for his own use or benefit".
- 3) If there is no minister for a time, the premises can be let by the deacons and, after expenses, repairs, insurance etc., the remaining money can be used for "maintenance of divine worship". If a minister is appointed while the premises are being rented, the new minister is entitled to the rent from the date of his appointment.
- 4) Clauses 12, 13, 14, 15, 16, and 17 apply to the minister's premises as to the chapel premises. If the premises are sold, clauses 14 and 15 apply, and the sale money is used to buy another house in Crediton. If the church is dissolved, after 2 years the minister's premises may be sold and the money used for the purchase of a house for the minister of another Independent Church in Devon, if practicable.

### **The Chapel Premises**

- 5) Permission to take down parts of the chapel premises consisting of part of the house fronting the High Street and other buildings and walls at the rear to form an approach to the chapel premises and the buildings intended to be erected. The end wall of the house laid open by the demolitions to be rebuilt, and be deemed to be part of the minister's premises.
- 6) Permission to build a chapel and other buildings such as vestry, rooms, school-rooms and other conveniences for the public worship of God, the instruction of children and adults, and for other religious or philanthropic purposes as the church directs.
- 7) If decided by the church, the chapel and buildings may be repaired, altered, enlarged, taken down and wholly or partially rebuilt, and any other buildings erected.
- 8) To permit the deacons or others appointed by the church to receive monies given, pay, in the first place any interest, fire insurance premiums, repairs, trustee expenses and other proper claims, and the residue for the maintenance of divine worship in the church premises.
- 9) To permit to officiate only those who maintain the doctrines set forth in the "Declaration of Faith, Church Order and Disciplines of Congregational Churches", adopted by the Congregational Union in May 1833, and who are elected by at least 2/3 of members present at a Special Church meeting called for that purpose.
- 10) Those not permitted to officiate as a Minister:- A person known to be guilty of immoral conduct. One who ceases to be of the Denomination being paedobaptist. One who is removed by majority vote of the Church members present at a special Church meeting.
- 11) To permit occasional ministers to officiate as the minister or deacons shall appoint, unless the church otherwise directs.
- 12) To raise money, on the vote of 2/3 of members present at a special meeting, mortgage the chapel premises or by demise for any term or by annuities or rent charges.
- 13) To sell all or part of the premises or exchange for other premises.
- 14) To use the monies raised as above, after expenses, for the enlargement, rebuilding, improvement or repair of the premises or for the benefit of the church, if approved by members voting as above.
- 15) Or to use the money to buy a new church and invest money in the meantime, until needed.

- 16) Upon trust, spend the money or residue as above.
- 17) If the church is dissolved and not reformed in 12 months, or public worship of God is not continued for 2 years, the chapel is to be sold and the money received dealt with as directed by the Congregational Union (subsequently Federation) Committee.

#### **Minister's and Chapel Premises**

- 18) The trustees shall be exonerated from all liability for monies payable in respect of the premises.
- 19) If a trustee has to be replaced, a member of the church has to be elected by a majority, at a special meeting.
- 20) If a trustee retires, he must give 12 months' notice to the minister or deacons.
- 21) If a special meeting has to be called, this will be by notice in the chapel on 2 Sundays preceding the meeting, which shall be held not earlier than the Thursday after the second Sunday's notice. Meetings, other than Special Meetings, to be notified on one Sunday prior to the meeting which shall not be held earlier than the following Thursday.  
Only those who are stated communicants of the church can be members. No member may vote at a church meeting until they have been a member for the previous 6 months. No votes by proxy. Males and females may vote. Unless otherwise provided for, the majority vote shall be binding on all members. The chairman has the casting vote.
- 22) Minutes signed by the chairman of church meetings are conclusive evidence of adoption of the resolutions.
- 23) If any trustee is required to pay money for which the trustees are liable in respect of the premises, and the church does not repay him, he may write to the minister or deacons, after 6 months, requesting payment. In case of default, the trustees may sell or mortgage all or part of the premises, and reimburse the trustee liable.
- 24) If the church moves to another locality, the powers vested in the church in regard to the present premises shall not be suspended, impaired or affected.

N.B. This is a reproduction of the original Deeds, in modern English, originally copied on 10<sup>th</sup> May 1999.