

THIS DECLARATION OF TRUST is made the 26th day of March.
One thousand nine hundred and ~~eighty~~-ninety

SIMON MATTHEWS of 55 London Road Godmanchester Huntingdon
Cambridgeshire DICK JENNINGS of 13 Burlington Way Hemingford
Grey Huntingdon aforesaid EDWARD ALSOP of 10 Dove house
Close Godmanchester aforesaid DEREK BRISTER and MARGARET
BRISTER both of 20 Silver Street Buckden Huntingdon
aforesaid

(hereinafter referred to as "the Trustees")

W H E R E A S :

(1) There has for some time existed in and around
in the County of Cambridge (hereinafter referred to as "the
said County") a fellowship of Christian people known as
Huntingdonshire Community Church (hereinafter referred to as
"The said Fellowship") committed to the advancement of the
Christian Faith and the extension of the Kingdom of God and
the other Charitable purposes hereinafter set forth (2)
The members of the said fellowship desire to establish a
charitable trust for the purposes hereinafter set forth
(3) The Trustees stand possessed of the sum of One hundred
pounds to be held by them upon the trusts and with and
subject to the powers and provisions hereinafter declared
and contained



NOW THIS DEED WITNESSETH AND IT IS HEREBY DECLARED as
follows:

1. The Charitable Trust hereby established shall be known
as "Huntingdonshire Community Church" or such other name as
the Trustee from time to time determine
2. In this Deed and the Schedules hereto except where the
context otherwise requires the following expressions shall
have the following meanings:-
 - (a) 'the Trust' shall mean the charitable trust hereby
established
 - (b) 'the Trustees' shall mean the Trustees of the Trust and
shall include the parties hereto and the survivors and
survivor of them and other the Trustee of Trustees hereof
for the time being
 - (c) 'the Trust Fund' shall mean the hereinbefore recited sum
of one hundred pounds all other property of whatsoever
description from time to time received by the Trustees
(whether upon any special Trust or not) but not at such time
appropriated or expended in accordance with the provisions
hereof and all investments at any time representing the same
or any part or parts thereof and all income arising from
such money property or investments
 - (d) 'authorised investments' shall mean in relation to the
Trust Fund investments and modes of application of trust
property authorised by law as extended by the powers and
provisions contained or referred to in this deed
3. The Trustees may from time to time receive any money or
property of any description whatsoever to be held either
for the general purposes of the Trust or for special

charitable purposes and with and subject to the powers discretions and provisions herein declared and contained or referred to (so far in the case of money or property held for special charitable purposes as aforesaid as the same may reasonably be applicable thereto) AND PROVIDED ALWAYS that the Trustees may in their absolute discretion disclaim and return to any donor or his personal representatives any gift bequest or devise

4. The Trustees shall HOLD the Trust Fund UPON TRUST for the objects and purposes set out in the First Schedule hereto (subject to an such special charitable purposes as aforesaid) and subject thereto shall stand possessed of the Trust Fund

(a) so far as the same consists of money Upon Trust at the discretion of the Trustees to invest the same in or upon any authorised investments

(b) so far as the same consists of property other than money upon Trust either to retain the same for such period as the Trustees shall think fit or at any time or times at the discretion of the Trustees to sell the same or any part or parts thereof and at such discretion as aforesaid to invest the net proceeds of such sale and any other capital moneys arising therefrom in or upon any authorised investments

5. Subject to the provisions of Clause 6 hereof the Trustees in the execution of the Trust (or any special charitable purposes) and in the management and administration of the Trust and the Trust Fund may in addition to all the powers and discretions conferred upon them by law exercise all or any of the powers and discretions set out in the Second Schedule hereto and may exercise such powers and discretions however conferred in such manner as they in their absolute discretion think fit

6. If at any time the number of trustees hereof (being individuals) shall fall below three the remaining Trustees shall not exercise any of the powers conferred upon the Trustees (save for the protection of the Trust Fund and for the carrying into effect of decisions made by the Trustees before their number fell below three) until such time as the number of Trustees shall be raised to three Provided that this clause shall not apply if one of the Trustees or the Sole Trustee hereof is a Trust Corporation

7. The provisions of the general law as to all matters relating to Trustees shall apply to the Trust save as varied by the provisions of the Third Schedule

8. IN the execution of the Trusts hereof no Trustee shall be liable for any loss to the property of the Trust arising by reason of any investment made in good faith (so long as he shall have sought professional advice before making such investments) or for the negligence or fraud of any agent employed by him or by any other Trustee hereof in good faith (provided reasonable supervision shall have been exercised) although the employment of such agent was strictly not necessary or by reason of any mistake or omission made in good faith by any Trustee hereof or by reason of any other thing other than wilful and individual fraud wrong doing or wrongful omission on the part of the Trustee who is sought to be made liable

9. A Trustee for the time being hereof may enter into any contract agreement or arrangement with the Trustees for the sale or supply of goods or other property or services or be

employed and remunerated as a servant of the Trust notwithstanding that such Trustee shall or might benefit or profit thereby Provided that:-

(i) such Trustee shall have previously fully disclosed to all the remaining Trustees any interest which he may or might have in and any benefit or profit which he may or might derive either directly or indirectly under or by virtue of such proposed contract agreement or arrangement

(ii) that such Trustee shall not be present at or take part in any discussion relating to such matter except at the invitation of the remaining Trustees

(iii) the decision or resolution to enter into such contract agreement or arrangement shall have been taken or made unanimously by all the remaining Trustees and that such Trustees are satisfied that transactions arising out of such discussions are advantageous to the purposes of the Trust

(iv) if any Trustee is remunerated for services rendered to the Trust the number of such Trustees receiving remuneration shall never be a majority of the trusteeship

(v) a memorandum of such decision or resolution shall be entered into the records of the Trust and copies thereof and details of such contract agreement or arrangement shall be reasonably available for inspection by any person or body affected thereby or having an interest therein

10. Any Trustee for the time being hereof being a Solicitor or other person engaged in any profession shall be entitled to charge and be paid all usual professional or other charges for work done by him or his firm when instructed by his Co-Trustees so to act in that capacity on behalf of the Charity hereby created

11. The Trustees may dissolve the Trust by a resolution passed by a majority of those present and voting at a meeting convened for that purpose of which seven days notice shall have been given. In the event of a dissolution of the Trust any assets remaining after the satisfaction of all debts and liabilities shall not be paid to or distributed amongst the Trustees but shall be given to such other Charitable Institutions or Institutions having similar objects to the trust as the Trustees shall decide

12. The Trustees shall have power by deed or deeds stated to be supplemental hereto to amend the trusts hereof including the objects and powers herein as they shall by a majority resolve Provided that:-

(i) no amendment shall be made which would have the effect of enabling the Trust Fund to be applied for a non-Charitable purpose

(ii) no amendment shall be made to the First Schedule hereto without the consent of the Charity Commission

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written.

THE FIRST SCHEDULE

The Trust Objects and Purposes

1. The advancement of the Christian Faith in accordance with the doctrines set out in the underwritten Fourth Schedule and the worship of God in the said County and

elsewhere by any means whatsoever including (but not by way of limitation) the preaching and proclamation of the Christian Gospel and the teaching of Christian doctrine and principles and the pastoral care of Christian people and the printing and distribution of the Bible and Christian literature including video and audio recordings or tapes and by any other media which is or may become available

2. The relief of persons who are in conditions of need hardship or distress or who are aged or sick

3. The advancement of education on the basis of Christian principles and without prejudice to the generality of the foregoing the provision of such education in any educational establishment and if the Trustees so decide the provision of one or more charitable educational establishments for the general education of children or adults on the basis of such Christian principle

THE SECOND SCHEDULE

The Powers and the Discretions of the Trustees

1. The Trustees may appropriate apply or expend all or any part or parts of the Trust Fund at such times and in such manner as they shall determine without distinction between capital and income (subject to the terms of any special Trusts)

2. In respect of gifts or payments to a body the receipt of any person appearing to be the treasurer or other financial official or secretary of such body shall be sufficient discharge for the Trustees

3. Moneys subject to the trusts of this deed may be invested or applied in the purchase of or at interest upon the security of any shares stocks investments securities funds assets and properties of whatsoever nature and wheresoever situate and whether involving liability or not as the Trustees shall in their discretion think fit to the intent that the Trustees shall have the same full and unrestricted powers of investing and applying trust moneys in all respect as if they were absolutely and beneficially entitled thereto

4. The Trustees may from time to time vary any investments for or into any authorised investments and may permit any investments forming part of the Trust Fund to be held in the names or name of not less than two individuals or of a corporate body as their nominees

5. The Trustees shall in respect of any shares in any company for the time being comprised in the Trust Fund have the fullest widest and most unfettered discretion to act as if they were the sole absolute and beneficial owners of such shares

6. The Trustees may apply any part or parts of the Trust Fund for the establishment carrying on and (if appropriate) the winding-up of any business trade or enterprise in connection with the printing and distribution of the Bible and Christian literature as mentioned in paragraph 1 of the First Schedule hereto and otherwise in connection with the carrying out of the objects of the Trust and the provisions of this schedule shall apply in all respects (as appropriate) to such undertaking

7. Subject to such consent as shall be required by law the

Trustees may from time to time borrow or raise any sum or sums of money on such terms as they think fit and whether on any security or otherwise and if on any security the same may be by mortgage charge or other incumbrance of all or any part or parts of the Trust Fund for the purpose of investing or applying the same in any of the manners by this deed authorised

8. The Trustees may apply moneys representing capital or any accumulations of income of the Trust Fund in effecting and maintaining policies of insurance on the life of a person as a result of whose death fiscal liability might be imposed on the Trustees of this Declaration of Trust but for a sum assured not exceeding the expected amount of such liability and including any policy under which the sum assured is payable only in the event of a death before a date specified in such policy and all moneys received under any such policy shall be an accretion to the Trust Fund and be held upon the trusts and with and subject to the powers and provisions applicable thereto

9. Without prejudice to the generality of the paragraph 3 of this Schedule the Trustees may apply any part of the Trust Fund in the purchase or improvement of any lands houses or buildings whether freehold leasehold or underleasehold held for any term of years or in the taking of a periodic tenancy or in the hiring of any such property or premises for occupation by the Trust or its officers or employees or otherwise for or in the carrying out of the purposes of the Trust or for the administrative purposes of the Trust and may sell the lease or otherwise dispose of such property or premises

10. The Trustees may buy or hire or acquire on such terms or conditions as they consider appropriate any goods property equipment materials or other items or any supplies or services of any kind whatsoever necessary for the work of the Trust and may sell or otherwise dispose of the same when they are no longer required for the purpose of the Trust upon such terms or conditions as they consider appropriate

11. The Trustees may for the purposes of the Trust employ remunerate discharge or dismiss and fix the remuneration and other terms of employment of any servants or employees of any kind whatsoever (whether so employed full-time or part-time or occasionally) in such manner as they from time to time think fit

12. In the management and administration of the Trust and the Trust Fund the Trustees may take such advice professional or otherwise as they consider appropriate and may make payments out of the Trust Fund in respect of the costs of fees expenses for any such advice

13. The Trustees may make revoke revise and vary such rules for the management administration and conduct of the Trust and in particular for the summoning and holding of meetings of the Trustees and for the conduct of business thereat and in the establishment and regulation of sub-committees which may be composed partly of persons who are not Trustees (provided that the acts and proceedings of any such sub-committee shall be fully and promptly reported to the Trustees) and for the recording of the business done at meetings of the Trustees and of such sub-committees and for keeping of accounts for the capital and income of the Trust Fund and of all dealings therewith as they from time to time

think fit

Provided that:-

(a) the Trustees shall meet at least once in every calendar year and

(b) full and proper accounts shall be regularly kept of the capital and income of the Trust and of all dealings therewith and a balance sheet and income accounts shall be prepared for every period of twelve months

14. In the establishment and administration hereunder of any charitable educational establishment as referred to in paragraph 3 of the First Schedule hereto the Trustees shall in addition to all the other powers herein have the following powers:-

(a) to make rules or articles of government for the conduct of such establishment;

(b) to delegate the responsibility for management and administration of such establishment to a Board of Governors or other appropriate body;

(c) make provision for the payment of grants, scholarships or allowances to students as the Trustees shall consider appropriate

15. ANY two Trustees shall be entitled to execute in the names and on behalf of the Trustees assurances or other Deeds or instruments for giving effect to any transaction to which the Trustees are a party, including bank accounts, Building Society accounts and the likes and any Deed or instrument or other document executed in pursuance of this authority shall be of the same effect as if executed by the whole body of Trustees.

THE THIRD SCHEDULE

Provisions Relating to the Trustees

1. Subject to the provisions of clause 6 of this deed the number of Trustees may be varied as seems appropriate to the elders or if there be none the recognised spiritual leaders (and in either case as appropriate hereinafter referred to as "such leaders") of the said fellowship and such leaders shall have the power of appointing new Trustees hereof Provided always that any such appointment shall not have the effect of infringing the provisions of clause 9 of this deed

2. A person may be appointed to the Trusteeship by a Resolution passed by such leaders as mentioned in paragraph 1 of this schedule and a memorandum of such resolution signed by the chairman of a meeting of such leaders and attested by two persons present at such meeting shall be deemed to be a sufficient memorandum for the purpose of Section 35 of the Charities Act 1960 and may be executed by such persons as a deed within the meaning of the said section

3. No person shall be appointed a Trustee of the Trust unless he shall satisfy the appointors

(i) that he fully accepts the doctrines set out in the under-written Forth Schedule

(ii) that he is a member for the time being of the said fellowship

4. (a) A Trustee may be removed from the Trusteeship:-

- (i) by reason of his departure from the said doctrines
 - (ii) by his ceasing for any reason to be a member of the said fellowship
 - (iii) by a resolution passed by a simple majority of the members of the said fellowship at a meeting of which all such members have received reasonable notice specifying the nature of the proposed resolution and at which meeting the Trustee whom it is sought to remove shall have had full opportunity of answering any allegations made against him
 - (iv) by a resolution passed by a majority of the Elders or recognised Spiritual Leaders a meeting of which all such Elders or recognised Spiritual Leaders shall have received reasonable notice and at which meeting the Trustee whom it is sought to remove shall have had a full opportunity of answering any allegations made against him
- (b) Such removal may be effected in the matter indicated in paragraph 2 of this schedule for the appointment of Trustees

THE FOURTH SCHEDULE

The Statement of Belief of the fellowship is as follows:-

1. THE unity of the Godhead and the divine co-equality of the Father the Son and the Holy Spirit; the Sovereignty of God in creation providence and redemption
2. THE true and proper Deity of our Lord Jesus Christ; His Virgin birth his real and perfect manhood; the authority of his Teaching and the infallibility of all His utterances; his work of atonement for sinners of mankind by his vicarious sufferings his death his bodily resurrection and his ascension into Heaven; his present priestly intercession for his people.
3. THE full inspiration of the Holy Scriptures; their authority and sufficiency as not only containing but being in them-selves the Word of God the reliability of the New Testament in its testimony of the teaching of the Holy Spirit to a true spiritual understanding of the whole
4. THE reality of original sin in consequence of the fall and the necessity of regeneration
5. THE justification of the sinner solely by faith through the atoning merits of our Lord and Saviour Jesus Christ
6. THE necessity of the work of the Holy Spirit in conversion and sanctification; also in ministry in worship and in the exercising of spiritual gifts through the body of believers.
7. THE return of the Lord Jesus Christ in Glory

SIGNED SEALED AND DELIVERED)
 by the said SIMON MATTHEWS)
 in the presence of:-)

Simon Matthews

Charles Parker

3, Saviles Close.

Eaton Ford.

St. Neots.

Cambs

SIGNED SEALED AND DELIVERED)
by the said DICK JENNINGS)
in the presence of:-)

Dick Jennings

T A Lawrence
41 Thongsley
Huntingdon CAMBS.

SIGNED SEALED AND DELIVERED)
by the said EDWARD ALSOP)
in the presence of:-)

Edward Alsop

T. S. Adams
Homesleeve Farm
Fen Draylin
Cambs.

SIGNED SEALED AND DELIVERED)
by the said DEREK BRISTER)
in the presence of:-)

D. Brister

R.C. Paul
6 Hardy Close,
Hartford,
Huntingdon.
Cambs.

SIGNED SEALED AND DELIVERED)
by the said MARGARET BRISTER)
in the presence of:-)

E. M. Brister

S.E. HUDSON
24, THE CRESCENT
ST. NEOTS
HUNTINGDON
CAMBS