

## **The Othona Community Trust Deed**

This deed is made the 23 June 2008 by DAVID SIMON BALL of 2 Myrtle Place Dartford Kent DA2 6ER DAVID EVANS of 11 Woodham Drive Hatfield Peverel Chelmsford Essex CM3 2RR TIMOTHY FOX of The Housing Manager's Flat Welwyn YMCA Peartree Lane Welwyn Herts AL7 3UL LOUISE HEATLEY of 84 Hamilton Road London SE27 9SB MARGARET ELIZABETH JOY LYDAMORE of 27 Swyncombe Avenue London W5 4DR DR JANET ROSEMARY MARSHALL of 12 Churchfields Avenue Weybridge Surrey KT13 9YA REVD SHEILA RUTH MAXEY of 48 St Thomas Road Brentwood Essex CM14 4DF PATRICIA JUNE DOROTHY PRICE-TOMES of 8 St John's Road Leatherhead KT22 8SE and REVD ROBERT WHORTON OF 175 Kennington Road Kennington Oxford OX1 5PG (hereinafter called the New Trustees) of the other part (hereinafter called the Trustees: which expression includes all other Trustees for the time being [or the time referred to] of the Othona Community hereinafter described.)

### **WHEREAS:-**

- (1) This Deed replaces a deed dated the 27 May 1994 and made by the then Trustees which established a formal constitution for the Othona Community and which declared the trusts in respect of the property and other assets of the Community.
- (2) The Trustees have resolved to vary the constitution and organisation of the Community in manner hereinafter appearing.

NOW THIS DEED WITNESSES AND IT IS HEREBY DECLARED as follows:-

### **1. NAME**

The name of the Association continues to be the Othona Community (referred to in this Deed as "the Community").

### **2. OBJECTS**

The objects of the Community continue to be:-

- (i) the training of theological and other students and laymen and women in the establishment of Christian community centres with an ecumenical purpose;
- (ii) the provision of community centres for laymen and women and their families for the purpose of voluntary work, study, worship and associated activities designed to further service for the world wide Church and the integration of the Christian view with the whole life of man.

### **3. TRUST PROPERTY**

The Trustees shall hold all property whether real or personal which may be given bequeathed devised or otherwise assured to them in such manner as to become subject to the trusts hereof or of which no other or special application or appropriation shall be directed or declared and the property from time to time representing the same and the rents profits and income thereof and moneys arising therefrom respectively (all which premises whether of a capital or income nature are hereinafter referred to as "the Trust Property") upon the trusts and with and subject to the powers and provision hereinafter set forth.

#### 4. APPLICATION OF TRUST PROPERTY

The Trust Property shall be held and applied for or towards the general purposes of the Community and both capital and income shall without distinction be so applicable.

#### 5. THE TRUSTEES

- 5.1 The power of appointing a new Trustee of this Deed shall be vested in the Trustees who shall consult the Chair of each of the Centre Committees (described below), and such other persons as they think fit, before making an appointment.
- 5.2 The number of Trustees shall be at least eight and not more than fourteen.
- 5.3 Subject to 5.4 and 5.5 below, Trustees shall serve for a period of five years but at the expiry of each such period the term may be renewed by the Trustees for a further period of five years.
- 5.4 A Trustee who reaches the age of 70 may have his appointment renewed for successive periods of two years only.
- 5.5 If a five year appointment under 5.3 would extend beyond the Trustee's 70<sup>th</sup> birthday the appointment shall expire on the Trustee's 70<sup>th</sup> birthday but may be renewed under 5.4 above.

#### 6. DETERMINATION OF TRUSTEESHIP

Any Trustee who is absent from all meetings of the Trustees during a period of two years or such longer period as the remaining Trustees unanimously agree or who is adjudged bankrupt or makes a composition or arrangement with his creditors or who is incapacitated from acting or who communicates in writing to the Trustees a wish to resign shall cease to be a Trustee.

#### 7. MEETINGS OF TRUSTEES

- 7.1 The Trustees shall hold at least two ordinary meetings in each calendar year and at least twenty-one days notice of such meetings shall be given.
- 7.2 The Trustees at their first ordinary meeting in each year shall elect one of their number to be Chair of their meetings until the commencement of the first ordinary meeting in the following year. The Chair shall always be eligible for re-election. If at any meeting the Chair is not present within ten minutes after the time appointed for holding the same or there is no Chair the Trustees present shall choose one of their number to be Chair of the meeting.
- 7.3 A special meeting may be summoned at any time by the Chair or any two Trustees upon not less than seven days notice being given to the other Trustees of the matters to be discussed but if the matters include an appointment of a Trustee then upon not less than twenty-one days notice being so given. A special meeting may be summoned to take place immediately after an ordinary meeting.
- 7.4 If the Chair of the Trustees (or in the case of his unavailability or incapacity the most senior available Trustee in length of appointment) is of the opinion that an emergency has arisen such that less than seven days notice of a meeting is required he may call a meeting of Trustees on less than seven days notice.
- 7.5 There shall be a quorum when half the Trustees in office are present, or, if the number of such Trustees is an odd number, when a simple majority of such Trustees is present.
- 7.6 Every question shall be determined by the majority of votes of the Trustees present and voting on the question. In case of equality of votes the Chair of the meeting shall have a casting vote whether he has or has not voted previously on the same question but no Trustee in any other circumstances shall be given more than one vote.
- 7.7. A minute book and books of account shall be provided and kept by the Trustees.

## 8. EMPLOYMENT OF OFFICERS AND SERVANTS

The Trustees may from time to time employ such persons to perform such functions as they consider necessary in the interests of the Community with such reasonable remuneration and upon such terms as to notice within the limits permitted by law and otherwise as they think fit.

## 9. MANAGEMENT OF TRUST PROPERTY

- 9.1 The Trustees may from time to time mortgage sell exchange let invest vary the investment of or otherwise dispose of or deal with the Trust Property or any part thereof in such manner as the Trustees after consultation with any appropriate Centre Committee shall from time to time determine.
- 9.2 The Trustees shall during such periods and upon such terms as they shall consider expedient permit the Trust Property or any part thereof to be occupied or used by or for all or any of the purposes of the Community.
- 9.3 The Trustees shall from time to time expend out of the Trust Property or out of any moneys which may be paid to or received by them such sums in such manner and at such times as the Trustees shall from time to time approve in or towards erecting insuring equipping furnishing repairing maintaining renewing or improving any buildings or other Trust Property or any part thereof in or towards making any investments or in making payments to the Bank Accounts of the Community hereinafter mentioned.
- 9.4 All moneys from time to time coming to the hands of the Trustees and for the time being not required for any of the other purposes of this Deed shall be dealt with as follows:-
- (i) The Trustees shall invest in the names of four of their number all moneys which in their opinion are not in the nature of income in such investments (not being bearer investments) for the time being authorised by law for the investment of trust moneys as the Trustees may think fit.
  - (ii) The Trustees shall pay moneys which in their opinion are in the nature of income to the account of the Community with Barclays Bank plc, Tring, Hertfordshire or such other bank as the Trustees may from time to time select and the receipt of such bank shall be a good discharge to the Trustees provided it shall be lawful for the Trustees from time to time and at all times to retain any moneys which in their opinion are likely to be required by them within a reasonable period for some of the other purposes specified in this Deed or are required for keeping any account kept by them in their capacity as the Trustees hereof in credit to a reasonable extent.
  - (iii) The Trustees may from time to time by writing under their hands authorise any two of their number and the Treasurer for the time being of the Community or if the Treasurer is not available any three of the Trustees to sign or endorse on behalf of the Trustees any cheques, bills, negotiable instruments or contracts and every such authority shall continue in force until the Trustees shall by resolution or by writing under the hands of the majority of the Trustees revoke the same and communicate such revocation to the persons holding such authority.
  - (iv) The Trustees may from time to time authorise a Centre Committee to establish bank accounts to be operated by the Committee for purposes connected with the Centre for which the Committee is responsible and every such bank account shall be operated in the name of the Othona Community and the Trustees may authorise any two or more members of the Committee to sign cheques within such limit as the Trustees may specify.

## 10. COMMITTEES ESTABLISHED BY THE TRUSTEES

The Trustees may appoint such sub-committees as they think fit whose members need not be Trustees and the Trustees may delegate to them such functions as they see fit.

## 11. INDEMNITY OF TRUSTEES

11.1 In addition and without prejudice to any indemnity afforded to the Trustees by law no Trustee hereof shall be liable for any loss arising from anything done or omitted in good faith or for negligence or fraud of any agent (although the employment of any agent may not have been necessary or expedient) or for anything except wilful and individual fraud or wrongdoing by the Trustee who is sought to be made liable.

11.2 Any statement in writing signed by the Trustees to the effect that any contract deed, act or thing signed executed or done by the Trustees is signed, executed or done in pursuance of the trusts, powers and provisions contained in these presents shall in favour of any purchaser, mortgagee, lessee or other person dealing with the Trustees be conclusive evidence of the fact.

## 12. TRUSTEES' POWER TO MAKE RULES

12.1 Within the limits prescribed by this Deed the Trustees may make and amend rules for the management of the Community. Without prejudice to the generality of this power the Trustees may in particular make rules:

- (a) imposing qualifications or requirement to be met by the Chairs or members of the Centre Committees or any other committee including the length of term which may be served by them with or without a break;
- (b) as to the length of term which may be served by any other officer with or without a break, or
- (c) imposing requirements as to any election held under this Deed.

12.2 Any such rule may be sufficiently evidenced by a minute of the Trustees' decision to adopt the rule.

## 13. COMMUNITY SECRETARY AND COMMUNITY TREASURER

There shall be a Secretary for the Community and a Treasurer for the Community both of whom shall be elected at the Annual General Meeting.

## 14. CENTRE COMMITTEES

14.1 The daily affairs and development of the Community at the Centres at Bradwell and Burton Bradstock and at any other Centre which the Trustees may establish shall be under the general management and control of the Warden or Centre Manager (hereafter called the Warden) or person appointed by the Trustees in similar capacity supported and advised by the Committee for that Centre.

14.2 The Trustees shall appoint from their number for a renewable three year period two members of each Centre Committee whose responsibility shall be to provide a link between the Trustees and that Committee and, in particular to ensure that:

- (a) the actions of the Warden and the Committee conform with the objects and are in the interests of the Community as a whole, and
- (b) the Trustees are kept informed of the management and development at the Centre.

- These Trustees are referred to in this Deed as the Link Trustees.
- 14.3 Members of a Committee shall include the following ex officio:
- (a) any person or persons appointed by the Trustees under 14.2 above;
  - (b) any person or persons appointed (whether remunerated or not) as permanent Wardens for the Centre
- 14.4 There shall be six elected members of each Committee who are members of the Community and who meet any additional requirements which may be laid down by rule of the Trustees.
- 14.5 The Committees may co-opt up to five members of the Community.
- 14.6 The Committees shall in each calendar year elect one of their number (whether elected, ex officio or co-opted) as Chair.
- 14.7 The Chair shall meet any additional requirement laid down in any rule of the Trustees
- 14.8 Every question shall be determined by a majority of votes of Committee members (whether elected, ex officio or co-opted) present and voting on the question. In case of equality of votes the Chair of the meeting shall have a casting vote whether he has or has not voted previously on the same question.
- 14.9 The Committees may appoint such sub-committees as they think fit whose members need not be members of that Committee and may delegate to any such sub-committee such functions as they see fit.
- 14.10 The Warden shall be responsible for ensuring that in accordance with any directions given by the Trustees full and proper books of accounts are kept and made available to the Trustees.
- 14.11 If a Link Trustee considers that any decision of the Committee does not conform with the objects of the Community or is not in the interest of the Community as a whole he may require the Committee to take no action to implement the decision for a period of up to four weeks during which period he shall consult the Trustees who may give directions to the Committee.
- 14.12 Each Committee shall meet not less than four times a year.
- 14.13 There shall be a quorum when half of the Committee members are present or if that number is an odd number when a number representing a simple majority of the members is present.

## 15. MEMBERSHIP

- 15.1 The Trustees shall admit as members of the Community such persons as the Trustees consider suitable upon such terms as to payment of subscription or otherwise as the Trustees determine.
- 15.2 Only members shall be entitled to vote at the Annual General Meeting or other meetings of members of the Community, to nominate candidates for election to membership of Committees and to vote in any ballot.
- 15.3 The Trustees shall have power to permit persons other than members to use the facilities and take part in the activities of the Community to such extent and upon such terms as they may determine.

## 16. ANNUAL GENERAL MEETING

An annual General Meeting of the members of the Community shall be held once in every calendar year. The Chair of the Trustees shall take the chair, or in his/her absence, another Trustee appointed at the meeting.

17. VARIATION OF DEED

The Trustees may from time to time and in their unfettered discretion alter, add to or revoke any of the provisions of this Deed other than the contents of Clause 2 (the objects of the Community) provided that no alteration shall be made which would cause the Community to cease to be charitable at law.

18. DISBANDING

If at any time not less than seventy per cent of the Trustees for the time being of the Community shall determine at a meeting of the Trustees at which they were personally present that for reasons which they in their unfettered discretion consider adequate it is expedient that the Community be disbanded then and in that event it shall be the responsibility of the Trustees to seek and select some Christian Charity having as close an affinity as may be to the Community and its objects and to take then such steps as may seem appropriate either by application to the Charity Commissioners or otherwise in order to achieve the transfer to that selected Charity of the remaining freehold and other assets of the Community.

19. QUESTIONS UNDER THIS DEED

Any question as to the construction of this Deed or as to the regularity or the validity of any acts done or about to be done under this Deed shall be determined by the Trustees upon such application made to them for the purpose as they shall deem sufficient and the Trustees' decision shall be binding upon all members of the Community.

20. COMMENCEMENT AND TRANSITIONAL PROVISIONS

- 20.1 This Deed shall come into force on the 24 June 2008 and the Deed dated 27 May 1994 is revoked on that date.
- 20.2 Any Trustee who is in office at the commencement date shall continue in office for the remaining period of his/her appointment.

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

SIGNED SEALED AND DELIVERED  
by the said DAVID SIMON BALL  
in the presence of  
*Stephen Mortimer*  
*257 Linnet Drive*  
*Chelmsford, Essex CM2 8AZ*

*(signed)* D. S. Ball

SIGNED SEALED AND DELIVERED  
by the said DAVID EVANS  
in the presence of

*(signed)* D. Evans

*as above*

SIGNED SEALED AND DELIVERED  
by the said TIMOTHY FOX  
in the presence of

*(signed)* Tim Fox

*as above*

SIGNED SEALED AND DELIVERED  
by the said LOUISE HEATLEY  
in the presence of

*(signed)* Louise Heatley

*as above*

SIGNED SEALED AND DELIVERED  
by the said MARGARET ELIZABETH JOY LYDAMORE  
in the presence of

*(signed)* Margaret Lydamore

*as above*

SIGNED SEALED AND DELIVERED  
by the said JANET ROSEMARY MARSHALL  
in the presence of

*(signed)* Janet Marshall

*as above*

SIGNED SEALED AND DELIVERED  
by the said SHEILA RUTH MAXEY  
in the presence of

*(signed)* Sheila R. Maxey

*as above*

SIGNED SEALED AND DELIVERED  
by the said PATRICIA DOROTHY PRICE-TOMES  
in the presence of

*(signed)* P. D. Price-Tomes

*as above*

SIGNED SEALED AND DELIVERED  
by the said ROBERT WHORTON  
in the presence of

*(signed)* R. Whorton

*as above*