

THIS declaration of **TRUST** is made the

10th day of September

Two thousand and one by **RAY CHAMBERLAIN** of 2303 Brewington Drive Salisbury Maryland 21801 USA **EDDIE WAYNE HORNBACK** of Top Flat 1 Prima Road London SW9 0NA **JEAN-MARC LOUISE** of 7 Maybank Avenue South Woodford London E18 1JP **RICHARD HEY-SMITH** of Jacob's Well 78 Curbar Road Great Barr Birmingham B42 2UA and **SAMUEL THOMAS** of 19 Milner Road Sherwood Nottingham NG5 2ES ("the First Trustees")

WITNESSES AS FOLLOWS

1. INTRODUCTION

- 1.1 The First Trustees hold the sum of one hundred pounds on the trusts declared ('the Trust')
- 1.2 Further money or property may be paid or transferred to the Trustees for the Trust

2. NAME & OBJECTS

- 2.1 The Name of the Trust is '**Full Gospel Fellowship of Churches and Ministers U.K.**' (or any other name chosen by resolution of the Trustees)
- 2.2 The objects of the Trust are:-
 - 2.2.1 To advance Christianity in the United Kingdom and elsewhere particularly by promoting fellowship between churches and their leaders for mutual support and encouragement and by providing resources which will assist them be more effective in promoting the Christian Gospel in all its fullness
 - 2.2.3 To advance education by promoting the teaching of Christian principles and theology, and the practical application of them, by any lawful means available (the 'Objects')
- 2.3 The Trustees must use the income and may use the capital of the Trust in promoting the Objects

3. POWERS

The Trustees have 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, especially the Full Gospel Fellowship of Churches and Ministers International for as long as such co-operation is beneficial to the Charity
- 3.5 To provide advice and assistance to Christian Ministers and others involved in churches or other works which further the objects
- 3.6 To provide or promote a forum or other means of consultation or meeting and resources for Christian Ministers and Church workers to assist them better fulfil the objects
- 3.7 To support, administer or set up other charities
- 3.8 To raise funds (but not by means of taxable trading)
- 3.9 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 3.10 To acquire or hire property of any kind
- 3.11 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 3.12 To make grants or loans of money and to give guarantees
- 3.13 To set aside funds for special purposes or as reserves against future expenditure
- 3.14 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification)
- 3.15 To delegate the management of investments to a financial expert, but only on terms that:
 - 3.15.1 the investment policy is recorded in writing for the financial expert by the Trustees
 - 3.15.2 every transaction is reported promptly to the Trustees
 - 3.15.3 the performance of the investments is reviewed regularly with the Trustees
 - 3.15.4 the Trustees are entitled to cancel the delegation arrangement at any time
 - 3.15.5 the investment policy and the delegation arrangement are reviewed at least once a year
 - 3.15.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt
 - 3.15.7 the financial expert must not do anything outside the powers of the Trustees
- 3.16 To insure the property of the Trust against any foreseeable risk and take out other insurance policies to protect the Trust when required
- 3.17 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of

any act or omission which is or is alleged to be a breach of trust or breach of duty (unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty)

- 3.18 To pay reasonable fees to any nominee or holding trustee
- 3.19 Subject to clause 6.3 to employ paid or unpaid agents, staff or advisers
- 3.20 To enter into contracts to provide services to or on behalf of other bodies
- 3.21 To pay the costs of forming the Trust
- 3.22 To refuse any gift or donation which in the opinion of the Trustees conflicts with the doctrines of the Christian faith as set out in the Schedule
- 3.23 To do anything else within the law which promotes or helps to promote the Objects

4. **THE TRUSTEES**

- 4.1 The Trustees as the charity trustees have control of the Trust and its property and funds
- 4.2 The maximum number of Trustees is seven individuals all of whom must agree to uphold the doctrines set out in the schedule
- 4.3 Subject to clause 4.7 the First Trustees are entitled to hold office for life
- 4.4 Future Trustees must be appointed for terms of office of up to five years by resolution of the Trustees
- 4.5 A retiring Trustee who is competent to act may be re-appointed at the end of his/her term of office
- 4.6. Every future Trustee must sign:-
 - 4.6.1 a declaration of willingness to act as a Trustee of the Trust before he or she is eligible to vote at any meeting of the Trustees and
 - 4.6.2 a statement agreeing to uphold the doctrines set out in the schedule
- 4.7 A Trustee automatically ceases to be a Trustee if he or she
 - 4.7.1 is disqualified under the Charities Act 1993 from acting as a charity trustee or trustee for a charity
 - 4.7.2 is incapable, whether mentally or physically, of managing his or her own affairs
 - 4.7.3 is absent from three (3) consecutive meetings of the Trustees
 - 4.7.4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office)
 - 4.7.5 ceases to be willing to uphold the said doctrines
 - 4.7.6 is removed by a resolution passed by all the other Trustees after inviting the views of the Trustee concerned and considering the matter in the light of any such views

- 4.8 A retiring Trustee is entitled to an indemnity from the continuing Trustees at the expense of the Trust in respect of any liabilities properly incurred during his or her trusteeship
- 4.9 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken by the Trustees

5. **PROCEEDINGS OF TRUSTEES**

- 5.1 The Trustees must hold at least two (2) meetings each year
- 5.2 A quorum at a meeting is three (3) Trustees or two (2) if clause 6.1 applies
- 5.3 A meeting may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants
- 5.4 The Chairman of the Trustees or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by them presides at each meeting
- 5.5 Except where otherwise provided in this Deed, every issue may be determined by a simple majority of the votes cast at a meeting of the Trustees but a resolution which is in writing and signed by all the Trustees 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
- 5.6 Every Trustee has one vote on each issue
- 5.7 The Trustees have the following powers in the administration of the Trust:
- 5.7.1 to appoint a Chairman, Treasurer and other honorary officers
- 5.7.2 to delegate any of their functions to committees consisting of two or more persons appointed by them and all proceedings of committees must be reported promptly to the Trustees
- 5.7.3 to make rules consistent with this Deed to govern proceedings at their meetings and at meetings of committees
- 5.7.4 to make regulations consistent with this Deed to govern the use and application of the property and funds of the Trust including regulations about the operation of bank accounts and the commitment of funds

6. **PROPERTY & FUNDS**

- 6.1 Any Trustee who possesses specialist skills knowledge or abilities, and any firm or company of which such a Trustee is a member or employee, may charge and be paid reasonable fees or be remunerated for work carried out for the Trust on the instructions of the other Trustees (but only if the procedure prescribed by clause 6.3 is followed in selecting the Trustee, firm

or company and setting the amount of the fees and provided that this provision may not apply to more than one half of the Trustees in any one financial year).

- 6.2 No Trustee may receive from the Trust any payment of money or other material benefit (whether direct or indirect) except
- 6.2.1 under clauses 3.15 (indemnity insurance) and 6.1 (fees)
 - 6.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Trust
 - 6.2.3 interest at a reasonable rate on money lent to the Trust
 - 6.2.4 a reasonable rent or hiring fee for property let or hired to the Trust
 - 6.2.5 an indemnity in respect of any liabilities incurred in or about the administration of the Trust (including the costs of a successful defence to criminal proceedings)
 - 6.2.6 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 6.3 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or any committee, the Trustee concerned must:
- 6.3.1 declare an interest before discussion on the matter begins
 - 6.3.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information
 - 6.3.3 not be counted in the quorum during that part of the meeting
 - 6.3.4 withdraw during the vote and have no vote on the matter
- 6.4 Funds which are not required for immediate use or 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
- 6.5 Investments and other property of the Trust may be held:
- 6.5.1 in the names of the Trustees (or in the name of the trustee body if incorporated under the Charities Act 1993)
 - 6.5.2 in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting on their instructions
 - 6.5.3 in the name of a trust corporation as a holding trustee for the Trust which must be appointed (and may be removed) by deed executed by the Trustees
 - 6.5.4 in the case of land, by the Official Custodian for Charities under an order of the Commission or the Court

7 **RECORDS & ACCOUNTS**

- 7.1 The Trustees must comply with the requirements of the Charities Act 1993 relating to the keeping of financial records, the audit or independent examination of the accounts and the preparation and transmission to the Commission of:
- 7.1.1 annual reports
 - 7.1.2 annual returns
 - 7.1.3 annual statements of account
- 7.2 The Trustees must maintain proper records of:
- 7.2.1 all proceedings at meetings of the Trustees
 - 7.2.2 all reports of committees
 - 7.2.3 all professional advice obtained
- 7.3 Financial records, annual reports and statements of account relating to the Trust must be available for inspection by any Trustee
- 7.4 A copy of the latest available statement of account must be supplied to any person who makes a written request and pays the Trustees' reasonable costs (as required by the Charities Act 1993)

8. **AMENDMENTS**

This Deed may be amended by supplemental deed on a resolution passed by seventy-five percent of the Trustees but no amendment is valid if it would make a fundamental change to the Objects or to this clause or destroy the charitable status of the Trust. No amendment may be made to clauses 6.2, 6.3 or 6.4 without the prior written consent of the Commission

9. **AMALGAMATION**

- 9.1 The Trustees may at any time on a resolution passed by at least seventy-five percent of the Trustees transfer the assets and liabilities of the Trust to another charity established for exclusively charitable purposes within, the same as or similar to the Objects
- 9.2 On a transfer under clause 9.1 the Trustees must ensure that all necessary steps are taken as to:
- 9.2.1 the transfer of land and other property
 - 9.2.2 the novation of contracts of employment and the transfer of any pension rights
 - 9.2.3 the trusteeship of any property held for special purposes

10. **DISSOLUTION**

- 10.1 The Trustees may at any time decide by resolution passed by at least seventy-five percent of the Trustees that the Trust is to be dissolved. The Trustees will then be responsible for the orderly winding up of the Trust's affairs
- 10.2 After making provision for all outstanding liabilities of the Trust, the Trustees must apply the remaining property and funds in one or more of the following ways:
 - 10.2.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects
 - 10.2.2 directly for the Objects or charitable purposes within or similar to the Objects
 - 10.2.3 in such other manner consistent with charitable status as the Commission approve in writing in advance
- 10.3 A final report and statement of account relating to the Trust must be sent to the Commission

11. INTERPRETATION

In this Deed

11.1 The following expressions have the following meanings:

'the Chairman' means the person appointed by the Trustees to preside at their meetings

'charity trustees' has the meaning prescribed by section 97(1) of the Charities Act 1993

'the Commission' means the Charity Commissioners for England and Wales

'financial expert' means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986

'holding trustee' means an individual or corporate body responsible for holding the title property but not authorised to make any decisions relating to its use, investment or disposal

'independent examiner' has the meaning prescribed by section 43(3)(a) of the Charities Act 1993

'material benefit' means a benefit which may not be financial but has a monetary value

'the Objects' means the charitable objects of the Trust set out in clause 2

'taxable trading' means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits of which are liable to tax

'the Trust' means the charity created by this Deed

'trust corporation' has the meaning prescribed by section

205(1)(xxviii) of the Law of Property Act 1925 but does not include the Public Trustee

'Trustee' means a charity trustee of the Trust

'written' or 'in writing' refers to a legible document on paper [not] including a fax message

'year' means calendar year

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

THE SCHEDULE

Statement of Doctrines

- 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 themselves the Word of God; the reliability of the New Testament in its testimony to the character and authorship of the Old testament; and the need of the teaching of the Holy Spirit to a true and 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.


IN WITNESS of the above the parties have executed this Deed

SIGNED AS A DEED BY

RAY CHAMBERLAIN



in the presence of:

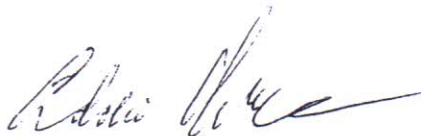
Witness Signature: 

Witness Name: Howard Chiu Mortgage Lenders

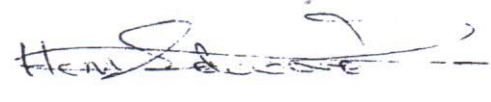
Address: 118 Stanhope Court
Arnold
Nottingham
NG5-7BA

SIGNED AS A DEED BY

EDDIE WAYNE HORNBACK



in the presence of:

Witness Signature: 

Witness Name: Howard Chiu Mortgage Lenders


Address: 118 Stanhope Court
Arnold
Nottingham
NG5-7BA

SIGNED AS A DEED BY

JEAN-MARC LOUISE



in the presence of:

Witness Signature: 

Witness Name: Howard Chiu Mortgage Lenders

Address: 118 Stanhope Court
Arnold
Nottingham
NG5-7BA

SIGNED AS A DEED BY
RICHARD HEY-SMITH

R Hey-Smith

in the presence of:

Witness Signature: *J. Carty*

Witness Name: JONATHAN CARTY

Address: 20 WOOLLY HILL
SEELY OFFICE
BIRMINGHAM
B29 4AD.

SIGNED AS A DEED BY
SAMUEL THOMAS

[Signature]

in the presence of:

Witness Signature: *Howard*

Witness Name: Howard Chris Mortgage Edwards

Address: 118 Stanhope Crs
Arnold
Nottingham
NG5-7BA