

04/85

Dated

29th January

1985

DECLARATION OF TRUST

-relating to-

The Cornerstone Trust
at Milton Keynes
in the County of Buckinghamshire

Messrs. Trollope & Winckworth
16 Beaumont Street
Oxford OX1 2LZ

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THIS DECLARATION OF TRUST is made the Twenty ninth
of January One Thousand Nine Hundred and Eighty Five
BY the Right Reverend SIMON HEDLEY BURROWS of Sheridan
Great Missenden in the County of Buckingham Bishop Suffragan
of Buckingham the Reverend ROY ANTHONY FREESTONE of 10 Manor
Road Old Wolverton Milton Keynes in the said County of
Buckingham General Superintendent of the Central Area of the
Baptist Union of Great Britain and Ireland the Reverend
STANLEY KING CHESWORTH of 37 Long Buftlers Harpenden in the
County of Hertford Chairman of the London North West District
of the Methodist Church the Reverend JOHN FRANCIS SLOW of 11
Mountsorrel Drive Abbey Park West Bridgford in the County of
Nottingham Moderator of the East Midlands Province of the
United Reformed Church and the Right Reverend FRANCIS GERARD
THOMAS of Bishop's House Northampton Roman Catholic Bishop of
Northampton (together hereinafter called "the original
Trustees")—

W H E R E A S:-

(1) The original Trustees desire to establish a charitable
trust and have accordingly paid the sum of TEN THOUSAND POUNDS
 (£10,000.00) into an account with their Bankers to the intent
that the same shall be held upon the trusts hereinafter declared—

(2) It is anticipated that further money or property may
from time to time be paid or transferred to the Trustees of

this deed by way of addition or accretion to the moneys held on such trusts—

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

1. THE charity hereby created shall be known as the Cornerstone Trust (hereinafter called "the Trust") and this deed may be referred to in any document as "The Cornerstone Trust Trust Deed"—

2. IN this deed the following expressions shall where the context so admits bear the following meanings namely:-

(a) "The Trust Deed" means this deed—

(b) "The Trustees" means the original Trustees or other the trustee or trustees for the time being hereof—

(c) "The Trust Fund" means the said sum of One Ten Thousand Pounds paid to the Trustees' bankers as aforesaid and any other money or property for the time being subject to the trusts hereof—

(d) "The Joint Council" means a council established by a Sharing Agreement made under the provisions of the Sharing of Church Buildings Act 1969 or any Act for the time being replacing the same for the management of a church and/or ancillary buildings provided or established under the

terms of this deed—

(e) "Authorised purposes" means any purpose or purposes in furtherance of the objects hereinafter set out for which under the terms of this deed the capital or income of the trust fund can be expended or applied—

(f) "Milton Keynes City Centre" means the area of the Borough of Milton Keynes in the County of Buckinghamshire that is bounded by the following roads namely the A5 Relief Road Portway Brickhill Street and Childs Way—

3. (a) THE Trustees shall stand possessed of the Trust Fund Upon Trust to apply the capital and income thereof as they shall in their absolute discretion think fit for all or any of the following charitable purposes namely:—

(i) the acquisition by purchase or otherwise of land of any tenure in Milton Keynes City Centre and the erection thereon of a church and ancillary buildings (including a church hall and clergy residence) to be shared by any two or more Churches in accordance with the provisions of the Sharing of Church Buildings Act 1969 or any Act for the time being replacing the same—

(ii) the furnishing and fitting out with all necessary furniture and other equipment of such church and ancillary buildings and the endowment maintenance management and

replacement of such church and ancillary buildings furniture and equipment—

(b) In giving effect to the trusts hereof the Trustees shall work in association and co-operation with the Joint Council (when constituted) and shall in all respects comply with the law relating to the sharing of church buildings (but so that the Trustees shall have power at their discretion in furtherance of the trusts hereof to apply the Trust Fund in paying for the preparation of a sharing agreement under the provisions of the Sharing of Church Buildings Act 1969)—

(c) The expression "replacement" in sub-clause (a)(ii) hereof includes where appropriate the making of additions—

4. IN furtherance of the objects aforesaid the Trustees may from time to time at their discretion:

(a) Notwithstanding clause 3 hereof at any time or times during the period of Twenty-one years from the date hereof accumulate the whole or any part or parts of the annual income of the Trust Fund in the way of compound interest by investing the same and the resulting income thereof in any manner hereinafter authorised And any accumulations so made shall be held as an accretion to and as one fund for all purposes with the capital of the Trust Fund but so nevertheless that the Trustees may at any time or times apply such accumulations or part thereof in like manner

as if they were income arising during the then current year—

(b) Make any payment or transfer of the capital or income of the Trust Fund or any part thereof to the Joint Council on the terms that the Joint Council shall apply the same for such authorised purposes as shall then be specified by the Trustees (and so that the Trustees shall not be further answerable for the future application of any moneys or property so paid or transferred) and—

(c) Assist the Joint Council to effect any authorised purposes by :-

(i) lending all or any part of the Trust Fund to the Joint Council with or without security and upon such terms as to interest (if any) repayment and other matters as the Trustees shall think fit or—

(ii) guaranteeing the performance of any contract or obligation or the payment of money by or on the part of the Joint Council in each case for such authorised purposes as aforesaid Provided that no guarantee shall be given without the consent of every person who shall at that time be a trustee hereof—

(iii) delegating to the Joint Council such powers of management of any building or buildings erected under the provisions of this deed as the Trustees may from time to time think proper—

5. THE Trustees shall further have power from time to time as they may in their absolute discretion think fit :-

- (a) to receive grants—
- (b) to collect and receive donations (whether periodical or otherwise)—
- (c) to issue appeals for donations and periodical reports on the work of the Trustees—
- (d) To accept donations on any special trusts in connection with the Trust Fund so that every donation so accepted shall be held subject to the terms and conditions of the gift—
- (e) to raise by way of loan at interest or interest free any sum or sums of money for the time being required for the purposes of the Trust Fund—
- (f) to enter into contracts—
- (g) to do all such other lawful acts and things that are necessary for the proper administration of or the attainment of the authorised purposes—

6. (a) NO property which involves the holder or owner thereof in any personal liability shall at any time become subject to the trusts powers and provisions of this Deed without the consent of every person who shall at that time be a Trustee hereof—

(b) The Trustees shall have power to decline to accept any property or conditional gift as an accretion to the Trust Fund—

7. THE Trustees shall be entitled to retain any property or investments from time to time comprised in the Trust Fund in its or their then existing state or condition for so long as the Trustees (without being liable to account) shall think fit but the Trustees shall have power at their discretion (subject to such consent if any as may be required by law) to sell and call in the same or any part thereof and convert the same into money SUBJECT thereto the Trustees shall invest the Trust Fund in investments hereby authorised with power to transpose investments for or into others of a nature hereby authorised PROVIDED always that nothing in this Clause shall prevent the Trustees from keeping in cash or on current or deposit account at a Bank such sums of money as are reasonably required for the current purposes of the Trust from time to time—

8. MONEYS requiring to be invested under the trusts hereof including accumulations of income may at the discretion of the Trustees be applied or invested in the purchase of or at interest upon the security of such stocks funds shares securities or other investments or property of whatsoever nature and wheresoever situate and whether producing income or not and whether involving liability or not as the Trustees shall in their absolute discretion think fit to the intent that the Trustees shall have the same full and unrestricted powers

of investing and varying investments in all respects as if they were absolutely and beneficially entitled thereto And in the purported exercise of the powers contained in this Clause the Trustees shall not be liable for any loss to the Trust Fund arising from any investment purchase or other transaction made or carried out in good faith—

9. THE following regulations shall govern the procedure of the Trustees:-

(a) The Trustees may meet together for the dispatch of business and subject to the provisions hereof may adjourn and otherwise regulate their meetings as they may think fit—

(b) The Chairman of the Trust (who shall preside at every meeting of the Trustees at which he or she is present) shall be appointed by the Trustees from amongst their number at their first meeting after the date of this Deed and shall continue in office for Two years or until the first meeting of the Trustees Two years after the date of his appointment whichever period shall be the longer and subject to the provisions for retirement of Trustees contained hereafter may be re-appointed for a further period of not more than Two years The Chairman may be removed from office by a Resolution carried by a majority of the Trustees at a meeting convened for this purpose of which not less than 21 days notice in writing shall have been given A Joint Council nominated Trustee shall

not be eligible for appointment as the Chairman of the Trust—

(c) If at any meeting of the Trustees the office of Chairman is vacant or the Chairman is not present within five minutes after the time appointed for holding the meeting the Trustees present shall choose one of their number not being an ex-officio or nominated Trustee to be Chairman of that meeting—

(d) There shall be an annual general meeting of the Trustees which shall take place on the anniversary of the first meeting of the Trustees or within one month thereafter—

(e) The Trustees may delegate any of their powers duties and discretions to any committee consisting of or including any two or more of their number (with or without the addition of other persons not being Trustees but appointed by them or co-opted with their leave by the committee itself) as the Trustees may think fit And any such committee shall in the exercise of the matters delegated conform to any regulations that may be imposed on it by the Trustees and its actions and proceedings shall be reported to and be confirmed by the Trustees—

(f) The Trustees may appoint employ and remunerate such secretaries officers clerks advisers and agents as the Trustees may consider necessary or desirable for attaining or carrying out the authorised purposes or administering the Trust

Fund (but so that none of the Trustees shall whilst in office ever receive remuneration from the Trust Fund)——

(g) Unless and until otherwise determined by the Trustees:—

(i) three Trustees (including not more than one nominated Trustee) shall form a quorum at any meeting of the Trustees and any such meeting at which a quorum is present shall be competent to exercise by a majority all or any of the powers vested in the Trustees generally——

(ii) meetings of the Trustees shall be convened by the Chairman who shall convene a meeting at the request in writing of any two trustees——

(iii) questions arising at any meeting of the Trustees or of any committee of the Trustees shall be decided by a majority of votes and in case of an equality of votes the chairman of the meeting shall have a second or casting vote——

(iv) notice of every meeting (which shall state the place day and hour of the meeting and the business to be transacted thereat) of the Trustees shall be delivered or sent by post to each of the Trustees (other than a Trustee not in the United Kingdom for the time being) in accordance with the provisions of Section 33 of the Charities Act 1960 so that the same is delivered Seven clear days at least before the date of

the meeting—

(h) The Trustees shall provide and keep a minute book in which shall be entered the proceedings of the Trustees and which shall be signed by the Chairman of the next meeting or at some future meeting if the minutes shall have been duly confirmed—

(i) The Trustees shall provide books of account in which shall be kept all proper accounts of all money received and used respectively by or on behalf of the Trustees for the purpose of this Deed—

(j) The Trustees shall arrange for the accounts to be audited yearly by a professional auditor or professional auditors who shall be a member or members of one of the bodies mentioned in Section 8(3) of the Charities Act 1960 and shall be appointed by the Trustees—

(k) The Trustees shall cause the accounts to be preserved in accordance with the requirements of Section 32(2) of the last mentioned Act—

(l) The Trustees may at any time cause the whole or any part of the Trust Fund to be held in the name or names of any persons or incorporated body (including if thought fit any two or more of themselves) as nominee or nominees on behalf of the Trustees and may pay any expenses in connection

therewith out of the capital or income of the Trust Fund as may be proper—

(m) Without prejudice to the generality of the last preceding power the Trustees may at any time cause the whole or any part of the Trust Fund to be vested in the Official Custodian for Charities or in any authorised trust corporation as custodian trustee upon such terms as to remuneration and otherwise as the Trustees may in their discretion think fit—

(n) The Trustees may from time to time open and maintain in the name of the charity a bank account or bank accounts at such bank or banks as they shall from time to time decide and may at any time pay any moneys subject to the trusts hereof to the credit of any such account or accounts or place the same on deposit with any bank or banks and all cheques and orders for the payment of money shall be signed by at least two of the Trustees—

(o) No Trustee being a member of the Joint Council shall in any way be disqualified or disabled in that capacity from joining in the exercise of the Trustees' powers and discretions hereunder in relation to the Joint Council (nor shall any dealings between the Trustees and the Joint Council be invalidated by reason of the fact that the Trustees include a member or members of the Joint Council)—

10. THE following provisions as to the appointment of new and additional trustees and the discharge and removal of Trustees shall apply to this Deed by way of extension and variation of the statutory powers:-

(a) With the consent of the Joint Council (when constituted) (which consent shall not be unreasonably withheld) the Trustees may appoint any number of new or additional Trustees but shall ensure that the number of Trustees (including any Joint Council nominee) shall not exceed Twelve and shall not be less than Five (excluding any Joint Council nominee)——

(b) It is intended that so far as is possible the persons from time to time holding the offices at present held by the original Trustees shall always be Trustees of this Deed and the Trustees shall take account of this principle when making any appointment of new trustees——

(c) The Joint Council shall have the right from time to time to nominate not more than two persons to be Trustees and the Trustees shall appoint the persons so nominated to be Trustees of this Deed——

(d) A Trustee may retire by writing under his hand and such retirement shall be recorded in the Trustees' minute book (and such record shall be conclusive evidence of the retirement)——

(e) The appointment of a Trustee shall be recorded in the Trustees' minute book and shall be signed by him—

11. If the Trustees at any time decide that it is expedient to discontinue the trust constituted by this Deed any money or property forming part of the Trust Fund after payment of all expenses and liabilities properly incurred shall be distributed among charitable organisations connected with the Church of England the Baptist Union of Great Britain and Ireland the Methodist Church the United Reformed Church and the Roman Catholic Church as the Trustees with the approval of the Charity Commission may determine the intention being (so far as is practicable) that the money shall be distributed in the proportions in which it was donated by members of or organisations connected with the churches above mentioned and that any charitable organisation connected with the said churches that has made a donation or donations to the Trust Fund shall have its donation or donations repaid in full—

12. THE proper costs and expenses of the Trustees of and incidental to the preparation and execution of this Deed shall be paid or retained by them out of the Trust Fund—

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

SIGNED SEALED and DELIVERED
by the said Right Reverend
SIMON HEDLEY BURROWS in the
presence of:

) Simon H Burrows
)
)
)



Witness: G. Almond - Willis

10, MILLHAYES, GREAT LINCOLN,
MILTON KEYNES

Commission: BUREAU OF OFFICIAL

SIGNED SEALED and DELIVERED)
by the said Reverend ROY)
ANTHONY FREESTONE in the)
presence of:-)

R. A. Freestone

Witness: G. Alston - Willis

Address: 10, MILLHAYES, GREAT LINFORD,
MILTON KEYNES

Occupation: ECUMENICAL OFFICER

SIGNED SEALED and DELIVERED)
by the said Reverend STANLEY)
KING CHESWORTH in the)
presence of:-)

Stanley K. Chesworth.

Witness: G. Alston - Willis

Address: 10, MILLHAYES, GREAT LINFORD,
MILTON KEYNES

Occupation: ECUMENICAL OFFICER

SIGNED SEALED and DELIVERED)
by the said Reverend JOHN)
FRANCIS SLOW in the presence)
of:-)

John F. Slow.

Witness: G. Alston - Willis

Address: 10, MILLHAYES, GREAT LINFORD,
MILTON KEYNES

Occupation: ECUMENICAL OFFICER

SIGNED SEALED and DELIVERED)
by the said Reverend FRANCIS)
GERRARD THOMAS in the)
presence of:-)

Francis G. Thomas

Witness: G. Alston - Willis

Address: 10, MILLHAYES, GREAT LINFORD
MILTON KEYNES

Occupation: ECUMENICAL OFFICER