



DECLARATION OF TRUST

relating to

ISLAND HOUSE COMMUNITY CENTRE
Island House
Roserton Street
London
E14 3PG

DECLARATION OF TRUST

THIS DEED is made the:

*10th of February
10/02/16*

2015

BETWEEN the parties specified in the First Schedule

DEFINITIONS AND BACKGROUND

- 1 The following expressions used throughout this Deed shall have the meanings respectively ascribed to them in this Clause:
 - 1.1 "the Charity" shall mean the charitable trust originally established by the 1940 Deed specified at Clause 1.9 varied by the 1942 Deed specified at Clause 1.10 the Charity being currently known as Island House Community Centre
 - 1.2 "URCT" shall mean United Reformed Church Trust (a charitable trust corporation limited by guarantee, company number 135934 and registered charity number 1133373) whose registered office is 86 Tavistock Place London WC1H 9RT
 - 1.3 "URCTNT" shall mean the URC Thames North Trust (a company limited by guarantee company number 00075432 and also being a trust corporation for the purpose of the Public Trustee Rules 2012 having been recognised by order of the Lord Chancellor made 18 March 1984) whose registered office is at St Paul's URC Newton Road London W2 5LS
 - 1.4 "the Settlement Committee" shall mean the Committee of the Presbyterian Settlement referred to in the 1940 deed
 - 1.5 "the Managing Trustees" shall mean the persons from time to time acting as Managing Trustees of the Charity in accordance with the provisions of this Deed.
 - 1.6 "the newly appointed Managing Trustees" shall mean the persons named at Clause 5.3 of the Third Schedule
 - 1.7 "the Synod" shall mean the Thames North Synod of the United Reformed Church of St Paul's URC Newton Road London W2 5LS which expression shall include any successor body to the Synod howsoever named
 - 1.8 "the Synod Executive" shall mean the Executive Committee of the Synod which expression shall include any successor body to the Synod Executive howsoever named

- 1.9 "the 1940 Deed" shall mean the Declaration of Trust dated 4th October 1940 specified in the Second Schedule
- 1.10 "the 1942 Deed" shall mean the Supplementary Deed dated 31st January 1942 specified in the Second Schedule
- 1.11 "the First 2005 Deed" shall mean the Declaration of Trust dated 4th January 2005 specified in the Second Schedule
- 1.12 "the Second 2005 Deed" shall mean the Declaration of Trust dated 30th June 2005 specified in the Second Schedule
- 1.13 "the Commission" shall mean the Charity Commission
- 1.14 "Charities Act 2011" shall mean the Charities Act 2011 or where the context permits include any subsequent re-enactment or modification thereof
- 1.15 "Trustee Act 2000" shall mean the Trustee Act 2000 or where the context permits include any subsequent re-enactment or modification thereof
- 1.16 "URCA 1972" shall mean the United Reformed Church Act 1972
- 1.17 Any reference herein to any party hereto (whether an incorporated body, individual or group of individuals) shall, where the context permits, be deemed to include a reference to any successor body, individual or group of individuals carrying out the role and functions assigned to such party hereunder.
- 2 The Charity was established by the 1940 Deed the objects being set out in Part 1 of the Fourth Schedule hereto such objects being varied by the 1942 Deed the amended objects being set out in Part 2 of the Fourth Schedule.
3. The First 2005 Deed purported to exercise the powers of amendment of the charitable trusts established by the 1940 Deed and the 1942 Deed to adopt new Objects but is considered likely to have been ineffective because it declared Objects which were not exclusively charitable and did not include all the correct parties.
- 4 The Second 2005 Deed was expressed to be made pursuant to the First 2005 Deed and there is therefore uncertainty as to the validity or otherwise of the Second 2005 Deed.
- 5 The parties have agreed to remove such uncertainty by entering into this Deed to declare new Objects for the Charity substantially similar to those contained in the 1940 Deed and the 1942 Deed and to adopt new administrative provisions.

- 6 The Presbytery of London North (referred to in the 1940 Deed and the 1942 Deed) was dissolved as a consequence of Section 5 of URCA 1972 and by Resolution number 21 of the General Assembly of the United Reformed Church 14th July 2014 and made in pursuance to Section 18(1) of the URCA 1972 General Assembly vested in the Synod all powers with regard to any trust or any power of nomination that were previously vested in The Presbytery of London North.
- 7 By resolution dated 19 September 2015 the Synod (i) approved the form and content of this Deed and authorised its completion by the parties hereto and (ii) confirmed that, where any consent or approval is required from the Synod under the terms of this Deed, it may be granted (or rejected) by the Synod Executive acting under delegated powers from the Synod unless written notice to the contrary has been given by the Synod to the party seeking such consent or approval.

OPERATIVE PROVISIONS

- 1 If notwithstanding the First 2005 Deed and the Second 2005 Deed URCT has continued in the role of trustee of the Charity (custodian or managing), it hereby retires from such trusteeship with immediate effect.
- 1.2 Insofar as URCTNT may have exercised any Managing Trusteeship functions in respect of the Charity it hereby relinquishes the same with immediate effect.
- 1.3 Insofar as the Settlement Committee may still be exercising managing trusteeship of the Charity the Settlement Committee hereby relinquishes the same with immediate effect.
- 1.4 In exercise of the power of appointment contained in the 1940 Deed the Settlement Committee hereby appoints URCTNT as custodian trustee of the Charity in place of URCT.
- 1.5 In exercise of the said power of appointment the Settlement Committee hereby appoints the newly appointed Managing Trustees as Trustees of the Charity.
2. In exercise of the power given by Clause 8 of the 1942 Deed the newly appointed Managing Trustees declare that the trusts powers and provisions of the Third Schedule will hereafter apply to the Charity and entirely replace those of the 1940 Deed and the 1942 Deed and, for the avoidance of doubt, the First 2005 Deed and The Second 2005 Deed.
3. Pursuant to Clause 6 of the Definitions and Background section of this Deed the parties hereto of the third and fourth parts join in this Deed in order to confirm the sanction of the Synod to the provisions of this Deed and the appointments made hereunder in conformity with Clause 8 of the 1942 Deed.

4. The parties hereto ratify all actions already carried out and decisions already made pursuant to any of the Deeds referred to in the Second Schedule.

First Schedule

- 1. URCT (formerly the Presbyterian Church of England Trust)
- 2. URCTNT
- 3. The reverend Andrew Prasad being the Moderator of the Synod of St Paul's URC Newton Road London W2 5LS
- 4. Simon Fairnington being the Clerk to the Synod of St Paul's URC Newton Road London W2 5LS

- 5. REVD. HUGH GRAHAM and
ANTHONY GEORGE ALDERMAN, being two
of the members of the Settlement Committee and being duly authorised by a
resolution of the Settlement Committee dated 21/1 2015 to enter into
this deed

Twenty first day of January 2016

- 6. The newly appointed Managing Trustees

Second Schedule

Date	Document
4 October 1940	Declaration of Trust made by the Presbyterian Church of England Trust (the 1940 Deed)
31 January 1942	Supplementary Deed made by the Presbyterian Church of England Trust (the 1942 Deed)
4 January 2005	Declaration of Trust made by URCT (1) URCTNT (2) and the Synod Executive (3) (the First 2005 Deed)
30 June 2005	Declaration of Trust made by the Synod Executive (1) and URCTNT (2) (the Second 2005 Deed)

Third Schedule

1. NAME AND OBJECTS

- 1.1 The name of the Charity is Island House Community Centre (or any other name chosen by the Managing Trustees)
- 1.2 The Objects of the Charity ("the Objects") are to provide a Community Centre in connection with the United Reformed Church which will:-
 - 1.2.1 promote the benefit of the inhabitants of the Isle of Dogs and the surrounding area by associating together the said inhabitants and the local authorities, voluntary and other organizations in a common effort to advance education and to provide facilities in the interests of social welfare for recreation and leisure time occupation (including in particular the social and physical training of children and young people) with the object of improving the conditions of life for the said inhabitants and
 - 1.2.2 advance the Christian religion in accordance with the principles and usages of the United Reformed Church.
- 1.3 The Managing Trustees must apply the income and may apply such of the capital of the Charity as they from time to time deem appropriate in promoting the Objects of the Charity

2. CONTROL AND MANAGEMENT

The Managing Trustees shall at all times act on the resolution of a majority of their members present and voting at a meeting properly convened in accordance with the trustees' rules of procedure with the exception of any action by the Managing Trustees in accordance with their powers to amend this Deed in accordance with Clause 10 which action shall only be taken on the resolution of not less than 75% of the Managing Trustees present and voting at a meeting properly convened

3. POWERS

The Managing 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
- 3.5 To support administer or set up other charities
- 3.6 To raise other funds (but not by means of taxable trade)
- 3.7 To borrow money and to give security for loans (but only in accordance with the restrictions imposed by the Charities Act 2011)
- 3.8 To acquire or take on lease or hire property of any kind
- 3.9 To hire out let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 2011) but in the case of the freehold property at Island House, Cubitt Town, or any replacement (whether freehold or leasehold) may dispose of such property only with the consent of the Synod.
- 3.10 To maintain, repair, restore, preserve, improve, reconstruct and equip for the benefit of the public the fabric of Island House, Cubitt Town (or any property substituted for it) its fixtures, fittings furniture and equipment
- 3.11 To make grants or loans of money and to give guarantees
- 3.12 To set aside funds for special purposes or as reserves against future expenditure
- 3.13 To deposit or invest funds in any manner permitted by the Trustee Act 2000 having regard to the suitability of investments the need for diversification and any relevant guidance issued by the Commission and having obtained such proper advice as is appropriate to the circumstances
- 3.14 If and insofar as they deem it appropriate, to delegate the management of investments to a financial expert but only on terms that
 - 3.14.1 The investment policy is recorded in writing for the financial expert by the Managing Trustees
 - 3.14.2 Every transaction is reported promptly to the Managing Trustees

- 3.14.3 The performance of the investments is reviewed regularly with the Managing Trustees
- 3.14.4 The Managing Trustees are entitled to cancel the delegation arrangement at any time
- 3.14.5 The investment policy and the delegation arrangement are reviewed at least once a year
- 3.14.6 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 Managing Trustees
- 3.14.7 The financial expert must not do anything outside the powers of the Managing Trustees
- 3.15 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 3.16 In accordance with Section 189 of the Charities Act 2011, to insure the Managing Trustees and any Custodian Trustee against the costs of a successful defence to a criminal prosecution brought against them as 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 any such trustee or individual knew that or was reckless whether the act or omission was a breach of trust or breach of duty)
- 3.17 To pay reasonable fees to any nominee or Custodian (including URCTNT)
- 3.18 Subject to Clause 7.3 to employ paid or unpaid agents staff or advisers but so that the appointment of any minister of religion as the senior member of staff at Island House, Cubitt Town, shall be made in conjunction with such other body (if any) as the Managing Trustees may specify
- 3.19 Subject to Clause 7.3 to permit the occupation of residential accommodation at Island House, Cubitt Town, (or any substitute property) by any paid or unpaid agents staff or advisers on such terms as to payment of rent rates taxes and other expenses and outgoings as to insurance repair and decoration and generally upon such terms as the Managing Trustees shall in their absolute discretion think fit
- 3.20 To enter into contracts to provide services to or on behalf of other bodies

3.21 To pay the costs of forming and from time to time amending the Objects and administrative provisions of the Charity

3.22 To do anything else within the law which promotes or helps to promote the Objects

4. CUSTODIAN TRUSTEE

4.1 URCTNT shall continue to be the Custodian Trustee of the Charity.

5. THE MANAGING TRUSTEES

5.1 The Managing Trustees of the Charity shall be the persons named in Clause 5.3 below and shall include their successors appointed in accordance with Clause 5.10 from time to time

5.2 The number of Managing Trustees shall at all times be six or more but at no time shall exceed twelve

5.3 The first Managing Trustees shall be:

Name and address

5.3.1 Ms Christine Beth Smalligan of 13 Buckthorne Road, London SE4 2DG

5.3.2 Mr Anthony Alderman of Hill Rise 97 Crescent Road New Barnet Herts EN4 9RQ

5.3.3 Ms Angela Moffat of 15 Aste Street London E14 3 NJ

5.3.4 Mr Moydul Hussain of 307 Corfield Street, London E2 0DU

5.3.5 Reverend Hugh Graham of 97 Crofton Road London E13 8QT

5.3.6 Reverend Thomas Pyke of Christ Church Vicarage Manchester Road London E14 3BN

5.4 A retiring Managing Trustee appointed for a fixed term who is competent and willing to act may be re-appointed at the end of his/her term of office.

5.5 Every Managing Trustee shall receive a copy of this Deed and must sign a declaration of willingness to act as a Managing Trustee on the terms hereof

before he or she is eligible to vote on first attending a meeting of the Managing Trustees

- 5.6 A Managing Trustee automatically ceases to be a trustee if he or she
- 5.6.1 Is disqualified under the Charities Act 2011 from acting as a charity trustee or trustee for a charity
 - 5.6.2 Is incapable whether mentally or physically of managing his or her own affairs
 - 5.6.3 Resigns by written notice to the Convenor of the Managing Trustees appointed under Clause 6.3 of this Schedule or
 - 5.6.4 Is removed by a resolution of the Managing Trustees after inviting the views of the trustee concerned and considering the matter in the light of any such views or
 - 5.6.5 Having been a member of the United Reformed Church at the date of appointment, ceases to be a member, by reason of which (alone or in conjunction with any later change in the trustee body), the requirement of Clause 5.9 of this Schedule is no longer satisfied.
- 5.7 A retiring trustee (whether managing or custodian) is entitled to an indemnity from the continuing Managing trustees at the expense of the Charity in respect of any liabilities properly incurred during his, her or its period of trusteeship.
- 5.8 A technical defect in the appointment of a Managing Trustee of which the Managing Trustees are unaware at the time does not invalidate decisions taken by the Managing Trustees.
- 5.9 The Managing Trustees may include persons who are not members of the United Reformed Church (or any successor denomination) but shall at all times comprise a majority of persons who are such members.

APPOINTMENT OF NEW MANAGING TRUSTEES

- 5.10 The power of appointing a new Managing Trustee shall be vested in the continuing Managing Trustees; and such appointments may be made with or without limitation of time or number of periods of service; all appointments and re-appointments shall be subject to the prior approval of the Synod.

- 5.11 Every future Managing Trustee or Custodian Trustee shall receive a copy of this Deed (and of any variations thereof) and must sign a declaration of willingness to act respectively as a Managing Trustee or the Custodian Trustee of the Charity on the terms hereof.

6. MANAGING TRUSTEE MEETINGS

- 6.1 The Managing Trustees must hold at least four meetings each year
- 6.2 A quorum at a meeting shall be half the Managing Trustees being at least three persons and if this is not a whole number, that number shall be rounded upwards
- 6.3 The Managing Trustees shall appoint one of their number to be the Convenor for a term of office to be determined by the Managing Trustees
- 6.4 The Convenor of the Managing Trustees or (if the Convenor is absent, unable or unwilling to do so) some other Managing Trustee chosen by the Managing Trustees then present shall preside at each meeting
- 6.5 Except where otherwise provided in this Deed every issue may be determined by a simple majority of the votes cast at each meeting of the Managing Trustees but a resolution which is in writing and signed by all the Managing Trustees is as valid as a resolution passed at a meeting and for this purpose the resolution may be contained in more than once document and will be treated as passed on the date of the last signature
- 6.6 Except for the Convenor of the meeting who has a second or casting vote every Managing Trustee has one vote on each issue
- 6.7 The Managing Trustees have the following powers in the administration of the Charity
- 6.7.1 To appoint a Treasurer and other honorary officers
- 6.7.2 To make rules consistent with this Deed to govern proceedings at their meetings
- 6.7.3 To make rules consistent with this Deed to govern the use and application of the property and funds of the Charity including rules about the operation of bank accounts and the commitment of funds

7. PROPERTY AND FUNDS

- 7.1 Any remuneration for services provided by a Charity Trustee or Trustee for the Charity or person connected with a Charity Trustee or Trustee for the Charity shall be in accordance with the provisions of Section 185 of the Charities Act 2011.
- 7.2 No Managing Trustee may receive from the Charity any payment of money or other material benefit (whether direct or indirect) except
 - 7.2.1 Under Clauses 3.16 (indemnity insurance) and 7.1 (fees)
 - 7.2.2 Reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity
 - 7.2.3 In other cases payments or benefits may only be received with the written approval of the Commission in advance
- 7.3 Whenever a Managing Trustee has personal interest in a matter to be discussed at a meeting of the trustees the member concerned must
 - 7.3.1 Declare an interest before discussion on the matter begins
 - 7.3.2 Withdraw from the meeting for that item unless expressly invited to remain in order to provide information
 - 7.3.3. Not to be counted in the quorum during that part of the meeting
 - 7.3.4 Withdraw during the vote and have no vote on the matter
- 7.4 Funds which are 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 3.13 until needed

8. RECORDS AND ACCOUNTS

- 8.1 The Managing Trustees must comply with the requirements of the Charities Act 2011 relating to the keeping of financial records the audit or independent examination of the accounts and the preparation and transmission to the Commission of
 - 8.1.1 Annual reports
 - 8.1.2 Annual returns

- 8.1.3 Annual statements of account
- 8.2 The Managing Trustees must maintain proper records of
 - 8.2.1 All proceedings at meetings of the Managing Trustees or of the Managing Trustees and the Custodian Trustee
 - 8.2.2 All professional advice obtained
- 8.3 Financial records annual reports and statements of account relating to the Charity must be available for inspection by the Managing Trustees on reasonable notice
- 8.4 A copy of the latest available statement of account must be supplied to any person who makes a written request and pays the Managing Trustees' reasonable costs (as required by the Charities Act 2011)

9 AMENDMENTS

This Deed may be amended by supplemental Deed executed by the Managing Trustees and 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 Charity and no amendments may be made to Clauses 2, 7.2, 7.3 or 10.2 of this Schedule without the prior written consent of the Commission and no amendment may be made to those Clauses or to Clauses 5 or 9 of this Schedule without the prior written approval of the Synod

10. DISSOLUTION

- 10.1 The Managing Trustees may decide that the Charity is to be dissolved and the Managing Trustees will then be responsible for the orderly winding up of the Charity's affairs.
- 10.2 After making provisions for all outstanding liabilities of the Charity the Managing Trustees must apply the remaining property and funds in one or more of the following ways:
 - 10.2.1 As an addition to the general funds of the Synod.
 - 10.2.2. With consent of the Synod. by transfer to one or more other bodies established exclusively for charitable purposes with the same Objects as or Objects similar to the Objects on any subsequent disposal of any premises transferred the net proceeds of such disposal and any

income accruing therefrom are to be applied as an addition to the general funds of the Synod.

10.2.3 In such other manner within the charitable purposes of the United Reformed Church as the Commission approve in writing in advance

10.2.4 A final report and statement of account relating to the Charity must be sent to the Commission

Fourth Schedule

Part 1 OBJECTS SET OUT WITHIN THE 1940 DEED

Upon Trust that the declarant and its successors and assigns or other the Trustee or Trustees for the time being of these presents (all of whom are hereinafter referred to as the Trustee) shall at all times hereafter (subject as hereinafter provided) permit the said hereditaments to be used and occupied as the head-quarters of the Presbyterian settlement aforesaid.

Part 2 AMENDED OBJECTS SET OUT ON THE 1942 DEED

Upon Trust that the declarant and its successors and assigns or other the Trustee or Trustees for the time being of these presents (all of whom are hereinafter referred to as the Trustee) shall at all times hereafter (subject as hereinafter provided) permit the said hereditaments to be used and occupied as the head-quarters of the Presbyterian settlement aforesaid such user to include the use of the hereditaments for the social and physical training of boys and girls by means of a club or otherwise.

EXECUTED as a Deed and delivered on the date at the beginning of this document

EXECUTED as a Deed by UNITED REFORMED CHURCH TRUST acting by:

Sign here

Director *[Signature]*

Director *S.G. E. [Signature]*



The Common Seal of URC THAMES NORTH TRUST was affixed in the presence of

Director *[Signature]*

Director/Secretary *[Signature]*

TRUST OFFICER

SIGNED as a Deed by the Reverend Andrew Prasad in the presence of:

Sign here

[Signature]

Signature of witness *[Signature]*

Name (in CAPITAL LETTERS) JAMES THOMSON FIELDS

Address 17 EASTBURY RD, NORTHWOOD
HA6 3AJ

SIGNED as a Deed by Simon Fairington in the presence of:

Sign here


Simon Fairington

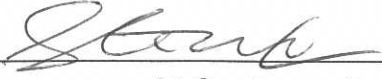
Signature of witness *[Signature]*

Name (in CAPITAL LETTERS) JAMES THOMSON FIELDS

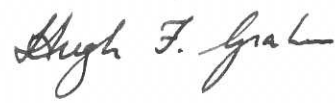
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HA6 3AJ

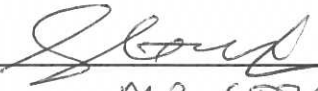
SIGNED as a Deed by Anthony Alderman
George Alderman by direction of and on
behalf of the Settlement Committee in the
presence of:

Sign here


Signature of witness 
Name (in CAPITAL LETTERS) MR STEVEN W. HILL
Address 15 PARSONAGE ST, LONDON E14 3DB

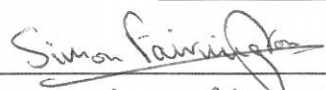
SIGNED as a Deed by Hugh Fraser
Graham by direction of and on
behalf of the Settlement Committee in the
presence of:

Sign here



Signature of witness 
Name (in CAPITAL LETTERS) MR STEVEN W. HILL
Address 15 PARSONAGE ST, LONDON E14 3DB

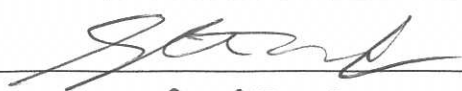
SIGNED as a Deed by John Beha
Managing Trustee in the presence of:

Sign here


Signature of witness 
Name (in CAPITAL LETTERS) SIMON FAIRNINGTON
Address CITY TEMPLE, HOLBORN VIADUCT, LONDON EC1A 2DE

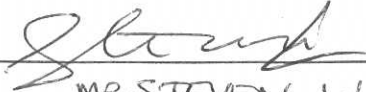
SIGNED as a Deed by Anthony Alderman
Managing Trustee in the presence of:

Sign here


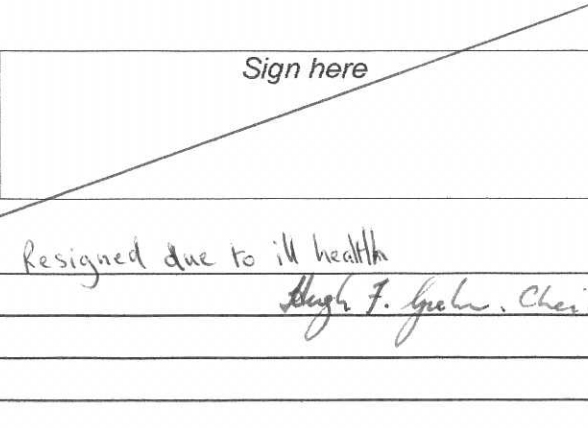
Signature of witness 
Name (in CAPITAL LETTERS) MR STEVEN W. HILL
Address 15 PARSONAGE ST, LONDON E14 3DB

SIGNED as a Deed by **Angela Moffat**
Managing Trustee in the presence of:

Sign here


Signature of witness 
Name (in CAPITAL LETTERS) MR STEVEN W. HILL
Address 15 PARSONAGE ST, LONDON, E14 3DB

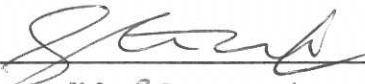
SIGNED as a Deed by **Moydul Hussain**
Managing Trustee in the presence of:

Sign here


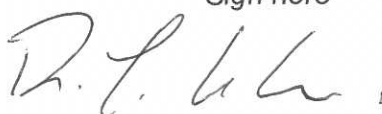
Signature of witness Resigned due to ill health
Name (in CAPITAL LETTERS) Hugh F. Graham, Chair
Address _____

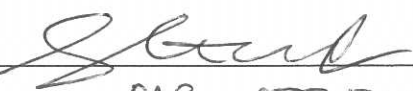
SIGNED as a Deed by **Jane Dance**
Managing Trustee in the presence of:

Sign here


Signature of witness 
Name (in CAPITAL LETTERS) MR. STEVEN HILL
Address 15 PARSONAGE ST, LONDON, E14 3DB

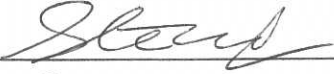
SIGNED as a Deed by **Robert Lambden**
Managing Trustee in the presence of:

Sign here


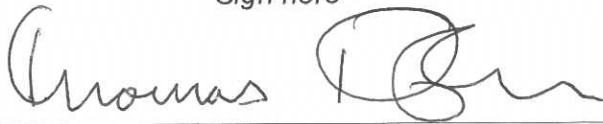
Signature of witness 
Name (in CAPITAL LETTERS) MR. STEVEN W. HILL
Address 15 PARSONAGE STREET, LONDON, E14 3DB

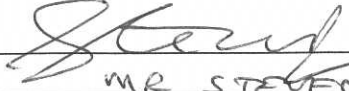
SIGNED as a Deed by the Reverend Hugh
Graham Managing Trustee in the presence
of:

Sign here


Signature of witness 
Name (in CAPITAL LETTERS) MR. STEVEN W. HILL
Address 15 PARSONAGE ST. LONDON E14 3DB

SIGNED as a Deed by the Reverend
Thomas Pyke Managing Trustee in the
presence of:

Sign here


Signature of witness 
Name (in CAPITAL LETTERS) MR STEVEN W HILL
Address 15 PARSONAGE ST LONDON E14 3DB

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