

DECLARATION of TRUST

relating to

SEAGATE EVANGELICAL CHURCH

2014

(as amended in relation to Clause 5.6 by Minute of
Amendment dated 1st & 5th December 2019)

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1. DECLARATION OF TRUST

1.1 We, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], the present Trustees of Seagate Evangelical Church (Registered Charity No. SC018710) acting under the trust provisions set out in the Original Trust (as defined below) CONSIDERING that we have obtained the consent of the Office of the Scottish Charity Regulator to a charity re-organisation scheme under Chapter 5 of the Charities and Trustee Investment (Scotland) Act 2005 to vary the terms and purposes of the Original Trust DECLARE that, in implementation of that scheme, we will continue to hold and administer the current assets of Seagate Evangelical Church, including all heritable and moveable property, together with any further money or property of any description which may be paid, conveyed or transferred to us, subject to and for the purposes set out in this Declaration of Trust in substitution for the Original Trust:

2. INTERPRETATION

2.1 In this Declaration of Trust the following expressions have the following meanings:

‘the 2005 Act’	means the Charities and Trustee Investment (Scotland) Act 2005;
‘the 2006 Regulations’	means the Charities Accounts (Scotland) Regulations 2006;
‘the Chair’	means the person appointed by the Trustees from time to time to preside at their meetings;
‘the charity’	means Seagate Evangelical Church, being charity number SC018710;
‘charity legislation’	means the 2005 Act and the 2006 Regulations as amended from time to time;
‘charity trustees’	has the meaning prescribed by section 106 of the 2005 Act;
‘the Church’	means the congregation of Seagate Evangelical Church (or such other church name as the congregation may from time to time, in general meeting, decide);
‘independent examiner’	has the meaning prescribed by Regulation 11 of the 2006 Regulations;
‘material benefit’	means a benefit which may not be financial but has a monetary value;
‘OSCR’	means the holder of the Office of the Scottish Charity Regulator;
‘the Objects’	means the charitable objects of the Trust set out in clause 3;

‘the Original Trust’	means the trust purposes, powers of trustees and provisions for administration of the trust assets of the congregation of Christians in Troon meeting in the church building in West Portland Street, Troon formerly known as Bethany Hall and now as Seagate Evangelical Church as set out in Disposition by Robert Duncan and others in favour of Robert Duncan and others recorded in the Register for the County of Ayr on 8 th September, 1913;
‘the Schedule’	means the Schedule annexed and signed as relative hereto;
‘Seagate Evangelical Church’	means the congregation of Christians in Troon meeting in the church building in West Portland Street, Troon formerly known as Bethany Hall and now as Seagate Evangelical Church;
‘the Secretary’	means such person appointed by the Trustees from time to time to be responsible for administrative matters affecting the Trust;
‘Statement of Beliefs’	means the statement of beliefs set out in the Schedule;
‘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;
‘the Treasurer’	means such person appointed by the Trustees from time to time to be responsible for financial matters affecting the Trust;
‘the Trust’	means the trust established in Disposition by Robert Duncan and others in favour of Robert Duncan and others recorded in the Register for the County of Ayr on 8 th September, 1913 as varied by the whole trust purposes, powers of trustees and provisions for administration set out in this Declaration of Trust;
‘Trustee’	means a trustee of the charity, and
‘year’	means calendar year.

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

3 NAME & OBJECTS

3.1 The name of the charity is Seagate Evangelical Church.

3.2 The Objects of the Trust, which are for the benefit of the public, are:

- 3.2.1 to advance the Christian faith in accordance with the Statement of Beliefs and to promote and provide Christian service to the communities of Troon and surrounding areas or elsewhere;
- 3.2.2 to provide suitable premises for holding religious services and associated activities for the Church and other church congregations (if any) linked to the Trust;
- 3.2.3 to provide recreational and social activities for the said communities;
- 3.2.4 to relieve sickness and financial hardship and to promote and preserve good health by the provision of funds, goods or services of any kind, including through the provision of counselling and support;
- 3.2.5 to contribute towards the relief of human suffering in the event of disaster anywhere in the world;
- 3.2.6 generally to do any act or thing which is legally charitable and will promote the furtherance of the Objects.
- 3.3 The Trustees must use the whole income and assets of the Trust only for promoting the Objects.

4. POWERS

The Trustees have the following powers, which may be exercised only in promoting the Objects and only in accordance with charity legislation:

- 4.1 to arrange or join in arranging and providing for the holding of meetings, seminars, conferences, and training courses;
- 4.2 to support Christian mission throughout the world through agencies or individuals involved in the advancement of the Christian faith, relieving poverty and promoting development, providing health care, education or other charitable activities;
- 4.3 to provide financial support by way of salary, loans, grants, scholarships, prizes or periodic gifts for any person associated with the Trust who is engaged in Christian service, whether of a full-time or part-time nature, or to assist them in attending any Institution in the United Kingdom or abroad for the purpose of study of the Holy Scriptures and/or any aspect of Christian service;
- 4.4 to provide accommodation and facilities for the furtherance of any or all of the above purposes, and for the use of any organisation, groups, bodies or individuals, so long as their activities are not in conflict with the Christian faith;
- 4.5 to promote or carry out research;
- 4.6 to provide advice;
- 4.7 to publish or distribute information;

- 4.8 to co-operate with other bodies;
- 4.9 to support, administer or set up other charities;
- 4.10 to raise funds by trading or otherwise (but not by means of taxable trading);
- 4.11 to borrow money and give security for loans;
- 4.12 to acquire and maintain or hire property of any kind;
- 4.13 to let or dispose of property of any kind;
- 4.14 to make grants or loans of money and to give guarantees;
- 4.15 to set aside funds for special purposes or as reserves against future expenditure;
- 4.16 to deposit or invest funds in any lawful manner;
- 4.17 to delegate the management of investments in accordance with the provisions of charity legislation;
- 4.18 to insure the property of the Trust against any foreseeable risk and take out other insurance policies to protect the Trust when required;
- 4.19 to insure the Trustees and any other parties who may be deemed to be charity trustees under the 2005 Act against the costs of a 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);
- 4.20 to pay reasonable fees to any nominee or holding trustee;
- 4.21 subject to clause 8, to employ or otherwise engage the services of agents, staff or advisers on such terms and conditions as the Trustees may reasonably determine (provided always that the particular duties and responsibilities of any employee engaged to assist in the ministry of the Church shall be determined by the Elders of the Church);
- 4.22 to enter into contracts to provide services to or on behalf of other bodies;
- 4.23 to pay the costs of forming the charity created by this deed;
- 4.24 to make contributions to, or otherwise in any way to support, the advancement of Christian witness and service in Troon or elsewhere;
- 4.25 to publish and distribute Christian literature and audio/visual aids;
- 4.26 to co-operate with other societies, individuals, trusts, associations and local or national authorities or institutions in any undertaking or project which will advance the Objects or any of them; and

4.27 to do anything else within the law which promotes or helps to promote the Objects.

5. THE TRUSTEES

5.1 All Trustees must subscribe and adhere, in belief and lifestyle, to the Statement of Beliefs.

5.2 The minimum number of Trustees is five individuals but there is no maximum, and a statement signed by the Chair and the Secretary will be conclusive evidence of the number and identity of the current trustees at any given time.

5.3 The current Trustees are us the said [REDACTED].

5.4 New Trustees will be appointed by a resolution of not less than half of the existing Trustees, following nomination by the trustees and ratification by a circulated ballot of church members, and will thereafter be formally assumed into the Trust by Deed of Assumption and Conveyance but new Trustees will, subject to Clause 5.5, have power to act from the time of the said resolution.

5.5 Every Trustee must sign 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.

5.6 [As amended by resolution dated 1st December 2019 and set out in Minute of Amendment dated 1st and 5th December 2019]

5.6 Provisions for the reappointment of Trustees:

5.6.1 A Trustee shall serve for a period of five years and shall be eligible to be reappointed for further periods of five years.

5.6.2 Any such reappointment shall be by a resolution of not less than half of the existing Trustees (excluding the Trustee to be reappointed) and ratification by a circulated ballot of church members at any time in the calendar year before the expiry of the relevant Trustee's current term of office.

5.6.3 Any such reappointment shall take effect on the expiry of the relevant Trustee's current term of office, and not from the date of such resolution or ratification.

5.7 The Trustees are responsible for the management and administration of the Trust's property and funds in accordance with this Declaration of Trust.

5.8 A Trustee will cease to be a Trustee if he or she:

5.8.1 is or becomes disqualified under the 2005 Act or any other legislation from acting as a charity trustee or trustee for a charity;

5.8.2 is incapable, whether mentally or physically, of managing his or her own affairs;

- 5.8.3 is absent without reasonable cause from two consecutive meetings of the Trustees and two-thirds of the Trustees resolve that he or she be removed;
 - 5.8.4 resigns by written notice to the Trustees, provided that no such voluntary resignation will have effect until a suitable replacement Trustee is appointed if the result of the Trustee's resignation would be to reduce the number of Trustees below the minimum;
 - 5.8.5 is removed by a resolution passed by two thirds of the Trustees on the basis that they reasonably consider the Trustee no longer subscribes or adheres, in belief and lifestyle, to the Statement of Beliefs, or
 - 5.8.6 is removed by a resolution passed by two-thirds of the Trustees on their reasonable belief that the Trustee in question has engaged in inappropriate conduct resulting in their loss of trust and confidence in that Trustee.
- 5.9. 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.
 - 5.10 A defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken by the Trustees.
 - 5.11 If at any time the number of Trustees falls below five, the remaining Trustees shall have full power to continue to act in any essential business of the Trust pending the appointment of additional Trustee(s), and the Trustees shall be obliged to appoint such additional Trustee(s) as soon as reasonably practicable.

6. DUTY OF CARE AND EXTENT OF LIABILITY

- 6.1 When exercising any power (whether given to them by this Declaration of Trust or by statute or by any rule of law) in administering or managing the Trust each of the Trustees must use the level of care and skill that is reasonable in the circumstances, taking into account any special knowledge or expertise that he or she has or claims to have ("the duty of care"). No Trustee and no-one exercising powers or responsibilities that have been delegated by the Trustees shall be liable for any act or failure to act unless, in acting or in failing to act, he or she has failed to discharge the duty of care.

7 PROCEEDINGS AND ADMINISTRATIVE POWERS OF TRUSTEES

- 7.1 The Trustees must hold at least one meeting each year.
- 7.2 A quorum at a meeting is three or one-half of the Trustees for the time being whichever is the greater number.
- 7.3 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.
- 7.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.

- 7.5 Except where otherwise provided in this Declaration of Trust, every issue may be determined by a simple majority of the votes cast at a meeting of the Trustees. A resolution which is in writing and signed by all the Trustees is as valid as a resolution passed at a meeting and will be treated as passed on the date of the last signature.
- 7.6 Except for the Chair of the meeting, who, in the case of an equality of votes has a second or casting vote, and subject to the provisions of Clause 8.6, every Trustee has one vote on each issue.
- 7.7 The Trustees have the following powers in the administration of the Trust:
- 7.7.1 to appoint a Chair, Secretary, Treasurer and other honorary officers, who may serve in office for periods of up to three years, following which they may be reappointed by the Trustees, and, if the Trustees so decide, the offices of Secretary and Treasurer may be filled by the same person;
 - 7.7.2 to delegate any of their functions to committees consisting of two or more persons appointed by them provided that all proceedings of committees must be reported promptly to the Trustees;
 - 7.7.3 to make rules consistent with this Declaration of Trust to govern proceedings at their meetings and at meetings of committees;
 - 7.7.4 to make regulations consistent with this Declaration of Trust 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.

8. APPLICATION OF FUNDS AND PROPERTY

- 8.1 The Trustees may employ or engage under a contract for services such of their number as they may determine provided that such employment is at all times consistent with the 2005 Act, and in particular that:
- 8.1.1 the Trustees in each case are satisfied that it is in the best interests of the Trust to employ or engage under a contract for services the Trustee concerned;
 - 8.1.2 the Trustees are in each case satisfied that the terms of employment or engagement are reasonable in respect of the employment or of the services provided and are subject to regular and objective review, and
 - 8.1.3 the procedure set out in clause 8.6 is followed on each occasion.
- 8.2 Any Trustee who possesses specialist skills or knowledge and any firm or company of which such a Trustee is a member, consultant, partner, trustee, officer or employee, may charge and be paid reasonable fees for goods or services supplied to the Trust on the instructions of the other Trustees but only if the Trustees are satisfied that the requirements set out in Clause 8.1 are met.

- 8.3 At no time may a majority of Trustees benefit directly or indirectly from payments made under clauses 8.1 and 8.2.
- 8.4 Subject to the provisions of this Clause, a person may be appointed as a Trustee notwithstanding that he or she is employed or otherwise engaged by the Trust and receives remuneration in that capacity.
- 8.5 No Trustee may receive from the Trust any payment of money or other material benefit (whether direct or indirect) except:
- 8.5.1 under clauses 4.17 (indemnity insurance), 8.1 and 8.2 (employment or engagement and fees);
 - 8.5.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Trust and/or the performance of their duties as Trustees;
 - 8.5.3 interest at a reasonable rate on money lent to the Trust;
 - 8.5.4 a reasonable rent or hiring fee for property let or hired to the Trust;
 - 8.5.5 an indemnity in respect of any liabilities properly incurred in or about the administration of the Trust and/or the performance of their duties as Trustees (including the costs of a successful defence to criminal proceedings), and
 - 8.5.6 benefits received by the Trustee or a connected person as a member of any church supported financially by the Trust where such benefits are no different to those received by other members of the relevant congregation.
- 8.6 Whenever a Trustee or a person connected to a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or any committee, the Trustee or connected person concerned must:
- 8.6.1 declare an interest before discussion on the matter begins;
 - 8.6.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - 8.6.3 not be counted in the quorum during that part of the meeting;
 - 8.6.4 withdraw during any vote on the matter and have no vote on the matter.
- 8.7 The restrictions on trustee benefits at Clauses 8.1 and 8.2 also apply to any person connected with a Trustee. For the purpose of this Clause a person is connected with a Trustee if that person is:
- (a) a child, parent, grandchild, grandparent, brother or sister of the Trustee, or
 - (b) a spouse of the Trustee or of any person falling within paragraph (a) above.

- 8.8 Funds which are not required for immediate use (which shall include provision for a reasonable float as determined by the Trustees from time to time) or which are to be reserved for use at a future date must be placed on deposit or invested in accordance with clause 4.14 until needed.
- 8.9 Investments and other property of the Trust may be held:
- 8.9.1 in the names of the Trustees, or
 - 8.9.2 in the name of a nominee under the control of the Trustees or of a financial expert acting on their instructions.

9. RECORDS & ACCOUNTS

- 9.1 The Trustees must comply with the requirements of the 2005 Act and 2006 Regulations relating to the keeping of financial records, the audit or independent examination of the accounts and the preparation and transmission to OSCR of:
- 9.1.1 annual reports;
 - 9.1.2 annual returns;
 - 9.1.3 annual statements of account, and
 - 9.1.4 confirmation of changes to the Trustees and of any relevant details about the Trust recorded or to be recorded in the Register of Scottish Charities.
- 9.2 The Trustees must maintain proper records of:
- 9.2.1 all proceedings at meetings of the Trustees;
 - 9.2.2 all reports of committees, and
 - 9.2.3 all professional advice obtained.
- 9.3 Financial records, annual reports and statements of account relating to the Trust for at least the previous six years must be available for inspection by any Trustee or other authorised person.
- 9.4 A copy of this document and/or the latest available annual statement of account must be supplied to any person who makes a written request and pays the Trustees' reasonable costs.

10. AMENDMENTS

- 10.1 This document may be amended by a subsequent deed or deeds on a resolution passed by three-quarters of the Trustees but no amendment will be valid if (1) it would result in the loss of the charitable status of the Trust; (2) it would alter the principal Objects of the Trust; or (3) it does not receive the approval of OSCR if such approval is required under the 2005 Act.

11. AMALGAMATION

- 11.1 The Trustees may at any time on a resolution passed by three quarters of the Trustees transfer the assets and liabilities of the Trust to another charity established for exclusively charitable purposes with the same or similar Objects and having a similar Statement of Beliefs, including any alternative form of charitable body, organisation or legal entity established by the Trustees which the Trustees may reasonably consider provides a more suitable way for conducting its business.
- 11.2 On a transfer under clause 11.1 the Trustees must ensure that all necessary steps are taken to ensure:
- 11.2.1 transfer of the land and other property;
 - 11.2.2 the novation of contracts including contracts of employment and the transfer of any pension rights, and
 - 11.2.3 the transfer of trusteeship of any property held for special purposes.

12. DISSOLUTION

- 12.1 Subject to the approval of OSCR and the submission of any application which OSCR may require for the purpose, the Trustees may at any time decide by resolution passed by three quarters 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.
- 12.2 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:
- 12.2.1 by transfer to one or more other bodies established for exclusively charitable purposes with the same or similar Objects;
 - 12.2.2 directly for the Objects or charitable purposes stated in this Declaration of Trust or for charitable purposes similar to the Objects and/or
 - 12.2.3 in such other manner consistent with charitable status as OSCR may approve in writing in advance.
- 12.3 A final report and statement of account relating to the Trust must be sent to OSCR

This is the Schedule referred to in the foregoing Declaration of Trust

Statement of Beliefs

We believe in...

The one true God who lives eternally in three persons—the Father, the Son and the Holy Spirit.

The love, grace and sovereignty of God in creating, sustaining, ruling, redeeming and judging the world.

The divine inspiration and supreme authority of the Old and New Testament Scriptures, which are the written Word of God—fully trustworthy for faith and conduct.

The dignity of all people, made male and female in God's image to love, be holy and care for creation, yet corrupted by sin, which incurs divine wrath and judgement.

The incarnation of God's eternal Son, the Lord Jesus Christ—born of the virgin Mary; truly divine and truly human, yet without sin.

The atoning sacrifice of Christ on the cross: dying in our place, paying the price of sin and defeating evil, so reconciling us with God.

The bodily resurrection of Christ, the first fruits of our resurrection; his ascension to the Father, and his reign and mediation as the only Saviour of the world.

The justification of sinners solely by the grace of God through faith in Christ.

The ministry of God the Holy Spirit, who leads us to repentance, unites us with Christ through new birth, empowers our discipleship and enables our witness.

The Church, the body of Christ both local and universal, the priesthood of all believers—given life by the Spirit and endowed with the Spirit's gifts to worship God and proclaim the gospel, promoting justice and love.

The personal and visible return of Jesus Christ to fulfil the purposes of God, who will raise all people to judgement, bring eternal life to the redeemed and eternal condemnation to the lost, and establish a new heaven and new earth.

(with acknowledgement to the Evangelical Alliance)