

Guideline Leaflet T07: Baptist Trusts for Churches 2003

This leaflet only contains the text of the Baptist Trusts for Churches 2003. This particular set of Modern Model Trusts for church sites and chapel buildings has been available since 2003. This leaflet does not contain any explanation of the way the trusts apply to Baptist church property, but this information is contained in other leaflets – there is a list on the next page.

This Guideline Leaflet is regularly reviewed and updated. To ensure that you are using the most up to date version, please download the leaflet from the BUGB website at www.baptist.org.uk/resources

The date on which the leaflet was last updated can be found on the download page.

T07: Baptist Trusts for Churches 2003

This leaflet contains the text of the Baptist Trusts for Churches 2003.

The trusts are in the left hand column with a commentary in the right hand column.

These are a set of Model Trusts, promoted by the Baptist Union of Great Britain. They are produced to help local Baptist churches with various legal and property arrangements for their church property, including land, chapels, halls, caretakers accommodation, and burial grounds.

They have been available for churches to adopt since 3 May 2003.

For general information about the development of our current patterns of Baptist property ownership, and particularly Modern Model Trusts please refer to:

T01 *Baptist Property Trusts – Beginnings and Patterns*

T02 *Modern Model Trusts*

T03 *Appointing Property Trustees – Baptist Trust Corporations*

T04 *Ultimate Trusts – Recycling money for mission.*

BAPTIST TRUSTS FOR CHURCHES 2003

1 These Trusts are the Model Trusts for Chapels and Halls approved by the Baptist Union of Great Britain pursuant to the Baptist and Congregational Trusts Act 1951 and may be referred to as the Baptist Trusts for Churches 2003.

Gives the name of the Trusts and notes that they have been made under the powers contained in the Baptist and Congregational Trusts Act 1951.

A copy of the 1951 Act is available from Baptist House.

2 DEFINITIONS

For the purposes of these Trusts unless the context otherwise requires:

If a word or phrase appears in the text of the Trusts with an initial Capital Letter its meaning is defined in Clause 2.

2.1 'ASSOCIATION' means the Baptist Association in membership with the Union which operates in the locality in which the Church is situated or if there shall be no such Association means the Union.

This will be one of the Associations in membership with the Baptist Union. If for any reason there is no Association in the geographical area of the Church then references to the Association in these Trusts will be taken to mean the Union.

2.2 'BAPTISM' means baptism in water, as described in the Declaration of Principle and the word Baptised shall be construed accordingly.

Defines the form of Baptism to be practised. This is the definition of Baptism in the Declaration of Principle of the Baptist Union of Great Britain (see Clause 2.8).

2.3 'BAPTIST TRUST CORPORATION' means a Baptist Trust Corporation as defined in the Baptist and Congregational Trusts Act 1951.

This will be one of the recognised Baptist Trust Corporations. A list is given in 'The Baptist Union Directory'. Only churches in trust with one of these Trust Corporations, either alone or jointly with other private trustees are able to have these Trusts adopted for their Church Property.

2.4 'CHURCH' means the Baptist church

A Church is a group of people who have covenanted together, in accordance with Biblical Principles, to worship God and to engage in mission.

2.4.1 for which these Trusts relate and which is governed by a Constitution which is in conformity with the principles for the government of a Baptist Church set out in the Schedule to these Trusts

Charity law recognises a church as an 'unincorporated association'. The Charity Commission regard the regular activities and the working funds of the Church as the principal charity of which the governing document is the Church Constitution. The property trusts, relating to church property and manses, are legally separate charities but, when registration with the Charity Commission becomes necessary, a Uniting Declaration will enable them to be registered together with the principal charity, with one registration number.

The Church must have and adhere to a constitution that includes the provisions set out in the Schedule to these Trusts. A model will be available from the church's Property Trustees or the Baptist Union of Great Britain. Different forms of Church may require different forms of constitutions –

these will be acceptable to the Holding Trustees so long as they follow the principles set out in the Schedule.

2.4.2 which accepts the Declaration of Principle and is in membership with the Union and the Association.

The Church must accept the Declaration of Principle of the Baptist Union of Great Britain set out in Clause 2.8 of the Trusts and be in membership with the Baptist Union of Great Britain and its Association.

2.5 'CHURCH MEETING' means a properly constituted meeting of the members of the church as provided for in the church Constitution.

In the Baptist understanding of Church government it is the Church Meeting that is the final authority, under God, in the life of the Church.

2.6 'CHURCH MEMBERS' means persons recognised as members by the Church.

Clause 2.1 of the Schedule to the Trusts sets out the essential qualifications for membership. These must appear in the Church Constitution.

2.7 'CHURCH PROPERTY' means the land and buildings to which these Trusts relate and which are vested in the Holding Trustees and which are under the day to day care and management of the Church.

This is the property that is actually the subject of these Trusts. The legal owners of the Church Property are the Holding Trustees (see commentary on Clause 2.11) but their ownership is to enable the Church to use the Church Property in accordance with these Trusts.

2.8 'DECLARATION OF PRINCIPLE' means the Declaration of Principle of the Union that is to say:-

2.8.1 That our Lord and Saviour Jesus Christ, God manifest in the flesh, is the sole and absolute authority in all matters pertaining to faith and practice, as revealed in the Holy Scriptures, and that each Church has liberty, under the guidance of the Holy Spirit, to interpret and administer His Laws.

This is the Declaration of Principle of the Baptist Union of Great Britain. It is part of the Constitution of the Union. Ministers on the Register (see Clause 2.13) are required to subscribe to the Declaration of Principle. The Church using the Church Property must also accept the Declaration of Principle (see Clause 2.4.2).

2.8.2 That Christian Baptism is the immersion in water into the Name of the Father, the Son and the Holy Ghost, of those who have professed repentance towards God and faith in our Lord Jesus Christ who 'died for our sins according to the Scriptures; was buried and rose again the third day'.

The Declaration of Principle was first published in 1873. It was last revised in 1938. A study of the Declaration of Principle can be found in 'Something to Declare' jointly written by the Principals of the four English Colleges of the Baptist Union of Great Britain (Edited by Richard Kidd) and published by the Baptist Union in 1996.

2.8.3 That it is the duty of every disciple to bear personal witness to the Gospel of Jesus Christ, and to take part in the evangelisation of the world.

2.9 'DISPOSE or DISPOSAL' means a sale or letting of the Church Property or the exchange of the Church Property for another property or the grant of a mortgage secured on the Church Property or the grant or the release of any right over or any covenant affecting the Church Property.

Disposals are explained further in Clause 8.

2.10 'FOUNDATION DEED' means any

deed or other document which contains Trusts which affected the Church Property prior to these Trusts being declared.

2.11 'HOLDING TRUSTEES' means the Baptist Trust Corporation acting as Holding Trustees of these Trusts and any individual or individuals who may be acting as trustees jointly with that Baptist Trust Corporation.

The Holding Trustees are the Baptist Trust Corporation and any private individuals who are the trustees of the Church Property jointly with the Trust Corporation.

The Holding Trustees are not the same as the Charity Trustees of the Church. Section 97 of the Charities Act 1993 defines the Charity (Managing) Trustees as 'the persons having the general control and management of the administration of a charity'. It is normally the Minister and Deacons of the Church who fulfil this definition.

It is the Managing Trustees who, under the authority of the Church Meeting, are responsible for the Church funds and the everyday security, maintenance and insurance of the Church Property and the everyday conduct of Church activities. The Managing Trustees are responsible for keeping the Church Property in good structural and decorative repair.

The Holding Trustees strongly advise the Managing Trustees to have quinquennial surveys made of the Church Property to monitor the ongoing state of repair of the premises.

2.12 'THE PARTIES' means one or more of the following either the Church the Church Members a Minister of the Church the Diaconate as provided for in the Church Constitution the Holding Trustees the Association or the Union.

The parties are referred to in Clause 14 of these Trusts.

2.13 'REGISTER' means the Baptist Union's Register of Covenanted Persons accredited for the Baptist Ministry.

The Register is maintained by the Baptist Union Ministry Department.

2.14 'TRUSTEE EXPENSES' means all reasonable and proper expenditure or costs incurred by the Holding Trustees in the exercise of any of their powers and duties.

Trustee Expenses are referred to in Clauses 9.1, 9.2, 13.2, 13.3 and 13.4 of these Trusts. In this connection they refer to expenses incurred by the Holding Trustees.

2.15 'UNION' means the Baptist Union of Great Britain.

3 EXERCISE OF POWERS

3.1 All the powers discretions and authorities hereby given to or vested in the Union shall be exercisable by the Council of the Union or by such Committee of the Council as the Council may from time to time appoint.

These Clauses explain that the Union and the Association exercise their powers by decisions of the Council of the Union or the Executive Council or Committee of Directors of the Association..

3.2 All the powers discretions and authorities hereby given to or vested in the Association shall be exercisable by the Executive Council or Committee of the Association or by such sub-committee as may from time to time be appointed.

4 GENERAL MANAGEMENT

Subject to the provisions of these Trusts and save only as herein otherwise specifically provided the Holding Trustees shall permit the Church to use and manage the Church Property in accordance with the Church Constitution and these Trusts.

This Clause speaks of the Church using and managing the Church Property. It must be remembered, however, that it is the Managing Trustees who have the legal responsibility for doing that on behalf of the Church – (see commentary on Clause 2.11).

The Holding Trustees will not interfere with the Church's everyday use of the Church Property or the management of the Church's affairs provided the Managing Trustees operate within the Church Constitution and in a way that is not inconsistent with the Trusts.

5 USE OF THE PREMISES

5.1 The Church Property may be used occupied and enjoyed by the Church as a Baptist church for the following purposes:

Sets out the uses to which the Church Property can be put. The Church is a charity set up for the 'advancement of the Christian religion'. It cannot be assumed that the Church Property can be used for every charitable purpose.

5.1.1 a place for public worship and for the promotion of the Christian faith

This is the principal use of the Church Property reflecting the purpose of the Church (see commentary on Clause 2.4).

5.1.2 a place where the rite of Baptism is practiced

Baptism is defined in Clause 2.8.2.

5.1.3 a place where children and adults are instructed in the Christian faith

5.1.4 a place for the exercise of the mission of the church

provided that nothing herein contained shall prohibit the Minister of the Church or any other Church appointed person from being permitted to reside on some part of the Church Property.

Some church buildings include residential accommodation, such as a flat. Use of part of the Church Property for residential purposes is, however, secondary to the principal purpose in Clause 5.1.1.

6 MINISTERS

6.1 The Holding Trustees shall permit such Ministers as the Church shall from time to time appoint to act and function as pastoral overseers of the Church who have been Baptised, who affirm the Declaration of Principle, who hold to the authority of the Holy Scriptures and that interpretation of

Sets out the qualification or conditions for a person to be a Minister of the Church. A Church, before appointing a person whose name is not on the Register, must first seek a waiver from the Union's Ministries Team and follow the procedures laid down for that purpose.

The Register is defined in Clause 2.13.

them usually called Evangelical, who maintain and practise the doctrine and rite of Baptism and whose name appears on the Register provided always that the Church may make written application to the Union for such last mentioned qualification to be waived and the Union may, if it thinks fit, agree to grant such waiver on such conditions as it may deem expedient.

6.2 If at any time the ministry of any Minister of the Church shall have been lawfully terminated or the Minister's name shall have been removed from the register the Holding Trustees may remove or require the Church to remove the said Minister from the Church Property.

The termination will first have to be dealt with in accordance with the Church Constitution and, normally, by a Special Church Meeting as defined in Clause 2.5.

Removal of a Minister's name from the Register will be dealt with by the Baptist Union in accordance with the procedures relating to the Register.

7 IMPROVEMENT OF BUILDINGS

The Holding Trustees having been given, where appropriate, plans and specifications of any proposed works may permit the Church to erect buildings on the Church Property or to alter, improve, carry out repairs to, enlarge, add to or pull down and rebuild the buildings for the time being forming part of the Church Property in such manner as the Church shall decide and the Holding Trustees shall approve.

The Holding Trustees are the legal owners of the Church Property on behalf of the Church so they need to be advised of, and give their approval to, any works being proposed to the Church Property. The rule of thumb adopted by the Baptist Trust Corporations is that if Planning Consent or Building Regulations Approval are required, or if there are structural alterations or significant building works then the proposals need to be referred to the Trust Corporation for consideration.

Attention is particularly drawn to the Trust Corporations' Guidelines leaflets relating to the redevelopment of Church Property and, if appropriate, to those dealing with Listed Buildings. The Managing Trustees at all times retain legal responsibility for the maintenance of the Church Property and for complying with Health and Safety matters and other legislation affecting the premises.

8 SALES, LETTINGS, EXCHANGES AND MORTGAGES

8.1 The Holding Trustees shall at the request of the Church Dispose of the Church Property or any part of it (and when carrying into effect such Disposal shall be the Charity Trustees for the purposes of the Charities Act 1993 or any statutory modifications thereof) subject to:

If the Church requests the Holding Trustees to dispose of all or any part of the Church Property the Holding Trustees will do so if the provisions set out in this Clause are adhered to. The Holding Trustees and the Managing Trustees must comply with the Charities Act 1993.

8.1.1 any statutory restrictions for the time being in force

The attention of the Church and, particularly, the Managing Trustees is drawn to the Trust Corporations' Guidelines leaflets dealing with these matters.

8.1.2 a Church Meeting having approved such Disposal

8.1.3 the Holding Trustees approving the Disposal

8.2 The Holding Trustees shall hold land and buildings taken in exchange purchased or otherwise acquired by the Holding Trustees under the provisions of these Trusts and shall have the same powers and be subject to the same provisions as are herein contained in relation to the land and buildings originally constituting the Church Property.

If any of the Church Property is sold and other land or premises are purchased with the proceeds of sale or if any of the Church Property is exchanged for other property the newly acquired property will be held by the Trustees on these same trusts.

This Clause applies if the Church Property is sold and the Church is continuing in existence but meeting in other premises. If the reason for the disposal is that the Church has ceased then the provisions of the Ultimate Trusts (Clause 10) will apply.

8.3 The Holding Trustees shall hold any monies (or any investments made pursuant to these Trusts arising from a Disposal) in their name.

The Church Property is legally held in the name of the Holding Trustees who will also hold the proceeds of sale upon the same trusts. The use of the money is dealt with in Clause 9.

9 PROCEEDS OF DISPOSAL

As noted under Clause 8.3 the proceeds of sale of Church Property will be paid to the Holding Trustees. The Capital will be available to the Church for the purposes set out in Clause 9.1.1 – 9.1.4. Because the proceeds of sale are legally 'permanent endowment' the money can only be spent for those purposes. The capital cannot be used for the general purposes of the Church, such as day to day running costs, or for routine maintenance or repairs of Church buildings.

9.1 Application of Capital Receipts

After taking Trustee Expenses from any money arising from a Disposal the Holding Trustees shall apply such proceeds for such of the following purposes as the Church requests and the Holding Trustees approve namely

9.1.1 towards the costs of works to erect, alter improve enlarge add to, pull down or rebuild any buildings for the time being forming part of the Church Property.

9.1.2 the purchase or acquisition for the purposes of the Church of any land either freehold or leasehold and the erection thereon of buildings

9.1.3 the cost of major repairs and remedial works to the Church Property or

Churches must consult the Holding Trustees before expecting to use the proceeds of sale to fund major repairs.

9.1.4 expenditure of a capital nature incurred or to be incurred in connection with any other charitable purpose of the Baptist denomination.

9.2 Application of Income

Income will be paid to the Church. Capital will be retained by the Holding Trustees (see Clause 9.1). At the Church's request income can be used for any charitable purposes of the Baptist Denomination approved by the Holding Trustees.

The Trustee Expenses having been paid therefrom the Holding Trustees shall pay any periodical rentals arising from any letting of the Church Property or any income

arising from the investment of any money representing the net proceeds of any Disposal to the Church for the general purposes of the Church or shall at the request of the Church apply the same in defraying any expenditure incurred or to be incurred in connection with such other charitable purposes of the Baptist denomination as the Holding Trustees may approve.

10 ULTIMATE TRUSTS

10.1 If at any time it shall appear to the Holding Trustees and the Union and the Association and where possible following consultation with Church Members that the Church Property or any part of it is no longer required or can no longer usefully be retained for the purposes of these Trusts for any of the following reasons:

10.1.1 the Church has a very small membership

10.1.2 there is a significant change in the character of the neighbourhood in which the Church Property is situated

10.1.3 the district in which the Church Property is situated is adequately served or provided for by another Baptist church in membership with the Union and the Association

10.1.4 the Church Property during a continuous six month period has not been used for any of the purposes for which the Church Property can be put as provided for in Clause 5 of these Trusts

10.1.5 the Church is no longer constituted or operates in accordance with these Trusts or any other reason considered sufficient by the Union and the Association

Then the Holding Trustees may deem the Church to have closed.

10.2 Following the decision of the Holding Trustees that the Church has closed or following closure of the Church the Holding Trustees shall have power to Dispose of the Church Property and shall hold the net proceeds of sale arising from such Disposal upon trust for such persons or body of persons as may be entitled to receive the net proceeds of sale upon the failure of the

Sometimes the difficult decision has to be made to close a Church. Experience has shown that a Church cannot always reach that decision alone. This clause allows the Holding Trustees, in consultation with the Church Members, to take the decision based on the circumstances set out in Clauses 10.1.1 to 10.1.5.

The powers given by this Clause will rarely be used. If they are it will be in careful consultation with the remaining Church Members and with the Association.

When the church has closed the Holding Trustees will deal with the Church Property and hold any proceeds of sale in accordance with the Church trusts.

primary trusts as set out in the Foundation Deed provided that if

10.2.1 there is no Foundation Deed or

10.2.2 the Foundation Deed contains no effective provisions for ascertaining who shall be entitled to such net proceeds of sale then the net proceeds of sale shall be held upon such charitable trusts connected with the Baptist denomination as the Union and the Association shall in their absolute and uncontrolled discretion jointly direct.

If the Foundation Deeds do not name a beneficiary the Union and the Association will jointly decide. This will be to charitable causes connected with the Baptist denomination.

The Guiding Principles adopted by the Baptist Union Council provide that the proceeds of sale will normally be divided equally between the Union and the Association with the Union's share being allocated as to 90% to the Baptist Strategy Building Scheme and as to 10% to the reserves of the Baptist Union Loan Fund. The Association may use their share for any of their charitable purposes.

11 INVESTMENT OF MONEY

If and so long as a Baptist Trust Corporation shall be a Holding Trustee or one of the Holding Trustees, monies in the hands of the Holding Trustees not immediately required for the primary purposes of these Trusts, may be invested in such manner as the Holding Trustees shall propose and the Church shall approve to the intent that the Holding Trustees and the Church together shall have the same full and unrestricted powers of investing in all respects as if the said monies were vested in an individual as absolute beneficial owner.

Money held by the Holding Trustees and not immediately needed by the Church will be invested as the Holding Trustees and the Church decide.

12 PROVISIONS IN MORTGAGES

In creating any mortgage under any of the powers of mortgaging herein contained the Holding Trustees may insert in such mortgage such power of sale and other powers and such covenants and provisions as they may think expedient including if it is thought desirable a provision for the continuance of the loan for any term therein specified

This is a technical legal requirement that allows money to be borrowed against the security of the Church Property.

13 THE TRUSTEES

13.1 Upon any professed exercise by the Holding Trustees of any power herein contained no person dealing with the Holding Trustees shall be bound or concerned to enquire whether

These are legal technical provisions protecting other parties dealing with the Holding Trustees.

13.1.1 the exercise thereof has been determined or authorised by the Church, the

Association or the Union or otherwise

13.1.2 in the case of any of the foregoing powers of raising money by Mortgage whether or for what purpose the money raised is required and

13.1.3 notwithstanding any impropriety or irregularity whatsoever in the exercise of any such power the same shall in relation to such person be deemed to be within the power under which it purports to be made and be valid accordingly

13.2 All Trustee Expenses shall be reimbursed to the Holding Trustees as appropriate

These Clauses provide ways in which the Holding Trustees can obtain payment of their expenses from the Church.

13.3 If after the expiry of six months written notice to the Church any Trustee Expenses shall remain due to the Holding Trustees, the Holding Trustees may (subject to any statutory regulations at the time being in force) dispose of the Church Property or any part thereof in such manner as they may in their sole discretion determine

13.4 Any balance remaining in the hands of the Holding Trustees after such reimbursement of Trustee Expenses shall be applied in accordance with provisions of Clause 9 hereof.

13.5 The power of appointing a new Holding Trustee shall be vested in the Church Meeting provided that if and so long as a Baptist Trust Corporation is one of the Holding Trustees no new or additional Holding Trustee shall be appointed without the previous written approval of that Corporation.

The Church Meeting can resolve to appoint new trustees. If a Baptist Trust Corporation is one of the existing trustees, it must be asked for consent.

14 DISPUTES

14.1 Should any issue as to the meaning construction or effect of any of the provisions hereinbefore set out pertaining to these Trusts arise between any two or more of the Parties, and cannot be resolved by those Parties then such issue may be referred, on application by any one or more of the Parties (but in the case of the Church or Church Members on application by not fewer than one tenth of the Church Members or five Church Members whichever number shall be the larger) for settlement by the Union (unless the Union is one of the

Sets out a procedure for resolving disputes between the Parties as to the meaning or effect of any of the provisions of these Trusts.

Parties) whose decision (whether by the Union or by an Arbitrator or expert appointed by the Union) shall be binding and conclusive on those Parties and all other persons concerned or interested therein.

14.2 The Union may, in its discretion, decline to entertain any referral under this Clause if it does not consider the subject matter of such referral to be of a sufficiently serious or relevant nature as to call for its intervention.

This Clause is intended to prevent trivial or irrelevant matters of dispute being referred to the Union.

14.3 The Union may not override any validly made determination of a duly convened Church Meeting or of the Association in regard to the subject matter at issue, when it shall appear to the Union that such determination was within the powers of the Church Meeting or the Association in regard to the subject matter at issue.

This Clause protects the autonomy of a properly constituted Church Meeting.

15 ALTERATION OF TRUSTS

15.1 Subject as hereafter mentioned it shall be lawful for the Church to request the Holding Trustee to revoke, vary, add to, amend or alter all or any of the provisions of these Trusts and the Schedule except as far as they relate

If a Church already having a Foundation Deed wants these Model Trusts adopted for its Church Property then, under the Baptist and Congregational Trusts Act 1951, the Model Trusts must be adopted in their entirety. In exceptional circumstances the Union may be willing subsequently to agree minor amendments at the request of the Church Meeting.

15.1.1 to the doctrines to be held and proclaimed or

The matters referred to in Clauses 15.1.1 to 15.1.3 are not capable of amendment by Model Trusts because of restrictions contained in the Baptist and Congregational Trusts Act 1951.

15.1.2 to the qualifications of the Ministers Deacons or Elders or Members of the Church or

15.1.3 the provisions of Clause 10.2 hereof or

15.1.4 to the charitable status of these Trusts.

15.2 No request of the Church under this Clause shall be effective unless or until the same shall have been submitted to and approved by the Union and given effect to by deed executed by the Holding Trustees.

Any agreed amendment to the Model Trusts for an individual church has to be incorporated into a formal Deed sealed by the Holding Trustees.

SCHEDULE TO THE BAPTIST TRUSTS FOR CHURCHES 2003

Principles for the government of a Baptist Church held on the Model Trusts for Church premises approved by the Baptist Union of Great Britain pursuant to the Baptist and Congregational Trusts Act 1951.

1 CHARITY

The Church must be constituted as a charity.

2 MEMBERSHIP

2.1 Persons may become or remain members of the Church if they profess their faith in God, Father, Son and Holy Spirit and hold to the deity of the Lord Jesus Christ and the authority of the Holy Scriptures and that interpretation of them usually called evangelical and commit themselves to serving Christ within the Church and beyond and to accept the authority of the Church Meeting and acknowledge their responsibilities as Church members.

2.2 If the Foundation Deed so requires the Church shall have closed membership that is to say no person shall be entitled to be a member unless they have been Baptised.

3 CHURCH MEMBERS' MEETING

Church members in Church Meeting shall meet together under the guidance of the Holy Spirit under the Lordship of Christ to discern the mind of God in the affairs of the Church, and as such, shall be the final decision making authority for all matters relating to all affairs of the Church save for those matters reserved for decision approval or action by the Holding Trustees.

4 CHURCH CONSTITUTION

The Church Constitution and any amendments shall contain provisions acceptable to the Holding Trustees and in conformity with the Model Trusts and the Foundation Deed (if any) which:

4.1 govern the calling, frequency, function and operation of Church Meetings, both Ordinary and Special:

4.2 regulate the admission to and termination of membership:

4.3 regulate the calling payment and dismissal of a Minister(s):

4.4 provide for the formation and function of the Diaconate or other body of Managing Trustees:

4.5 enable a Moderator of the Church to be appointed should the Church for the time being not have a Minister:

4.6 make provision for the possible dissolution of the Church.

Association Trust Company	Contact
Baptist Union Corporation Ltd East Midland Baptist Trust Company Ltd	Baptist Union Corporation Ltd Baptist House PO Box 44 129 Broadway Didcot Oxfordshire OX11 8RT Telephone: 01235 517700
Heart of England Baptist Association	Heart of England Baptist Association BMS Birmingham 24 Weoley Park Road Selly Oak Birmingham B29 6QX Telephone: 0121 472 4986
London Baptist Property Board	London Baptist Association Unit C2 15 Dock Street London E1 8JN Telephone: 020 7692 5592
Yorkshire Baptist Association	17-19 York Place Leeds LS1 2EZ Telephone: 0113 278 4954
West of England Baptist Trust Company Ltd	West of England Baptist Trust Company Ltd Little Stoke Baptist Church Kingsway Little Stoke Bristol BS34 6JW Telephone: 0117 965 8828

This is one of a series of *Guidelines* that are offered as a resource for Baptist ministers and churches. They have been prepared by the Legal and Operations Team and are, of necessity, intended only to give very general advice in relation to the topics covered. These guidelines should not be relied upon as a substitute for obtaining specific and more detailed advice in relation to a particular matter.

The staff in the Legal and Operations Team at Baptist House (or your regional Trust Company) will be very pleased to answer your queries and help in any way possible. It helps us to respond as efficiently as possible to the many churches in trust with us if you write to us and set out your enquiry as simply as possible.

The Legal and Operations Team also support churches that are in trust with the East Midland Baptist Trust Company Limited and Yorkshire Baptist Association (Incorporated). All queries relating to property held on trust by the YBA should, in the first instance, be addressed to the YBA Trust Officer, Ann Chesworth.

If your holding trustees are one of the other Baptist Trust Corporations you must contact your own Trust Corporation for further advice. A list of contact details is provided above. If you have private trustees they too should be consulted as appropriate.

Contact Address and Registered Office:

The Baptist Union of Great Britain (BUGB) is changing its legal status from a charitable unincorporated association to a charitable incorporated organisation (CIO). From 1 January 2020, BUGB will operate as a CIO with registered charity number 1181392.

Support Services Team, Baptist Union of Great Britain, Baptist House, PO Box 44,
 129 Broadway, Didcot OX11 8RT

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Website: www.baptist.org.uk Registered Charity Number: 1125912

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