

Paper P2b (an annexe to P2)

Law and polity advisory group

PLATO guidance document

Basic Information

Contact name and email address	Dr Augur Pearce, Secretary augur@dunelm.org.uk
Action required	Information only
Draft resolution(s)	None

Summary of Content

Subject and aim(s)	This guidance document, which has been circulated by PLATO for the benefit of Synod Trust Companies, is mentioned in para 3.5 of Paper P2. The advice will need to be made available to local churches, in a suitably compact and accessible form.
Main points	Responsibilities in regard to the use, maintenance and repair of local church buildings.
Previous relevant documents	
Consultation has taken place with...	

Summary of Impact

Financial	
External (e.g. ecumenical)	

Guidance to trust companies¹ and synod officers concerning the use, maintenance and repair of church premises and manses in England and Wales

Introduction

This guidance is issued on behalf of the Trust and Property Officers of the synods of the United Reformed Church² with the agreement of the Law and Polity Advisory Group and is for the directors and members of the URC Trust Companies associated with Synods and for Synod officers.

This guidance only applies to England and Wales. In Appendix 1 we set out an aide memoire or checklist of the issues discussed in this guidance.

This guidance is NOT CONCERNED with local church funds and other local church property.

Please refer to the existing URC guidance, denominationally and within synods, concerned with the mortgaging, sale and leasing of church and manse premises.

This guidance IS CONCERNED with the responsibilities of the Trust Companies (as trustees), synods and local churches for the use, maintenance and repair of local church premises and manses held by the Trust Companies on the trusts which are set out in the second schedule to the United Reformed Church Act 1972, as amended, (URC Act 1972). These trusts are hereinafter called ‘the URC Trusts’.

This guidance is issued following legal advice received by the law and polity advisory group on behalf of URC Mission Council concerning the relationship between local churches and Trust Companies with regard to trusteeship and the management of local church premises. Although this means that changes in the way Trust Companies operate may be necessary there is no cause for alarm. The URC Act 1972 has been in operation for over 40 years without any calamity befalling us. Many of the suggestions for better compliance with the legal advice are already being taken up, whether by the Trust Companies themselves or by synod officers, or by both working together.

Local church premises

Nature of occupation of church premises

- 1 In accordance with the URC Acts, the Trust Companies hold the local church premises on trust to allow them to be used for all or any of the following purposes and all proper ancillary purposes:
 - (a) the public worship of God **according to the principles and usages for the being of the United Reformed Church;**
 - (b) the instruction of children and adults;
 - (c) the promotion of other charitable purposes not inconsistent with the principles and usages aforesaid (for example, a church hall is used for social purposes ancillary such worship and otherwise for serving the life of the local church);

- 1 It is recommended that individual trustees of local church and manse premises be made aware of the issues which this guidance raises
- 2 Meeting as PLATO – synod officers will remember that PLATO is not an official council of the URC

such **use to be primarily by the members of the local church** and to be directed by the Church Meeting acting with due regard for the recommendations of the elders' meeting **and those Councils of the URC which exercise oversight of the local church.**

Note: As part of these uses, other persons or organisations may be allowed by a Trust Company (as trustee of the premises)³ to use the premises temporarily or occasionally or intermittently. This guidance refers to such periodic informal use as casual lettings and in more detail later. In law such use is under licence and licences vary in degree⁴ of formality.

2. The above local church use in paragraph 1 is conveniently described in this guidance as the primary trust for which the premises are held.
3. Whilst local churches use the whole of their church premises as above, the Trust Companies, generally, up to now have been content to let the situation be with synod exercising support – with regard to use, maintenance and ongoing repair of the premises as well as support and oversight of the mission, life and witness of a local church.
4. Our view of this position has changed in the light of the legal advice mentioned in the introduction. An important general duty of trustees is to protect their trust property. Broadly, the advice is that Trust Companies, as trustees of church premises, have an ultimate responsibility for seeing that the premises are properly used and maintained. However, the URC Trusts for both church premises and manses are clear that the Trust Companies **are not responsible for the cost of the repair and upkeep except to the extent of funds supplied to them for that purpose.** (URC Act 1972 sched 2 Pts 1 & 2 paragraph 4)
5. So, whilst Trust Companies, as trustees, are required to take an interest in the condition of local church premises in order to see that church premises are not falling into decline and hence losing their material value, they have no direct duty to repair and maintain unless they are put in funds. They have no direct responsibility for the repair and upkeep and cannot be liable to the local church for repairs.

Liability for repairs

6. It follows that a local church has to accept that an essential part of having the use of their premises is the commitment to maintain them and meet ongoing repairs (see structure of the URC para 2(1)(xiii) & para 2(2)(x). Ideally, each successive generation of members should 'leave the premises at least as good as they found them', which includes making good fair wear and tear. The responsibility for repair and maintenance falls on the elders and the local church meetings.⁵

3 The following section 'Casual letting of church halls' (para 14 et seq) deals with the casual letting of church premises and how local churches should be authorised to continue to casually let themselves. In law, casual lettings are called licences. The URC Trusts provide for licences in paragraph 3 (referring to permission for use temporarily or occasionally or intermittently) but saying that no lease or tenancy is to be created.

4 Across the synods these licences may be referred to as hiring, use of halls/premises, casual use etc. but as mentioned, in this guidance we refer to licences by local churches as casual lettings.

5 Note that where the premises are listed, listed building consents may still be required.

7. In practice, in many of our synods, the Trust Companies are not involved in the repairs because they are not put in funds. Low cost or simple repairs are dealt with by local churches themselves. In some synods local churches have to get permission to go ahead with repairs where the cost exceeds a specified amount and in some synods the synod officers and/or Trust Companies involve themselves in expensive repair work.
8. Agency is discussed later in this guidance (see para 21). The view is taken that local churches are not agents of the Trust Companies when carrying out repairs. However, the more apparent the involvement of the Trust Company or synod in the process of commissioning and managing the repair work, the more likely it is that a contractor will see the local church officers as agents of the company or synod.
9. There can be a fine line between repair and improvement. When does a repair become an improvement? For this reason some synods have thresholds whereby specified works should be referred to them at the earliest opportunity to determine whether a Trust Company's or synod's permission is needed in specified cases (for example, is the value of the work greater than £5,000? Is the work to a listed building? Is there some progressive condition, e.g. dry rot?).

Protecting the value of church premises and manses

10. Given the duty to protect trust property, it is suggested that if the following are or continue to be carried out (whether under the direction of Trust Companies, synod officers or the local churches); and the Trust Companies see the results; and maintain an oversight over the properties; and bring their concerns (where such arise) to the attention of the appropriate officers of the local churches and synod, the Trust Companies are fulfilling their duty of care:
 - quinquennial surveys of premises are carried out so that the Trust Company directors are aware of urgent and other work that **needs** doing and local churches are informed of the outcome and need for work to be carried out;
 - checks on suitable insurances being in place with full insurable values and that the policies are paid up.

Note: The interest of the Trust Company as trustee should be noted on the insurance policies for the buildings.⁶

11. Where a Trust Company is aware of a failing which materially affects the value of the premises or carries that risk or other risks and considers that action is necessary, it should bring its concern to the attention of the local church and synod and ask them to put in hand strategies to remedy the failing. This might run from the carrying out of a repair to the sale of the whole or part of the premises.

Liability to third parties for repair and under statutes

12. Legislation imposes duties on the occupier or the party with control of the premises such as:

⁶ If the local church is using Congregational & General or Ecclesiastical, there is no need to insist that they note trustees' interest, as both insurers are well aware of our structures.

- Occupiers Liability Acts 1957 and 1984
- Defective Premises Act 1972
- Landlord and Tenant Act 1989
- Control of Asbestos Regulations 2012
- Regulatory Reform (Fire Safety) Order 2005.

The view is taken that the local church is the occupier ⁷ or is in control of the buildings because they are the party who are the primary users of the buildings and in physical occupation. The Trust Companies are 'remote' and are obliged to allow the premises to be used by the local church for whichever of the permitted uses the local church directs, and it is the local church who are responsible for the repair of the building.⁸

13. However, as the local church are responsible for the repairs and this is the area of concern of most of the statutes, the view is still that the primary responsibility lies with them. The Asbestos Regulations specifically indicate that where there is more than one duty holder, the contribution by each in complying with the regulations is determined by the extent to which they owe any repairing obligation.

Casual lettings of church halls

Generally

14. When does a casual letting become a tenancy or lease? If a local church is in doubt, the synod or trust officers are there to be consulted. The question is important because under the URC trusts a local church cannot create a tenancy or lease of its premises or any part thereof. A lease or tenancy of church (or manse) premises may only be granted by the trustee by virtue of paragraph 2 with authority of the church meeting and approval of synod.

Casual lettings of church halls

15. Each Trust Company **will** have to deal with the casual letting of church premises because the URC Trusts paragraph 3 provides that it is the trustees of the premises who have this duty subject to the authority of a resolution of the church meeting. A Trust Company will have a choice of either dealing with the casual lettings themselves or delegating this function to each local church. As the Trust Companies have never assumed the function of managing the casual lettings of local church premises of which they are trustees, and it would likely be impractical and resource consuming to do so, it is assumed that they will wish to delegate this function. (Another reason is that local churches will expect to continue to deal with casual lettings of their premises themselves.)
16. We say the Trust Companies **will** have a choice because it is they who are charged with power to casually let but as yet they have no power to delegate this power to the local church. So, it is proposed that the Trust Companies will amend the URC Trusts⁹

⁷ The expression 'occupier' is not defined in the same way in the different legislation but the expression is sufficiently similar in each for us to use the expression generally in the context of this guidance.

⁸ It might be argued that a Trust Company also has control (for example, without formal delegation a Trust Company controls secondary users in casual letting – about which see later para 14) but if this were so, it would be a shared liability with the local church. This is a risk which has to be assessed and also is the reason why Trust Companies, as trustees, will seek assurance that local churches are complying with the respective regulations.

⁹ Using the statutory power of amendment in s. 280 Charities Act 2011

by passing resolutions allowing themselves to delegate the power of casual letting to the elders or their nominee(s). (It should be noted that the terms of the delegation can include conditions concerning such issues as asbestos checks and safeguarding.)

17. Appendix 2 sets out a precedent form for the resolution to be passed by a Trust Company for the amendment of the URC Trusts relating to the local church properties of which it is trustee giving itself the power to make the amendment. Appendix 3 sets out a precedent form for the actual delegation to the local church of the power to casually let the church premises.
18. The precedent for delegation sets out the basic terms. It is suggested that the Trust Companies identify risks where they may be liable materially or where their reputation or the URC's reputation may be harmed. Where a risk or potential risk is identified, a Trust Company may need to discuss with synod officers how the risk is to be mitigated. They may then wish to adapt the delegation accordingly, so that the risk is eliminated or mitigated. For example, a risk that there might be a failure to comply with legislation, regulations or trust law might already be identified in the risk register of the Trust Company; and now one of the actions taken to mitigate the risk of harm or the extent of loss might be to make appropriate provision in the instrument of delegation of casual lettings to local churches requiring them to meet the statutory obligations.

Alteration, enlargement, improvement, rebuilding and demolition of buildings

19. Unlike repairs and maintenance, where local church premises are to be improved, the URC Trusts say it is the Trust Companies who decide whether to permit alteration, enlargement, improvement, rebuilding, supplementation or demolition of church buildings provided there is a church meeting resolution and the approval of synod. (But the approval of synod is not required if the work does not substantially alter its character, appearance or value.) (see URC Act 1972 sched 2 Pts 1 & 2 para 2(a)).¹⁰
20. The Trust Companies should bear in mind that the greater the involvement of the Trust Company in the process of transacting of repairs, the greater is the risk that the local church or synod, as the case may be, may be regarded as acting as their agent. Agency is discussed next.

Agency – Liability for contracts

21. Regarding repairs and upkeep, contracts with which local churches are concerned will be those which church members themselves have authority to enter. A member or members (usually elders) will on the authority of church meeting enter the contract on behalf of the church and will sign it off (if it is even in writing) on behalf of the church. If the local church does not pay that contract the Trust Company is not liable. If the authority to enter the contract was granted by the elders or at a church meeting then those elders or members that passed the resolution may be personally jointly liable to pay the contract. If it is an individual member of the local church then that individual would be personally responsible. For contractors to claim against synod or the Trust Company, it is for them to ascertain who they are contracting with. The contractor cannot assume that he is dealing with the Trust Company as the person with legal title to the land. Effectively whoever concludes the contract with the contractor will be liable for any payments made under the contract. The contractor should carry out due diligence to make sure that they are contracting with a person with authority to enter the contract.

¹⁰ If the premises are listed, the listed building regime will apply.

22. Is the position altered if synod gives approval for the work? The risk is that the involvement of the synod and/or Trust Company gives the impression that a local church is their agent. The law would allow the contractor to treat a local church as an agent having ostensible or apparent authority to contract on behalf of synod and/or the Trust Company if either:
- someone holds a position that a third party contractor would normally expect that person to have authority to act on their behalf; or
 - where they have held out a person as having authority to act in a particular manner and the contractor has acted in reliance on this.
23. The first scenario is a possibility if the local church member is also an officer or member of the Trust Company or a synod officer. However, a contractor still has to carry out due diligence and find out who he is contracting with and if he thinks he is contracting with the church members, then that is who he contracts with.
24. With regard to the second scenario, the Trust Company and/or synod are unlikely to represent to a contractor that a local church has authority to bind them in relation to a contract. But say a third party contractor, in finding out who he is contracting with, phones the synod office or an officer of the Trust Company and asks if such a person is from the 'church' meaning do they have the authority to bind the synod or the Trust Company. The question might well be answered 'yes, that person is from the "church"', meaning they are a representative of the local church. This is an example how potentially synod and/or the Trust Company could give a contractor the impression that a person has authority to bind them. This is something that we should be alive to – i.e. people use the word 'church' interchangeably to mean any part of URC or the individual churches or their members.
25. As mentioned above, where church buildings are altered, enlarged, improved, rebuilt, supplemented or demolished the URC Trusts require Trust Companies to decide whether the work should go ahead (provided there is a church meeting resolution and, where required, synod approves). It does not automatically follow that whoever commissions the work is the agent of the Trust Company but in such cases it is important to be clear from the outset who the parties to the contract are to be and that it is understood what they are to be responsible for and that they are entering into a legal relationship with the other contracting party/s. The options for taking on the project and dealing with the contractors are that this might be done by a Trust Company, by a synod or by a local church or a combination of the local church and the Trust Company and/or synod.
26. The URC Trusts say that the Trust Companies may permit such work so the inference to be drawn is that the local church or synod carries it through rather than the Trust Company being put in funds but in some synods the Trust Company joins in the contract.

Vicarious liability – liability for negligence

27. The local church is responsible for insuring against risks associated with negligence or nuisance. These are risks associated with occupation and use of the premises. A visitor to the church buildings who is injured would usually have a claim against the local church as occupier. Because the Trustees are not responsible for the repair and upkeep of the land and buildings, buildings insurance should be maintained by the Church.

28. However, the difficulty faced by Trust Companies, as trustees, is that because the local church is an unincorporated association, it does not have a separate legal identity and cannot be sued as 'The Church'. The elders of the local church or 'management committee', or other individuals acting on behalf of church meeting, assume responsibility for the repair and upkeep of the buildings, and ensuring that they are safe; and it should be they who are sued as a group of individuals in their own names. Where premises are vested in Trust Companies, they will be likely treated as occupiers by claimants and will be the named defendants in any action. And if no insurance is in place, it is most likely that any claimant would pursue the Trust Companies as defendants as it would be perceived that they are more likely to be able to meet any claim. Normally, such pursuit would fail for the reasons given above.
29. Any negligence or nuisance claim against a local church is likely to involve the Trust Company. So, whilst it is the local church which has responsibility to maintain insurance in respect of these risks, it is in the interests of the Trust Companies, as trustees and owners, to ensure that each local church has a valid certificate of insurance in place.
30. A further reason for ensuring local churches have insurance is that synod and the Trust Companies may consider that they have a moral duty to meet any claim by a third party if a local church does not have adequate insurance cover and a group of individuals is likely to be sued in their own names and/or a victim will have an unmet justifiable claim.¹¹
31. It is also worth considering with insurance brokers whether any 'fall back' insurance may be purchased to protect your Trust Company (and synod) from liability where a local church may have failed to take out adequate insurance or such insurance has lapsed. This is another risk which should be assessed.
32. It is worth remembering that if a local church has permitted a third party contractor to enter the land or buildings, e.g. to carry out repairs, improvement or alterations to the buildings, again, any liability does not automatically extend to the Trust Company. If injury is caused to a third party by virtue of the contractor's activities, that will be the responsibility of the contractor.

11 It is therefore recommended that Trust companies/synods have a method of ensuring that all churches maintain proper and adequate buildings and liability insurance.

APPENDIX 1

Aide memoire/checklist for Trust Companies

General

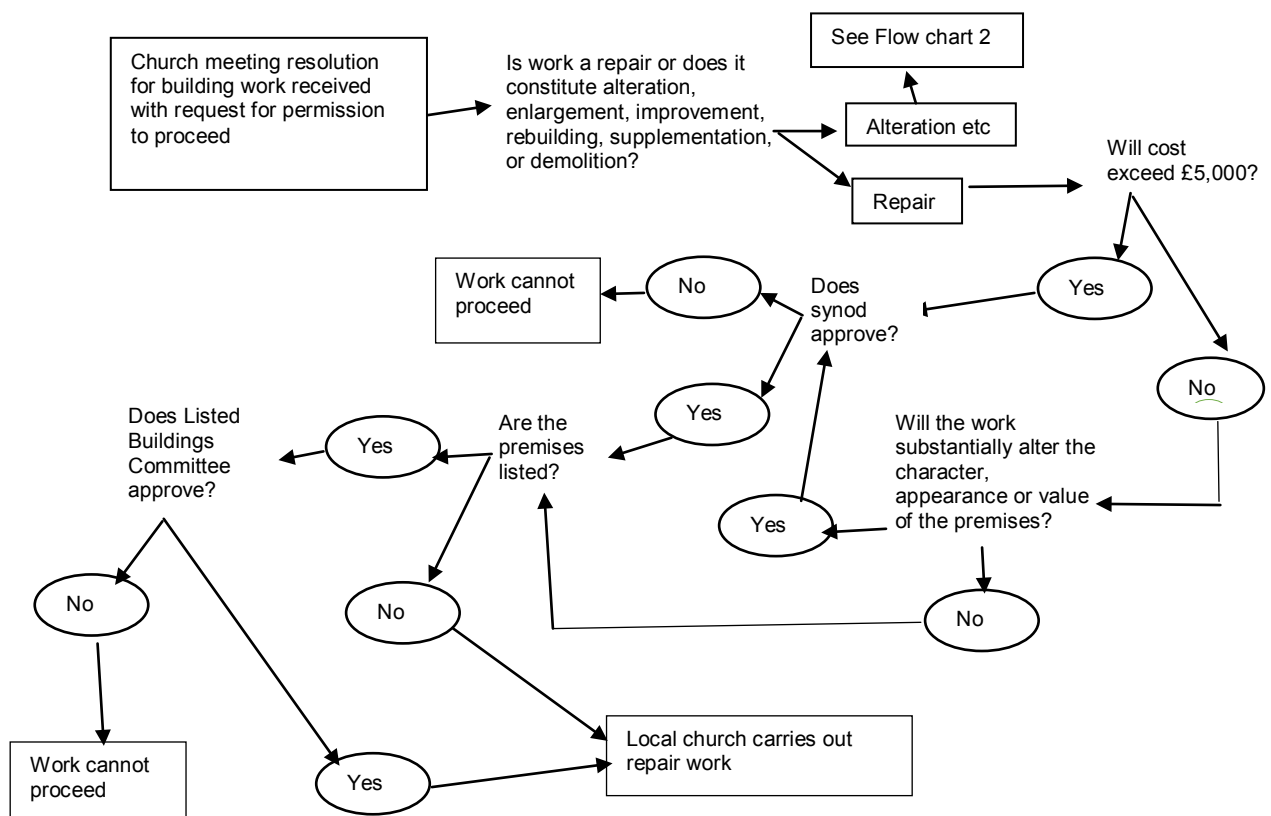
1. Satisfaction that:
 - a) quinquennial surveys/inspections are completed
 - b) suitable and appropriate insurances are kept on foot
 - c) Depending on risk assessments, additional items such as –
 - d) asbestos registers in place
 - e) gas and electricity checks been carried out.

2. Ensure company or synod has copies of the surveys and latest accounts. Where synod has these, ensure that the Trust Company is allowed to inspect them.

Repairs

3. Satisfaction that local churches are in a satisfactory state of repair or that any outstanding necessary repair(s) will be attended to in a timely manner.

FLOW CHART 1 (No action by Trust Company)

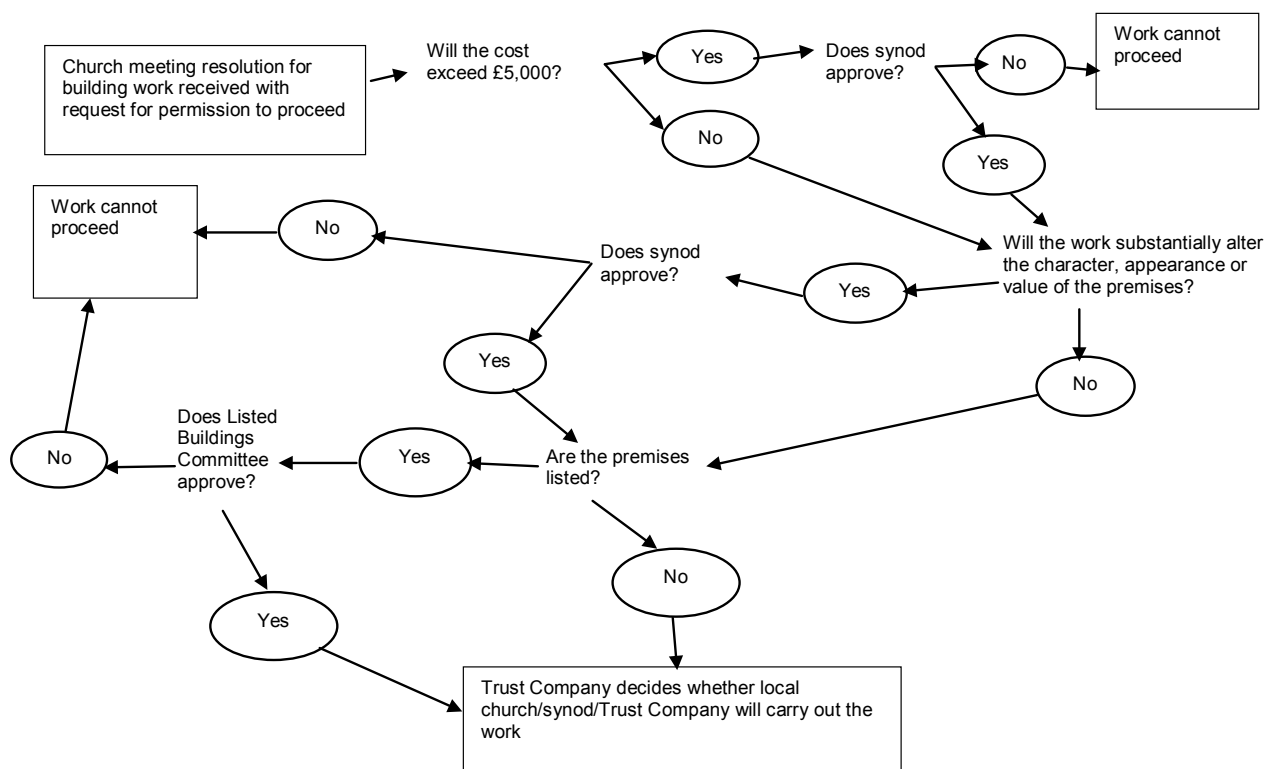


4. Where Trust Company is not satisfied about the state of repair, advise local church and synod of the Trust Company's concern(s) as trustee of the premises.
5. Where Trust Company identifies risks of harm to the material value of the premises or the reputation of the URC e.g. failure to insure suitably or comply with regulations, advise local church and synod accordingly.

Alterations, improvements etc

6. Determine whether repair work constitutes alteration, enlargement, improvement, rebuilding, supplementation or demolition.
7. Confirm church meeting resolution and synod approval.
8. Decide whether to allow the work to proceed.

FLOW CHART 2 (Trust Company makes the decision)



Agency

9. In carrying out repairs (minor and major) and alterations, improvements etc, determine who is responsible for what.

Casual lettings

10. Pass resolution under s. 280 Charities Act 2011 amending the URC Trusts to allow the Trust Company to delegate the power to casually let their premises to local churches.
11. Determine what conditions should be imposed on local churches before allowing them to casually let their premises.
12. Pass resolution(s) delegating to local churches the power to casually let their premises.

Appendix 2

Model document A

The following is a true extract from the minutes of a meeting of the Board of Directors of URC (X) Trust Limited held on ... #2016.

_____ Chairman _____ Company
 _____ Secretary

As charity trustee of the charities listed in the first column of the schedule to this resolution, comprising land used subject to the direction of the church meetings of the local churches of the United Reformed Church listed in the second column of the schedule to this resolution under the operative trust provisions set out in the relevant Part of the Second Schedule to the United Reformed Church Act 1972 or 1981, as indicated in the third column of the schedule to this resolution, UNITED REFORMED CHURCH (X PROVINCE) TRUST LIMITED hereby RESOLVES pursuant to section 280 of the Charities Act 2011 to modify the said operative trust provisions by the insertion of the following power to be exercisable by the charity trustees of each such charity for the time being in the administration of that charity.

Insert the following wording into the operative trust provisions after paragraph 3:

- 3A. (i) Subject to such conditions as they may specify in the authority, the trustees may authorise the members of the elders' meeting (or, if the church meeting shall by resolution so request, the members of a named committee of the local church) to exercise as their agents the function of granting or permitting temporary, occasional or intermittent use of the whole or part of the premises pursuant to paragraph 3 hereof.
 (ii) The authority of any agents so authorised shall encompass the negotiation of terms for such temporary, occasional or intermittent use (including whether payment is to be made) and execution on the trustees' behalf of an agreement stating the terms agreed.

This modification shall take effect from the First day of January 2015.

Charity comprising	Church Meeting	Operative trust provisions in (date indicates the URC Act of that year)
Anytown UR church site Chapel Terrace	Anytown URC	1981 Sch 2 Part I
Anytown URC manse, 28 Green Street	Anytown URC	1981 Sch 2 Part II
Bigtown UR church site Anytown Road	Bigtown URC	1972 Sch 2 Part I

Note: A copy of this resolution should be kept by the Trust Company with the documents of title relating to each of the properties in the first column of the schedule.

Once the resolution in Model Document A has been passed and recorded, the way is clear for delegation using Model Document B wherever the local church wishes to allow reputable use licences and understands the conditions. Trust companies may like to agree (or indeed, in many cases already have) a simple form of Licence Agreement such as is mentioned in condition 10. The Group Council and United Church Council given as examples in the third column of the schedule envisage that the churches concerned may be respectively (i) part of a group of churches and (b) occupying a building subject to a sharing agreement.

Appendix 3

Model document B

The following is a true extract from the minutes of a meeting of the Board of Directors of URC (X) Trust Limited held on ... #2016.

_____ Chairman _____ Company
Secretary

As charity trustee of the charities listed in the first column of the schedule to this resolution, comprising land used subject to the direction of the church meetings of the local churches of the United Reformed Church listed in the second column under the operative trust provisions set out in the relevant Part of the Second Schedule to the United Reformed Church Act 1972 or 1981 UNITED REFORMED CHURCH (X PROVINCE) TRUST LIMITED hereby authorises the members of the body, if any, named in the third column, or, if no body is named in that column, the elders' meeting of the local church listed in the second column, subject to the following conditions, to exercise as their agents the function of granting or permitting, pursuant to paragraph 3 of the relevant Part, temporary, occasional or intermittent use of the whole or part of the premises detailed in the first column.

CONDITIONS AND SCOPE OF THE DELEGATED FUNCTION

1. The power delegated is only 'to authorise or permit any person or persons, organisation or other body, other than the local church, to use the whole or any part of the premises detailed in the first column.
2. Such permission can only be granted when use of the space in question is not expected to be required by the local church.
3. The use must be **temporary, occasional** or **intermittent**. Use for storage is seldom occasional or intermittent; it must therefore be temporary. This requires a stated end date, though it does not prevent a fresh period of use being permitted from that date.
4. The use must be **'reputable'**. Ministers and elders* should bear in mind the effect on the reputation (and possible liability) of both the denomination and the local church if users were to make any illegal or immoral use of church premises. They should also bear in mind the statements of the General Assembly of 1974 which, whilst encouraging a sympathetic response to requests for religious or social use of church halls by groups of other faiths, discouraged such use of sanctuaries currently used for Christian worship.
5. At the same time, ministers and elders should recall that if a space is regularly let to individuals and groups outside the church (even without charge) this may constitute provision of a service or facilities to the public. Restricting its use on discriminatory grounds (such as nationality) would then in principle be unlawful. But some restrictions imposed for religious reasons and related to the proposed users' religion, belief or sexual orientation may be lawful. The law in this area is complex and

- ministers and elders who feel they (or their church meeting) may wish to impose such restrictions should raise the issue with the trust company **before** an actual situation arises.
6. The permission given (in law, a 'licence') **may not** create any lease or tenancy. It may not therefore give exclusive possession of any space, including storage space. The users must be made to understand that the trust company or the minister and elders as its agents, reserve the right to enter the space or relocate stored goods, at any time and for any reason. The minister and elders should feel free to act on this reservation.
 7. If users require exclusive possession or a more permanent arrangement, that cannot be granted under this delegation. They should instead negotiate for a lease and be put in contact with the trust company at an early stage.
 8. Permission can only be granted with the authority of a church meeting resolution. It is for each church meeting to decide whether it will give a broadly-worded authority for uses which the trust company (or the minister and elders on its behalf) think suitable, or impose specific conditions (so that any proposed use outside those conditions has to be referred to the meeting).
 9. The minister and elders may decide on the trust company's behalf whether use should be on payment or free of charge. The authorising church meeting resolution may lay down a policy on this, which must be followed. If a proposed use is not charitable in nature (e.g. it is political or makes a profit for the user) the preference should normally be to charge a rate comparable to other such premises in the locality. The costs of lighting and heating/air-conditioning should also be considered: these can be included in an all-embracing fee or charged for separately at cost. Any sums received must be paid into the general funds of the local church.
 10. The trust company supplies a simple form of Licence Agreement which should be used whenever permission is sought in advance for occasional or intermittent use (however short the use will be on each occasion), or for any storage or other use that will exceed a week. The Agreement should be signed by the user and on behalf of the minister and elders: a copy must be kept in the church office (and sent to the trust company on request).
 11. A record of permission granted under this delegation must be kept, detailing (1) the space used, (2) the duration and/or frequency of the use, (3) the purpose of the use, (4) the user, (5) any payment received, (6) whether the standard Licence Agreement was used and (7) any incidents, damage, etc., noted in connection with the use. A copy of this record is to be sent half-yearly to the trust company.
 12. Any serious incident or damage arising in connection with permission granted under this delegation must also be reported immediately to the trust company.
 13. The trust company remains entitled to revoke the delegation of this function or to amend these conditions. Notice of revocation or amendment will be communicated in writing through the church secretary.

*If another church body is listed in the third column of the schedule, references to ministers and elders should be read as referring instead to that other body.

Charity comprising	Church meeting	Agents of the trustee (if not the minister and elders)
Anytown UR church site Chapel Terrace	Anytown URC	
Anytown URC manse, 28 Green Street	Anytown URC	
Barchester UR church site, North Road	Barchester URC	West Bassetshire URC Group Council
Bigtown UR church site Anytown Road	Bigtown URC	Bigtown URC Halls Committee
St Ninian's URC mission hall, High Street, Churchtown	St Ninian's URC Churchtown	
Downtown United Free Church	Downtown URC	Downtown United Free Church Council