Document 2

**Trust Company Resolution**

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 local churches of the United Reformed Church listed in the second column under the trust provisions set out in the relevant Part of the Second Schedule to the United Reformed Church Act 1972 or 1981 the URC Thames North Trust hereby authorises the members of the body, if any, named in the third column, or, if nobody 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 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 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 permission 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 will instead require a lease the church must contact the Trust Company at any early stage.
8. Permission can only be granted with the authority of the 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 Church Meeting).
9. The minister and Elders may decide on the Trust Company’s behalf whether use should be on a 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 included

in an all-embracing fee or charged separately at cost. Any sums received must be paid into the general funds of the local church.

1. The Trust Company will supply a model form of Agreement to be used whenever permission is sought in advance for temporary, occasional or intermittent use (however short the use will be on each occasion). If in any doubt or for any storage or other use that is for a single period in excess of a week the church must contact the Trust Company. The Agreement should be signed by the user and on behalf of the Trust Company on request).
2. 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 annually to the Trust Company.
3. Any serious incident or damage arising in connection with permission granted under this delegation must also be reported immediately to the Trust Company.
4. 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 body is listed in the third column of the schedule, reference to ministers and Elders should be read as referring instead to that body.

*Table will be completed by the Trust Company in respect of all relevant churches*

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| **Charity Comprising** | **Church Meeting** | **Agents of trustee (if not the minister and Elders)** |
| Anytown UR church site Chapel Terrace | Anytown URC |  |