

Guideline Leaflet L01: Churches and Community Partnerships

This leaflet will be helpful for churches that are considering entering into a long term relationship with a community partner, such as another charity or a local authority. Free space in a church building can sometimes be utilised by a community project and this leaflet discusses the issues to be considered in formalising such an arrangement.

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.

L01: Churches and Community Partnerships

These notes are offered as guidelines by the Legal and Operations Team to provide information for Baptist churches.

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[L17 Legal and Operations Team – Regulatory Information](#)

These notes can never be a substitute for detailed professional advice if there are serious and specific problems, but we hope you will find them helpful.

If you want to ask questions about the leaflets and one of the Baptist Trust Companies are your property trustees, you should contact them. They will do their best to help.

If your church property is in the name of private individuals who act as trustees they may also be able to help.

LETTING PREMISES

Many churches let rooms to outside organisations on an occasional basis. Our guidelines leaflet PC10 *Hiring of Church Premises* is a useful guide.

Even longstanding letting arrangements may indicate little more than a casual commercial arrangement. Sometimes churches have the opportunity to work more closely and formally with a local authority or charity. These can become long term partnerships where working together and sharing resources and local knowledge may be mutually beneficial.

NEW OPPORTUNITIES

Many charities and local authorities need accommodation. Churches sometimes have spare accommodation. A strategic partnership might enable space in the church building to be used to help a community project. It can present many opportunities to enhance the profile of a church in the community. Churches are often keen to engage with such groups to express their faith in practical ways.

Sometimes the community activity attracts grant funding. This can provide money for upgrading church buildings bringing benefits to both the church congregation and those operating the community project. Many churches have older premises in challenging areas and an approach by a charity or local authority can seem like a wonderful opportunity. Money may be coming from central government to help regenerate an area or to tackle a particular aspect of social need. The people involved in these projects may well be dynamic, motivated, informed and keen to embark on a joint arrangement with the church.

PEOPLE AND CONTACTS

The initial contact may come from a local authority employee with specific responsibility for an aspect of community work, or a particular geographical area. A charity seeking premises for its work may also make contact.

Good relationships may develop with those promoting the project. They may recognise and affirm the church's mission and appreciate the valuable community work that is already being done.

From the church's perspective this approach is often very welcome. Problems with run down buildings, vandalism and endless repair bills will bring discouragement to many churches from time to time. The opportunity to improve buildings and security because of diversified use will increase the attractions of a formal partnership arrangement.

SHARING CAN BE HARD

Imagine you are going on holiday with another family. You may expect your time in a sunny seaside location to be totally enjoyable. In reality it might rain, the children may argue, you may find that your friends have different interests. 'Real Life' in all its raw reality will change your hopes of a fun-packed break into a dismal reality.

Sharing a building with an outside organisation can be the same. Relationships may be good, but the realities of sharing need to be considered in advance. There will be times when frustrations about who should deal with the dustbins, the gardening, and the burglar alarm that rings in the middle of the night, become overwhelming!!

We always want to encourage our churches to go forward in faith, but there also needs to be a realistic assessment of the long term nature of these partnerships and the fact that there can be a difference between the theory of sharing and the reality.

A church should consider whether a use intended by a tenant or partner is appropriate. One church felt that working with one high profile charity might be seen as excluding other community groups in their area.

CHANGES OF PERSONNEL

When a scheme is being negotiated positive relationships may be established. However, it is important to realise that the people involved in a project will change over time.

The dynamic enthusiastic negotiator of a community project that hopes to share your building and expresses sympathy with the church's aims and objectives may be replaced by someone involved in the day to day running of the project who is far less helpful and sympathetic.

PRAYER AND THE CHURCH MEETING: CHECKING THE DETAILS

Where facilities are shared there will be shared contributions to expenses. Arrangements need to be clear from the start to ensure there are no misunderstandings later.

Increased activity at your church premises will lead to increased bills. If a fixed rent is arranged that is inclusive of bills and charges for electricity, heating, water and other services, the church must be careful to assess the costs in advance with appropriate allowances for inflation.

Sometimes, if substantial improvements are made to the building by the partner organisation, there may be no rent. It is still important to ensure that a suitable arrangement is made for paying outgoings. This may need to include cleaning costs - especially if the church needs to employ contract cleaners to maintain a good level of service.

Churches often receive discounts because of their special status. Some water companies have recently tried to increase water charges to churches after finding that they are used mid week for community projects. At present it is unclear whether these attempts to increase the payments for water will be successful. Churches need to remember that a change of use could alter the basis for calculating charges.

The church may want to consider whether separate meters should be installed.

Churches are exempt from charges for the disposal of rubbish and possibly rates. Once again, difficulties could arise if the use of the church expanded substantially and it was felt that the church, or other users of the building, were receiving substantial income from activities that could be interpreted as 'commercial'.

If the church has responsibility for maintenance of a boiler that serves the whole building but also accepts an obligation to provide premises that are heated then funds should be reserved towards the cost of any unexpected and urgent repairs. This could apply to other important pieces of equipment.

The opportunity to engage in a strategic partnership with another social project provider can be the answer to many prayers. It can be the moment when the church looks outwards, thinks differently about the use of its buildings and resources. It can create new friendships and links with members of the local community in ways that might not otherwise have been possible.

Much prayer and thought needs to go into making the decision to engage in this kind of shared project. This could be God's moment of opportunity. This could be the start of many problems and frustrations. The church meeting plays a key role in Baptist churches in discerning God's direction for an individual church. Much will depend on your local area, your people, your buildings and the vision your congregation has for the future mission for your church.

A church that believes God is calling them to work more closely with older people may not want to enter into a strategic partnership with a pre-school nursery education provider.

All the opportunities and potential problems need to be considered carefully, after seeking the best possible advice.

In the end it will be the church members' meeting that decides whether or not to engage in a process of negotiation with the aim of creating a strategic partnership.

TAKING ADVICE

Do not enter into any binding arrangements until you have obtained the agreement of your church's property trustees. This will involve a discussion of general ideas in the early stages - with more detailed work later when the partnership arrangements 'take shape'.

It is vital that a full range of professional advice including legal advice is obtained at each stage of the project.

A surveyor will need to be involved in negotiating the arrangements and overseeing any building work. If there is to be a lease of part of the building the church will need to appoint a surveyor who is a fellow or professional Associate of the Royal Institution of Chartered Surveyors to advise on the terms. This is because formal advice from the surveyor will be needed to ensure the terms meet the requirements of the Charities Act 2011. Charities cannot normally sell or let property at less than market value.

If a lease is to be arranged the negotiation of the arrangements is usually set out in a non-binding summary document called 'Heads of Terms'. These would include reference to any capital payment, shared facilities, ongoing rent payments, charges for electricity, insurance and other services.

The Heads of Terms will outline the principle provisions proposed for a lease and form the basis of instructions to a solicitor in the preparation of the lease.

Solicitors need to be involved at an early stage to check the trust arrangements for the church and ensure there is no problem over the use of premises for community purposes. Sometimes very old church deeds simply refer to the use of the building for preaching and public worship. These problems can usually be overcome relatively easily but it is important to get these details right.

Advice may also be needed about insurance, VAT, or from a specialist engineer or conservation architect. It will depend on your building, your project and your plans.

Special care is needed to ensure that appropriate building permissions are obtained. This will often include Planning Permissions, Building Regulation Approval and, possibly, Conservation Area or Listed Building consents.

Do not forget that the church's property trustees should be consulted before alterations are made to the building. Please refer to the guidelines leaflet PC04 *Redeveloping or Altering Church Premises*.

It is important that all advisors have a formal appointment by the church and sufficient professional indemnity insurance cover.

OBTAINING AND PAYING FOR EARLY PROFESSIONAL ADVICE IS EXPENSIVE - BUT IT IS GOOD VALUE –

If possible, try to arrange for the prospective partner to meet the costs of investigating the project, whether or not it proceeds. This may be difficult to achieve.

The alternative is that the church will have to pay for initial advice. The church may feel this money is wasted if the partnership does not progress. In fact, it will be money well spent if the church was about to enter into an arrangement that was impractical or could never produce a fair return for the church.

Sometimes surveyors and solicitors are asked to endorse a 'deal' that is almost finalised. When they suggest improvements this is not welcome. Everyone can feel frustrated by the need to make adjustments to meet essential legal or other requirements.

Taking professional advice from an early stage is vital. It will save time and money in the end.

UNDERSTANDING THE DEAL

It is important for the church to recognise that it is making a significant contribution to a partnership arrangement of this kind by 'supplying' accommodation. You may think of your buildings as a 'millstone around your neck', a constant burden and a problem but they will almost always have some commercial value.

It is important to aim for 'best value' for the church. In considering the proposed arrangements you ask certain questions:

▪ Who wants to enter into the partnership?

It is important to identify who will be completing the legal documents.

Will it be a small charitable project or a larger authority who may have, in fact, received money from central government?

▪ What do they want from the church?

Local authorities and other charities do not offer money without expecting something in return.

It is important for the church to analyse exactly what is being asked of them. Sometimes this will mean giving up all their space except for reserved use on Sundays, Good Fridays and Christmas Day. The church will need to check whether access can be arranged, for example, for funerals, weddings and other special events.

Be realistic about the way your church's freedom of action will be restricted in future. The property value will be affected if you have granted a long lease. It may not be possible to sell your building to somebody else while the shared partnership arrangements continue.

Be realistic about the obligations the church is accepting.

Be realistic about the benefits of the arrangement.

These arrangements often involve long term commitments without a cancellation clause. Take care when checking Heads of Terms, leases and other documents - if you are not sure what they really mean ask your solicitors. You may not be able to change your mind for a very long time.

▪ Are there any conditions attached to any money that is offered?

Sometimes grant funding requires that money is spent on particular items. For example, funding may be available to pay for a new extension but may not be available to pay for redecoration of older parts of the building. Money may be available for capital purposes but not

be available to support the ongoing work and ministry of the church through salaries.

- **What are they offering?**

The surveyor will advise as to the Heads of Terms for a lease. There may be other benefits beyond the rental income that might be earned or a capital payment that might be made.

The enhancement of dilapidated buildings is a benefit. The provision of good car parking space is a benefit.

Do not assume that your church will be able to participate in the community project. Those involved in the initial negotiations may be enthusiastic in affirming your church's work in the community but this may not mean you have the opportunity to meet parents bringing children to a pre-school or to work with older people attending a day centre organised by an external charity.

A local manager of a project may not be enthusiastic about welcoming extra visits from members of the church and might feel that their presence is an intrusion. This would be a disappointing outcome but the church must not assume that it can use the activities of the 'guest' charity as an evangelistic opportunity.

- **What will it cost you?**

The church will need to be clear as to what it is losing. If the new partnership wants exclusive use of the building from Monday to Friday the church will need to be very sure that its own activities both now and in future, will not be interrupted.

If the building is to be shared it may be necessary to allocate times as well as spaces for particular activities.

What about increased 'wear and tear' and increased costs of cleaning materials and other consumables?

What about loss of other occasional letting opportunities?

- **What will they gain?**

It is important to identify what the partner will be gaining from the process. If the answer is 'cheap accommodation' then it might be time to think again about the wisdom of entering into the arrangements.

Only in the most exceptional circumstances can the church offer another charity preferential terms. Normally the Charity Trustees of the church (usually the minister, deacons and elders, or Leadership Team) must act in the best interests of their own organisation.

If there is a sense that the financial arrangements and sharing strategies are of mutual benefit then perhaps it is appropriate to investigate the opportunities further.

- **What is the role of the Baptist Union Corporation**

If the Baptist Union Corporation is the holding trustee of your church property they will need to be involved.

The Corporation has experience of other churches entering into strategic partnerships of this kind. We will offer the benefit of our experience but this is no substitute for your own individual professional advice.

The Baptist Union Corporation has a firm of solicitors, Anthony Collins of Birmingham, who will need to be involved in any legal work. Although documentation may not be needed until the terms have been finalised it is often useful to have a discussion with solicitors at an early stage

so that any potential problems can be highlighted, and avoided. Please contact Esther Campsall on telephone 0121 200 3242.

The Baptist Union Corporation also has a firm of retained surveyors, Rapleys, having acquired the chartered surveying firm of Biscoe Craig Hall, our previous surveyors. This firm has offices in London and several regional locations. They will be able to discuss your project - even if it is at a very early stage. This initial conversation with Rapleys is paid for by the Baptist Union Corporation. Please contact Adam Harvey on 07780 670356.

Rapleys have considerable experience on behalf of Baptist churches and others in negotiating this kind of commercial arrangement. Once again their experience will be invaluable in recognising problems and opportunities in good time.

As the holding trustees of the property the Baptist Union Corporation will have a responsibility to ensure that legal requirements are properly managed. The Corporation will generally follow the wishes of a church members' meeting provided there is no conflict between the decision that has been taken, and the general requirements of charity and property law.

BUILDING ALTERATIONS

Before proceeding too far with negotiations or building plans make sure you know the condition of your property. A full survey may not always be needed but make sure you know about its good and bad points.

Where alterations are required to an existing building the Baptist Union Corporation, as holding trustee, invites the church to provide information about the building project. Where a partner is involved this might be quite complicated.

The guidelines leaflet *PC04 Redeveloping or Altering Church Premises* sets out details of the information that is required. Where this information is being prepared by the church's own architect matters tend to be fairly straightforward. The church will have control over the specification, budget, design and any applications for planning permission or building regulation approval.

Where the design, applications for planning permission and the negotiations with contractors is managed by the partner organisation there can be difficulties.

They may not fully understand the need to involve the Baptist Union Corporation and delays may occur. They will be acting primarily for the benefit of their own 'customer'. They may have little idea as to how churches really function and care is needed to ensure that plans are properly prepared, checked, approved and the necessary planning permissions and other statutory consents obtained.

The church's own professional advisors and the advisors who act on behalf of the Corporation will need to be involved in this process.

Contracts, licences to build and lease documents will need to be prepared before the partner organisation can begin work on your premises. It is vital that these documents are completed properly and in good time - so be realistic and start this process long before the start date for construction.

Solicitors or surveyors (acting for the church and the Baptist Union Corporation) will need to understand the contract arrangements that apply if building work is to be undertaken.

If the contract is between the community partner and local builders then special arrangements need to be made to protect the church's interests. This will usually involve the preparation of some documents containing what are called 'collateral warranties'. These are technical documents that will be negotiated by your professional advisors. The need for 'collateral warranties' should be included in any specification or tender documents. This must be thought about in good time - they are very difficult to organise after building work has started.

Your potential partner does need to understand that they need to engage at a very formal level with the church's solicitors, surveyors and the Baptist Union Corporation. Informal or casual local discussions

between representatives of the charity and individuals from the church will not be sufficient.

TIME PLAN

From the moment when it is likely that a project will emerge from the initial discussions it is a good idea to set out a time plan. This may seem to be a little 'over the top' but understanding key dates will help to identify whether there is sufficient time to develop the project plan, clarify funding arrangements, obtain planning permission, and complete the building before the preferred date for opening the 'new' building. The danger of not having a time plan is that the activities that occur early in the project will proceed at a relaxed pace. There will be no urgency about producing plans, no urgency about applying for planning permission, but extreme pressure later on.

Neither the Corporation's nor the church's surveyor can comment on plans and specifications that have not been produced. The solicitors cannot prepare documents based on Heads of Terms and professionally drawn plans that do not exist!! This may seem obvious but many hours of frustration and difficulty can be avoided by the prompt provision of this paperwork.

It is understood that last minute minor adjustments may be needed but the core paperwork does need to be ready early enough for the papers to be properly reviewed.

The plans and specification need to be a reliable basis for the consideration of the lease terms by the surveyor and the preparation of legal documents reflecting the overall arrangement.

Many people make time plans as part of daily life. Preparing a meal will involve considering the length of cooking time for different foods and the time when the meal is to be served. When travelling we assess the length of our journey to ensure we arrive at our destination in good time.

Organising a time plan for a large project can be much more difficult. It may be necessary for a project planner to become involved if it is a complicated, large project. Any builder will assess the length of time and the number of people needed to complete building work to a pre-arranged finishing date.

There are computer programmes and charts that can be used to prepare a time plan. This can be a very useful tool for measuring progress as well as assessing the time needed for each task and showing critical dates for receipt of key information.

A simple time plan might involve specifying the order of tasks and allocating target dates for those tasks.

The advantage of having a written time chart (or list) is that it enables problems to be identified in good time, so the later activities can be properly scheduled. A project plan will allow you to identify early slippage against agreed time targets and for remedial action to be taken.

So, if your time plan says 'Detailed Design Drawings to be available in September' there is no point expecting them in July or August...

BUT IF they have not arrived by the middle of October that is the time to find out why...

MONEY

It is important to plan the expenditure in setting up the project.

How much is needed?

When is it needed?

There are certain factors which will increase legal and surveyor's costs.

Many of these problems relate to a lack of clarity in negotiating terms of the proposed arrangement. If the terms are not clear it is impossible for the solicitors to prepare documentation in a timely and cost effective manner.

Ideally, the partner organisation should be appointing their own professional advisors, particularly solicitors, to help them with the arrangements. Some charities, keen to reduce their own costs, choose not to obtain their own legal advice. This can increase the amount of work to be done by the church's solicitors because a greater amount of time explaining the various legal arrangements is required.

Solicitors and surveyors may need to be paid on a regular basis. They may not be able to wait until the transaction is completed before receiving any payment. There may, for example, be quarterly bills. It is, therefore, necessary for churches to prepare a cash flow forecast indicating how these costs are to be met during the stages when the project paperwork is in preparation.

Long delays in providing information lead to frustration and extra costs. It may be adequate to send a courier with the paperwork on the last possible afternoon of delivery - but - it is not particularly helpful especially if that work could have been organised better and the information provided at an early stage.

Changes of mind or delays due to indecision before or during a building contract can be very expensive.

It is most important that in all budgeting and in any building contract there is a sufficient sum for 'contingencies' - presently unforeseen costs and expenses. The allowance for alteration works should be higher than for new buildings. An allowance must also be made for VAT.

PROJECT MANAGEMENT

It is important that the church chooses a surveyor who has the time, skill and qualifications to properly manage the redevelopment project on behalf of the church. Even if the charity is providing the main building contractor the church and its advisors will want to know that the work is being done to a good standard. This could mean regular inspections by their own surveyor.

The surveyor will also be able to help monitor progress both in the design, planning application and tender processes.

If the surveyor is not able to take on this role of project management then somebody else needs to be appointed.

Professional project managers are engaged by large companies on big projects. This might not be appropriate for you. You may even feel it is a waste of the church's money (if the costs are not being met externally). However, a disorganised project may lead to increased costs, fees and expenses that might otherwise have stayed within budget.

Sometimes there is a church member who has suitable experience who is able to oversee the work, manage the project and bring the various elements of design, cost, legal documentation, building and final fitting to a satisfactory conclusion on the due date. This would be unusual.

It is much more likely that the church will need to use a surveyor or external project manager to help with this task.

ONE CHURCH - ONE CONTACT

It is understood that churches will want to have internal discussions as the project progresses. It is vital that church members are consulted and that work only begins after suitable church meeting decisions have been taken. This is not a matter for a few enthusiastic leaders acting alone.

However, for practical reasons, it is **vital** that a single person from the church acts as a point of contact with the surveyor, community partner, solicitors and the Baptist Union Corporation.

This avoids confusion, wasted time and wasted money.

The person must be carefully chosen. The individual needs to have the ability to understand some of the technical and legal requirements and be generally well organised. They must understand the need to stay 'on target' for time and money.

Poor management and poor liaison from the church can lead to frustration for others involved in the project. It is not a good advertisement for the church if contractors, lawyers, surveyors and other suppliers are annoyed because of constant delays and uncertainty.

If the church really does not have such a member it may be that someone from another local church can be invited to help.

CELEBRATIONS AND OPENINGS

The opening of a new project is always exciting. Members of the church will want to join with their new partner or guest organisation in celebrating the start of something that will be good for the community. The church building may have been enhanced and visitors will be pleased to see evidence of the church's life and vitality. They may be surprised by this. They may assume that the church has done nothing for years and has no ideas or initiative. An opening, a celebration is an opportunity for the church members to participate and make new contacts.

MANAGING THE LONG TERM RELATIONSHIP

Hopefully relationships between the church and the project partner will thrive. Minor misunderstandings will be resolved easily. Monies due to the church will be paid. The church will have no unforeseen bills that it cannot meet. Where rooms are shared practical arrangements will be made that ensure there is no squabbling over mugs, cleaning the kitchen floor, putting out the chairs or any one of the other 101 things you can think of that hinders co-operation between human beings.

It is wise to deal with any day-to-day problems or frustrations quickly, developing a regular contact and preventing similar misunderstandings in the future.

A lot of grace may be needed to achieve harmony in the management of this new arrangement.

It is also necessary to be business like about payments that are due to the church and the payments that are to be made by the church. Relationships will sour quickly if there is uncertainty or a failure to meet obligations.

Where rent or contributions to electricity, gas or other expenses are required by the lease documentation appropriate requests for payment should be submitted formally. Records of payment need to be maintained and accounts prepared.

There will be challenges and probably some difficulties. However, if the church has embarked on the project and is confident that this is the right thing for their congregation and part of the overall mission objective for their church, the opportunities are endless.

There can be real hope of growth for the church congregation. Prayer is necessary in the maintaining of the project partnership as much as in the creation of the original plan.

A PARTNERSHIP IN REVERSE

Sometimes churches have no suitable buildings. They are invited to join with another organisation in the shared use of their building. Sometimes local Councils keen to balance their own budget and provide community resources may invite a church to share a school building or sports hall.

The church will often need to take a lease of part of the building and make rent or other capital payments.

The principles of understanding 'the deal' clearly are equally applicable where the church is the smaller partner and the land or buildings are owned by somebody else.

Some churches have found this kind of partnership to be fruitful. One church was able to leave a very dilapidated building that could not be improved and obtained new accommodation, within their budget, in a community building mainly used as a sports hall.

Equal care is needed in understanding the relationships that are to be created. Areas such as kitchens, toilets, entrances, car parks and stairs still need to be shared and practical arrangements and plans made.

Advice from surveyors and solicitors is equally necessary where this kind of partnership arrangement is contemplated. The technical details, financial obligations and the legal arrangements can be quite complicated.

GUIDELINES LEAFLETS

The Legal and Operations Team produces a range of guidelines leaflets on a variety of topics. These are available from the Baptist Union website at www.baptist.org.uk.

The leaflets that are particularly relevant to this topic are:

- PC04 *Redeveloping or Altering Church Premises*
- PC05 *Construction (Design and Management) Regulations 2015*
- PC06 *Redeveloping or Building Church Premises – Contract Procurement – The Alternatives*
- PC09 *Selling Church Land or Premises*
- PC10 *Hiring Church Premises*
- PC11 *Churches and Leases*
- L11 *Control of Asbestos at Work Regulations 2012*
- LB01 *Introducing the Listed Buildings Advisory Committee*

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.

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:

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

Tel: 01235 517700 Fax: 01235 517715 Email: legal.ops@baptist.org.uk

Website: www.baptist.org.uk Registered CIO with Charity Number: 1181392

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