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THIS DEED OF CONSTITUTION is made the Eighteenth day
January of One thousand nine
hundred and sixty five by HUGH MACKENZIE DRUMMOND of 433 Hitchin Road

in the County Borough of Luton Planning Engineer ERIC WILLIAM FLAWN of
Kirkwick Lodge Kirkwick Avenue Harpenden in the County of Hertford Bank
Manager WILLIAM THOMAS DUNNING of 1 Felstead Close Luton aforesaid
Retired and BETTY STEPHENSON the wife of William Frank Stephenson of
259 Stockingstone Road Luton aforesaid Principal of College of
Technology (hereinafter together called "the Original Trustees")

WHEREAS at a meeting held in the Luton College of Technology on the
Twentieth day of October One thousand nine hundred and sixty four it
was unanimously resolved by the persons present acting on behalf of the
persons named in the Schedule hereto who have appended their respective
signatures to this deed in confirmation of such resolution that a
charitable trust (hereinafter called "the Charity") should be
established for the purpose of raising funds for the preservation
repair restoration improvement and ornamentation of the fabric of the
Parish Church of Saint Mary Luton in manner hereinafter appearing

N O W THIS DEED W I T N E S S E T H as follows :-

THE name of the Charity shall be "The Friends of Luton Parish
Church"

2. IN this Deed unless the context otherwise requires the following
expressions shall have the following meanings respectively :

- (i) "the Trustees" shall mean the Original Trustees or other the
trustees or trustee for the time being hereof
- (ii) "the Trust Fund" shall mean and include all moneys and other
assets from time to time paid or transferred to or otherwise
received by the Trustees for the purposes of the Charity under
the provisions of this Deed and all assets and moneys from
time to time representing or received in respect of the same
or any of the same
- (iii) "the Executive Committee" and "the General Committee" shall
mean the committees for the time being constituted in
accordance with the provisions hereinafter contained
- (iv) "Subscriber" shall mean any person who shall agree in writing
to pay to the Charity a sum of at least one guinea per annum

3. THE Trustees shall stand possessed of all capital assets (other
than capital moneys) from time to time transferred to or received by
them for the purposes of the Charity or otherwise in respect of the
Trust Fund Upon trust that the Trustees may either retain the same or

any of the same in their actual state of investment so long as the Trustees shall in their absolute discretion think fit without being liable for any loss thereby occasioned or may at the like discretion at any time or times and from time to time (but subject to any consents made requisite thereto by the Charities Act 1960 or any other statute in that behalf) sell or otherwise realise and convert into money the same or any of the same _____

4. THE Trustees shall stand possessed of the net proceeds of any such sale or other realisation and conversion as aforesaid and of all other capital moneys from time to time paid to or received by them for the purposes of the Charity or otherwise in respect of the Trust Fund Upon trust to invest the same at their discretion in the names or under the legal control of the Trustees in manner provided by law for the investment of trust funds _____

5. THE Trustees shall stand possessed of the capital and income of the Trust Fund and of all contributions and subscriptions from time to time received by the Trustees for the purposes of the Charity as hereinafter mentioned Upon trust to pay the same at such times and in such manner and upon such terms as the General Committee shall from time to time in their absolute discretion decide to the Parochial Church Council of the Parish of Luton to be applied by such Council for the preservation repair restoration improvement and ornamentation of the fabric of the Parish Church of Saint Mary Luton and the receipt of the person professing to be Treasurer for the time being of such Council shall be a full and sufficient discharge to the Trustees for all moneys or other assets so paid or transferred and the Trustees shall not be liable to see to the further application thereof _____

6. IN the execution of the trusts of this deed and for the purposes hereof _____

(i) the Trustees may from time to time and in any manner at their discretion solicit and accept from any person or persons donations contributions and subscriptions for the purposes of the Charity in such manner in all respects as the Trustees shall think fit _____

(ii) the Trustees shall from time to time at their discretion cause reports to be prepared of the affairs of the Charity and shall circulate any such reports to such persons or otherwise publish the same in such manner as the Trustees shall think fit _____

respect to the affairs of the Charity in accordance with section 32 of the Charities Act 1960 and shall cause such accounts to be audited by a member of the Institute of Chartered Accountants in England and Wales or some such similar body as often as the Trustees shall think fit and in any event not less often than once in every three years _____

8. (1) THE Executive Committee shall consist of _____
(a) The Trustees
(b) The Chairman Secretary and Treasurer if not a trustee
(c) The Vicar of Luton for the time being and
(d) Any person or persons from time to time co-opted by the Executive Committee _____

(2) The General Committee shall consist of
(a) The members of the Executive Committee
(b) The persons mentioned in the Schedule hereto and
(c) Such other persons as shall from time to time be elected at the annual meeting of the General Committee

and every member shall hold office until he shall give notice in writing to the Secretary of his desire to retire from the Committee Provided Always that any member who is absent from three consecutive meetings of the Committee shall be deemed to have given such a notice at the conclusion of the third such meeting unless the General Committee at such meeting shall otherwise decide _____

9. THE number of trustees shall be four and any person may retire from being a trustee or member of the General Committee at any time on giving notice in writing to that effect to the Secretary of the Charity and shall retire from being a trustee if he _____

- (a) shall become bankrupt or make any arrangement or composition with his creditors or
- (b) shall become of unsound mind or
- (c) shall for more than two years have been absent from the meetings of the Executive Committee or
- (d) shall be so requested by a resolution passed at the annual meeting of the General Committee

10. THE General Committee shall from time to time elect a President Chairman Secretary and Treasurer each of whom shall hold office for three years and shall be eligible for re-election. The President shall preside at the Annual Meeting but in the absence of the President the Chairman shall preside. The Chairman shall preside at all meetings of the Executive Committee _____

11. THE Secretary shall convene a meeting of the Executive Committee

as and when required to deal with the routine matters of the Charity and such Committee shall have full power to act on behalf of the General Committee in all matters not required to be attended to at an Annual Meeting _____

12. (1) IN the year One thousand nine hundred and sixty six and once in each subsequent year the Trustees shall convene a meeting of the General Committee (hereinafter referred to as "an Annual Meeting") which shall be open to all subscribers for the purpose of

(1) receiving a report from the Trustees on the affairs of the Charity and a Statement of the Accounts of the Charity for the year ended on the previous Thirty first day of December

(2) appointing a President Chairman Secretary and Treasurer

(3) filling any vacancies in the office of Trustee or on the General or Executive Committees and

(4) appointing any additional members of the General or Executive Committee as occasion may from time to time require

(5) transacting such other business (if any) as the Trustees shall think fit

(2) In addition to the Annual Meetings the Trustees may convene such further meetings of the General Committee as they shall think fit and shall convene such further meeting whenever required so to do by the requisition in writing of any five or more members of the General Committee or any ten Subscribers and within one month after the receipt of such requisition (unless prior to the receipt of such requisition a meeting of the General Committee shall already have been convened to be held within such period of one month) _____

(3) At an Annual Meeting only subscribers and members of the General Committee shall have the right to vote on any question _____

(4) Every meeting of the General Committee shall be convened by not less than ten days' notice in writing given by or on behalf of the Trustees to all the members of the General Committee stating the time and place of such meeting Provided Always that any accidental or unintentional failure to comply with this provision shall not invalidate any meeting of the General Committee which is otherwise duly constituted or anything done thereat _____

(5) There shall be a quorum of the General Committee when one third (or in the case of the Executive Committee when one half) of the members are present at a meeting and every question shall be determined by the majority of the members present and voting thereon and in case of equality the Chairman of the meeting shall have a second

or casting vote _____

(6) The Committees at their meetings may discuss and make recommendations and pass resolutions in respect of any matters relating to the affairs of the Charity and the Secretary shall cause proper minutes to be recorded and preserved of all meetings of the Committees _____

(7) Subject as hereinbefore provided the Committee may make such rules and provision for the regulation of its meetings and the conduct of its business as it shall from time to time think fit _____

13. ALL costs and expenses reasonably incurred from time to time by the Trustees in the execution of the trust hereof or otherwise in the performance of any of their functions hereunder shall be charged on and payable out of the Trust Fund and the income thereof in such manner as the Trustees shall think fit in priority to all other trusts herein declared concerning the same _____

14. ANY Trustee for the time being hereof being a solicitor or a chartered accountant or other person engaged in any profession or business shall be entitled to charge and be paid all usual professional or other charges for business done by him or his firm in relation to the trusts hereof _____

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written _____

THE SCHEDULE before referred to

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
Leslie G. Bowles	151 Old Bedford Road, Luton	<i>Leslie G. Bowles</i>
John Dandy	Greenacres, Lilley, Luton	<i>John Dandy</i>
J.L. Dickinson	268 Old Bedford Road, Luton	<i>J.L. Dickinson</i>
H.M. Drummond	433 Hitchin Road, Luton	<i>H.M. Drummond</i>
W.T. Dunning	1 Felstead Close, Luton	<i>W.T. Dunning</i>
Mrs. E. Evans	Greenacres, Barton-in-the-Clay, Bedford	<i>Green Evans</i>
Geoffrey Farr	5 Havelock Rise, Luton	<i>Geo Farr</i>
Eric W. Flawn	Barclays Bank Ltd. George Street, Luton	<i>Eric W. Flawn</i>
T.W. Haines	The Turning, Kinsbourne Green, Harpenden	<i>T.W. Haines</i>
D.H.C. Harland	St. Johns, Weathercock Lane, Woburn Sands, Bucks.	<i>D.H.C. Harland</i>
Bernard T. Henman	240 Old Bedford Road, Luton	<i>Bernard T. Henman</i>
Cecil Holloway	Flowers Breweries Ltd. Luton	<i>Cecil Holloway</i>
Leslie J. Merchant	Stockingstones, Park Road, Toddington	<i>Leslie J. Merchant</i>
H.G.W. Chichester-Miles	Steppingstones, Kinsbourne Green, Harpenden	<i>H.G.W. Miles</i>
Sidney Charlesworth	292 Old Bedford Road, Luton	<i>Sidney Charlesworth</i>

W. Howie	88 Temple Fortune Lane N.W.11.	<i>[Signature]</i>
S.G. Packe	38 Malzeard Road, Luton	<i>[Signature]</i>
J. Pessell	1 Ludlow Avenue, Luton	<i>J. Pessell</i>
J. Sargeant	8 Wychwood Avenue, Luton	<i>J. Sargeant</i>
C.F.C. Simeons	149 New Bedford Road, Luton	<i>C.F.C. Simeons</i>
Mrs. W.F. Stephenson	259 Stockingstone Road, Luton	<i>Betty Stephenson</i>
W.F. Stephenson	259 Stockingstone Road, Luton	<i>W.F. Stephenson</i>
J.D. Tearle	St. Clare, 7 Cutenhoe Road, Luton	<i>J. Douglas Tearle</i>
H.O. White	22 Compton Avenue, Leagrave, Luton	<i>H.O. White</i>
Mrs. P.M.F. Ball	52 Waller Avenue	<i>P.M.F. Ball</i>
N. Cole	"Derwent House" 50 Station Road, New Barnet	<i>Norman Cole</i>
J.E.A. Dony	9 Stanton Road, Luton	<i>J.E.A. Dony</i>
H.C. Lawrence	348 Old Bedford Road, Luton	<i>H.C. Lawrence</i>
Mrs. K.M. Milner	19 Clarendon Road, Luton	<i>Mrs. K.M. Milner</i>

SIGNED SEALED AND DELIVERED by the said }
 Hugh MacKenzie Drummond in the presence }
 of :-

Hugh M. Drummond

David J. Peck

SIGNED SEALED AND DELIVERED by the said }
 Eric William Flawn in the presence of :- }

[Signature]

David J. Peck

SIGNED SEALED AND DELIVERED by the said }
 William Thomas Dunning in the presence }
 of :-

W. T. Dunning

David J. Peck
Belkirk, Luton

SIGNED SEALED AND DELIVERED by the said }
Betty Stephenson in the presence of :- }

Betty Stephenson

David J. Kesh



DATED

18th January

1965.

THE FRIENDS OF LUTON
PARISH CHURCH

DEED OF CONSTITUTION

23-1-7

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RECEIVED
15.1.65