

DATED 18th March, 1974

P. R. W. F , AND OTHERS

DECLARATION OF TRUST
in relation to a Charity known
as "The Listeners"

THE FIRST TRUSTEES

THIS DECLARATION OF TRUST is made the Eighteenth day of March One thousand nine hundred and seventy four BY P R W F of the City of Southampton Chartered Accountant D J B of Shirley Southampton aforesaid Gas Engineer P P E of Highfield Southampton aforesaid Housewife H A K of Shirley aforesaid Schoolmaster A H M of Bassett Southampton aforesaid Clerk in Holy Orders G C M of Highfield aforesaid Medical Practitioner F P S of Highfield aforesaid and G C T of Southampton aforesaid University Lecturer (hereinafter called "the Trustees")

WHEREAS:-

RECITALS

- (1) It was lately proposed that a trust for charitable purposes only should be established and to that end the securities specified in the First Schedule hereto are to be transferred either into the names of the Trustees or with the agreement of the Official Custodian for Charities into the name of the said Official Custodian
- (2) Wherever hereinafter employed the expression "The Charity Fund" means the securities aforesaid all future accretions and additions thereto and the investments and property for the time being representing such securities accretions and additions
- (3) The Trustees wish the charity hereby established to be known as "The Listeners" (hereinafter called "the Charity") and to declare such trusts of the Charity Fund as are hereafter contained
- (4) It is contemplated that further property may hereafter be given to the Charity to be held upon the trusts hereafter declared

NOW THIS DEED WITNESSETH AND IT IS HEREBY DECLARED as follows:-

INVESTMENT

1. The Trustees (which expression wherever hereinafter employed shall include the trustees or trustee for the time being hereof) shall allow the Charity Fund to remain in the present state of investment thereof so long as they in their absolute discretion shall think fit or shall at such discretion sell call in and convert the same or any part thereof into money and invest the net proceeds of such sale calling in or conversion (and any surplus cash which is capital) in or upon any investments hereby authorised and may at such discretion as aforesaid from time to time vary such investments into any other or others of a like nature
2. Trust monies requiring investment under the trusts hereof may be invested in the purchase of or at interest upon the security of such stocks funds shares securities or other investments of whatsoever nature and wheresoever situated as the Trustees shall at their absolute discretion think fit to the intent that the Trustees shall have the same full and unrestricted powers of investing and

transposing investments in all respects as if they were absolutely entitled to the Charity Fund beneficially

MANDATORY
DISTRIBUTION
OF INCOME

3. The Trustees shall from time to time apply so much of the income of the Charity Fund as may be requisite to discharge all or any of the following (that is to say) all costs charges and expenses of or incidental to the preparation and completion of this deed the transfer of the securities the administration of the trusts hereof or the management of the Charity. Subject thereto the Trustees shall pay or apply the income of the Charity Fund to such charity or charities or for such charitable purpose or charitable purposes and in such proportions (if there shall be more than one recipient) in such manner and subject to such terms and conditions as the Trustees may at their uncontrolled discretion from time to time determine

DISCRETIONARY
DISTRIBUTION
OF CAPITAL

4. Subject to prior and adequate provision for or payment of all expenses or liabilities properly incurred by the Charity the Trustees may as to the whole of the Charity Fund at one time or as to part or parts thereof from time to time pay apply or transfer the same to such charity or charities or for such charitable purpose or charitable purposes in such proportions (if there shall be more than one recipient) in such manner and subject to such terms and conditions as the Trustees may at their uncontrolled discretion from time to time determine

FUTURE GIFTS
TO THE CHARITY

5. If any sum of money investments or other property real or personal shall be given to the Charity whether by way of donation subscription testamentary disposition or otherwise the Trustees shall be at liberty at any time and from time to time to receive the property so given which shall thenceforth be held upon the same trusts and with and subject to the same powers and provisions as are herein contained of and concerning the Charity Fund and as an addition thereto PROVIDED as follows:-

- (a) If special conditions shall be attached to any gift for the purposes of the Charity it shall nevertheless be lawful for but not obligatory upon the Trustees to accept and apply the same upon or subject to such conditions but otherwise as nearly as possible in accordance with the provisions herein contained; and
- (b) that upon the occasion of the receipt of any property so given the Trustees shall cause to be endorsed hereon or permanently annexed hereto a memorandum specifying the amount of any such money or particulars of any such investments or other property and particulars of any such special conditions as aforesaid

SEVEN YEAR
COVENANTS

6. The Trustees shall be at liberty to accept covenants entered into by subscribers with the Charity to pay specified sums to the Charity over specified periods under deduction of tax. The Trustees shall treat all sums so paid and Income Tax recovered in respect

thereof as general income of the Charity Fund and deal with the same in accordance with the provisions of clause 4 hereof

APPOINTMENT OF
NEW TRUSTEES

7.(1) Without prejudice to any other power of appointing new trustees a new trustee of the Charity may be appointed by resolution of a meeting of the Trustees and whenever a trustee is so appointed a memorandum of his appointment shall be prepared and signed and sealed by the person presiding at such meeting and by two other persons present thereat PROVIDED ALWAYS that such a resolution shall be deemed not to have been duly passed by a simple majority of votes if there shall be three or more trustees present at such meeting who shall have voted thereat against the resolution and shall all have required thereat that the appointment of the person named in the resolution be not proceeded with

(2) If a resolution to appoint a new trustee shall be so deemed not to have been duly passed but shall nevertheless not have been withdrawn then the power to appoint a new trustee or new trustees is hereby vested in The Church Society or in case that Society may be unable or unwilling to act then in The Church Pastoral Aid Society but without prejudice to the operation of sub-clause (1) hereof on the occasion of any later appointment

BANK ACCOUNT

8. The Trustees may from time to time open and maintain in their names a bank account or bank accounts at such bank or banks as they shall from time to time decide and may at any time pay any monies belonging to the Charity to the credit of any such account or accounts or place the same on deposit with any bank or banks and all cheques and orders for the payment of money shall be signed by at least two of the Trustees

MEETINGS AND
PROCEEDINGS OF
THE TRUSTEES

9.(1) The following provisions shall apply to meetings and proceedings of the Trustees:-

- (a) The Trustees shall hold an ordinary meeting at least once in each year. A special meeting may at any time be summoned by any two of the Trustees upon at least seven clear days' notice in writing being given to all their co-Trustees of the business to be transacted or discussed at such meeting
- (b) The Trustees shall at each of their meetings appoint one of their number to be chairman and as such he shall have a casting vote
- (c) Three of the Trustees present at a meeting shall form a quorum and (except as otherwise provided in clause 8 hereof) every matter shall be determined by the majority of the votes of the Trustees present and voting on the question
- (d) Any resolution of the Trustees may be rescinded or varied from time to time by the Trustees. Any requirement by three or more of them under clause 7(1) hereof may subsequently be withdrawn

- (e) The Trustees shall provide and keep a minute book in which shall be entered the proceedings of the Trustees and which shall be signed by the chairman at the conclusion of each meeting or at some future meeting if the minutes shall have been duly confirmed
- (f) The Trustees shall provide books of account in which shall be kept all proper accounts of all money received and paid respectively by or on behalf of the Trustees for the purposes of this deed. All proper statements of account in relation to the Charity shall in each year be prepared as prescribed by Section 32 of the Charities Act 1960 and Section 8 of that Act shall be duly observed
- (g) The Trustees shall arrange for the accounts to be audited yearly by a Chartered Accountant
- (h) The appropriation of benefits shall be made by the Trustees at their meetings PROVIDED that they may authorise any two of their number to make any payment required to be made in pursuance of such appropriation
- (i) The Trustees may from time to time appoint one or more of their number to be their secretary and/or treasurer without remuneration
- (j) Except in so far as they may be inconsistent with the provisions of this deed the Trustees shall have full power from time to time to make alter and rescind rules for the due administration and conduct of the business of the Charity

RETIREMENT OF TRUSTEES

- 10.(i) A trustee may retire from this trust either:-
- (a) By giving written notice of his intention to retire at an ordinary or special meeting of the Trustees;
 - (b) By giving at such a meeting oral notice of such his intention if he shall be present at that meeting in person;
 - (c) By giving written notice of such his intention to not less than two of his co-trustees such notice to be handed to them in person or sent to them by pre-paid registered post at their last known addresses
- (ii) A memorandum of every such notice with a note of the dates on which it was given and on which it became operative shall be entered in the minute book

MOTIVATION AND AIMS

11. The persons herein named as the Trustees wish to make the informal statement as to their motivation and aims which is set out in the Second Schedule hereto. Their statement is not intended to create any obligations enforceable at law or in equity.

PROFESSIONAL CHARGING CLAUSE

12. Any trustee for the time being who is a solicitor 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 by his firm in relation to the Charity and

the execution of the trusts thereof (including acts or business which might be done by the trustee personally and not requiring the employment of a solicitor or person engaged in such profession or business for the transaction thereof)

CONSTRUCTION

13. This deed shall be construed and take effect in all respects as if:

- (1) the First Schedule had been designated "the Schedule";
- (2) Clause 11 and the Second Schedule had been omitted;
- (3) Clause 12 and 13 had been numbered 11 and 12 and this present clause had been omitted; and
- (4) all the marginal notes (intended only to facilitate reference to the deed) had been omitted

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

THE FIRST SCHEDULE

PARTICULARS OF SECURITIES, ETC.

Holdings	Investments
1,650	The Ashdown Investment Trust Limited 25p Ordinary Shares
4,716	Austin Reed Group Limited 25p Ordinary Shares
£600	The Burmah Oil Company Limited Ordinary Stock
£2,870	Commonwealth of Australia 5½% Registered Stock 1977/80
2,250	The General Electric Company Limited 25p Ordinary Shares
4,000	London and Holyrood Trust Limited 25p Ordinary Shares

THE SECOND SCHEDULE
THE TRUSTEES' MOTIVATION AND AIMS

The foregoing Declaration of Trust gives the Trustees very wide powers and discretions but virtually no lead as to how they should be exercised.

Why this is so will be made clear by this informal statement, which we wish to make as the first Trustees.

Although this statement has no legal effect, its thinking underlies the creation of the trust and indicates how the trust is to be administered if its true intention is not to be betrayed.

It will be best for us to preface our remarks as to how we, and our successors, are to administer this trust by stating, as simply as we can, the reasons which have prompted us to enter upon this trusteeship.

We have each come to know Jesus Christ, the Son of God, as Redeemer and Lord. It is our duty and joy to find opportunities to serve Him and we look upon this trust as providing us with just such an opportunity. We humbly pray that the Lord may make and keep us fit for His service and accept and bless the service which we now offer.

We have no idea how God may wish the trust money to be used from time to time; but we are confident that we shall be given this knowledge at the time we need it. This confidence stems from our belief that God speaks to those who are prepared to listen and acts through those who are prepared to obey.

We shall approach the business of the trust not so much in a spirit of brisk concern to do something for God as in a spirit of supplication that He may be able to do something through us.

Whenever we meet as trustees, we shall accordingly ask God to take our minds, our wills and every faculty and skill we possess, and to consecrate them to His service. We shall further ask Him to give us listening ears and obedient hearts so that we may become effective instruments of His loving purpose. We shall then proceed to the matters in hand, fully assured that the Holy Spirit is present at our meeting, shaping our thoughts and decisions and giving them the impress and sanction of His Own Will.

We shall often be tempted to discouragement in face of the immensity of the need which confronts us and the inadequacy of the resources which we have at our disposal. When that happens, we will try to see, in what we have to

distribute, the five loaves and two small fishes of the Gospel story.
"Jesus is the same yesterday, and today, and for ever": by the time we have finished praising God for this, our courage will have been wholly restored.

SIGNED SEALED AND DELIVERED by the said P R W F

in the presence of:-

J. S , , , Bitterne Park, Southampton,
Accountant

SIGNED SEALED AND DELIVERED by the said D J B

in the presence of:-

J. S , as above

SIGNED SEALED AND DELIVERED by the said P P E

in the presence of:-

J. S , as above

SIGNED SEALED AND DELIVERED by the said H A K

in the presence of:-

J. S , as above

SIGNED SEALED AND DELIVERED by the said A H M

in the presence of:-

J. S , as above

SIGNED SEALED AND DELIVERED by the said G C M

in the presence of:-

J. S , as above

SIGNED SEALED AND DELIVERED by the said F P S

in the presence of:-

J. S , as above

SIGNED SEALED AND DELIVERED by the said G C T

in the presence of:-

J. S , , , Bitterne Park, Southampton,
Accountant