

This **SHARING AGREEMENT** is made the ____ day of _____ 20____
between

THE TRUSTEES FOR METHODIST CHURCH PURPOSES of Central Buildings Oldham Street Manchester M1 1JQ being a charitable body corporate established by the Methodist Church Act 1939 and registered charity number 1136358 (hereinafter called "the Board") of the first part

Susan Margaret Watts and Geoffrey William Batstone and others the members or such of the members as have attained full age of **WIRKSWORTH METHODIST CHURCH COUNCIL** (hereinafter called "the Methodist Church Council") whose collective address for service is 2 Derby Road, Wirksworth, Derbyshire, DE4 4AR of the second part

The Reverend **NEIL ADRIAN STUBBENS** being the Ecumenical Officer of the Methodist Church (hereinafter called "the Connexional Ecumenical Officer") of Methodist Church House 25 Marylebone Road London NW1 5JR of the third part

John Frederick Bayes and William Bowmer and others the Deacons of **WIRKSWORTH AND BONSALL BAPTIST CHURCH** (hereinafter called "the Deacons") whose collective address for service is 231 Main Street Calverton Nottinghamshire NG14 6LT of the fourth part and

THE EAST MIDLAND BAPTIST TRUST COMPANY LIMITED whose registered office is situate at Baptist House 129 Broadway Didcot Oxfordshire OX11 8RT being a company limited by guarantee with registered company number 00178555 and registered charity number 250068 (hereinafter called "EMBTC") of the fifth part

WHEREAS

1 The Sharing of Church Buildings Act 1969 (hereinafter called "the 1969 Act") has made provision for the making of Sharing Agreements between the Methodist Church and any Church of the Baptist Denomination for the sharing by them of Church Buildings

2 Wirksworth and Bonsall Baptist Church (hereinafter called "the Baptist Church") and the Methodist Church (hereinafter together called "the two Churches") wish to make a

Sharing Agreement pursuant to the 1969 Act for sharing the building (hereinafter called "the Church Building") more particularly described in the First Schedule hereto

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3 All the parties hereto have agreed to enter into this Deed upon the terms hereinafter appearing in order to fulfil that wish

4 The Church Building is vested in the Board as custodian trustees upon the model trusts of the Methodist Church for the time being contained in Part III of Schedule 2 to the Methodist Church Act 1976 and in accordance with Part II of Schedule 2 to the said Act the management of the Church Building and the exercise of any power or discretion expressed to be exercisable by the trustees or the managing trustees under the said model trusts are vested in the Methodist Church Council

5 Pursuant to Section 1(3) of the 1969 Act

5.1 The Board and the Methodist Church Council are party to this Agreement by reason of being respectively the body in which the Church Building is vested and the managing trustees thereof

5.2 The Connexional Ecumenical Officer is the person determined by the Annual Conference of the Methodist Church as a proper party to execute as respects the Methodist Church a Sharing Agreement relating to the Church Building

5.3 EMBTC, acting with the concurrence of Wirksworth and Bonsall Baptist Church members, is the appropriate Baptist authority

6 Pursuant to Section 1(4) of the 1969 Act

6.1 The consent of the Nottingham and Derby District of the Methodist Church (hereinafter called "the Methodist District") has been obtained

6.2 The consent of EMBTC, acting with the concurrence of a properly constituted meeting of the Baptist Church Members, has been obtained

7 This Agreement has been approved and ordered to be executed by a resolution passed

by a duly constituted meeting of the Methodist Church Council and is intended to be executed by two members of the Methodist Church Council upon whom the Methodist Church Council acting under Section 333 of the Charities Act 2011 has conferred authority

8 This Agreement has been approved and ordered to be executed by a properly constituted meeting of the Baptist Church Members' and is intended to be executed by two of the Deacons upon whom the Deacons acting under Section 333 of the Charities Act 2011 have conferred authority.

NOW THIS DEED made pursuant to the powers given by the 1969 Act **WITNESSETH AND IT IS HEREBY AGREED AND DECLARED** as follows

1 THE Church Building shall remain vested as heretofore but the purposes for which it is applicable shall include the purpose and provisions of this Agreement

2 2.1 THERE shall be a Joint Council of the two Churches for the following purposes

2.1.1 To settle any questions that may arise regarding the times at which the two Churches are to have the use of the Church Building

2.1.2 To advise those responsible for the maintenance and repair of the Church Building on behalf of the congregations of the two Churches regarding financial questions and particularly regarding any exceptional expenditure

2.1.3 To organise or to consider and if thought fit to approve proposals for the raising of such common funds as are to be raised by the congregation of the two Churches and

2.1.4 Generally to facilitate joint action and the settlement of questions of detail which may arise in the carrying out of this Agreement

2.2 The LEP Trustees as constituted by Clauses 22 to 51 of the Wirksworth Local Ecumenical Partnership Constitution made the twelfth day of September 2013 shall

exercise the functions of the Joint Council until and unless either the Methodist Church Council or a properly constituted meeting of the Baptist Church Members request that a Joint Council should be convened at a separate time in which event it shall be constituted in accordance with the Second Schedule hereto

3 3.1 THE two Churches shall be regarded in principle as having equal rights to the use of the Church Building and as being equally responsible for meeting the cost of management but if the Joint Council shall for any reason be of the opinion that some proportion other than equality should be adopted then some other proportion may from time to time be agreed by the Joint Council as representing

3.1.1 The proportion in which in principle the two Churches are entitled to use the Church Building and

3.1.2 The proportion in which they are responsible for the cost of management

but so that the two proportions need not necessarily be the same

3.2 Any such agreement shall be effected by a resolution of the Joint Council made with the consent of the Circuit Meeting on behalf of the Methodist Church and with the consents of a properly constituted meeting of the Baptist Church Members and the Regional Minister Team Leader and the Chair of EMBTC on behalf of the Baptist Church

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3.3 In this Agreement the "agreed proportion" means equality or such proportion other than equality as may at the time have been agreed under this Clause

4 4.1 THE responsibility for the management of the Church Building shall remain in the Methodist Church Council being the body responsible therefor immediately before the execution of this Agreement but in the future discharge of that responsibility the provision of this Clause shall apply

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4.2 The Methodist church Council shall generally consult the Joint Council on

questions of policy regarding expenditure on management and except in cases of emergency shall consult that Council before incurring unusual expenditure

4.3 The following shall be regarded as common costs of management namely

4.3.1 Rent mortgage interest insurance fiscal liabilities and other outgoings which are normally charged against income

4.3.2 The cost of repair of the Church Building and when necessary the replacement of fixtures and other furnishings goods and ornaments thereof (provided that this provision shall not extend to the cost of structural repairs to the main walls roof or foundations) and

4.3.3 The cost of upkeep including heating lighting cleaning and caretaking and the provision of necessary amenities other than amenities (such as books for use in a particular form of service) which are peculiar to one or other of the two Churches

4.4 So far as the same are not met out of funds raised as common funds it shall be the responsibility of the Methodist Church Council and the Baptist Church Members to provide in the agreed proportion the common costs of management and to reimburse the Methodist Church Council accordingly

4.5 If the sharing of the Church Building shall be terminated by notice under Clause 10 an account shall be prepared of the sums to be provided under this Clause up to the date of expiry of the notice all necessary apportionments being made as at that date and the Methodist Church Council and the Baptist Church Members shall be responsible for providing in the agreed proportion the sum found due on each account as soon as the same shall be ascertained

5 THE Methodist Church Council shall not incur substantial capital expenditure on the improvement of the Church Building without first consulting the Joint Council

6 6.1 FOR the improvement of the Church Building or for any purpose for which a capital sum is required in connection with the Church Building the Methodist Church

Council may with the consent of the Joint Council accept money from any person on the footing that it is to be regarded as a capital contribution made by the one or the other of the two Churches under this Clause

6.2 Such a capital contribution shall be spent for improvement or other capital purpose for which it is given and may be accepted on such terms as to repayment and otherwise as the Methodist Church Council shall authorise

6.3 The Methodist Church Council shall not accept any such capital contribution on any terms which have not been previously approved in writing by or on behalf of the Connexional Ecumenical Officer on behalf of the Methodist Church and by the Regional Minister Team Leader and by the Chair of EMBTC on behalf of the Baptist Church

7 THE Church Building shall be made available for worship in accordance with the forms of service and practice of each of the two Churches and the extent to which it shall be available for and the particular times at which it shall be used for the one form of service or the other shall be determined from time to time by the Joint Council guided for that purpose by the principle stated in Clause 3

8 AN invitation may be given to a minister or lay preacher of either of the two Churches to take part in conducting worship in the Church Building in accordance with the forms of service and practice of the inviting Church and such invitation may be accepted PROVIDED that in giving accepting or carrying into effect such invitation the persons concerned shall comply with any rules and directions in that behalf of each of the two Churches

9 SUBJECT to compliance with any rules or directions given in that behalf by either of the two Churches joint services may be held in the Church Building on such occasions as may be agreed between the Superintendent Presbyter and the Deacons

10 10.1 EITHER of the two Churches may by notice given under this Clause bring to an end the sharing of the Church Building

10.2 From the expiry of such notice the Church Building shall be held on the trusts or for the purposes on or for which it was held immediately before the execution of this

Agreement and this Agreement shall cease to have effect except for the purpose of settling accounts between the two Churches

10.3 Notice under this Clause by the Methodist Church shall be a notice in writing signed by or on behalf of the Connexional Ecumenical Officer given with the consent of the Methodist District to the Regional Minister Team Leader and to the Chair of EMBTC

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10.4 Notice under this Clause by the Baptist Church shall be a notice in writing signed by or on behalf of the Regional Minister Team Leader and by the Chair of EMBTC acting with the concurrence of a properly constituted meeting of the Baptist Church Members given to the Connexional Ecumenical Officer

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10.5 No notice given under this Clause shall be for less than six months unless the persons to whom it is to be given agree to accept shorter notice

11 IN this Agreement save when the context otherwise requires

11.1 "the Methodist Council" means the body appointed annually by the Annual Conference of the Methodist Church to act on behalf of the said Conference between the close of any said Conference and the opening of the next succeeding said Conference in accordance with Clauses 21(v) and 21(viii) of a Deed dated the 20th day of September 1932 made pursuant to Section 9 of the Methodist Church Union Act 1929 known as the Deed of Union

11.2 "the Methodist District" means the Nottingham & Derby District of the Methodist Church or such other District of the Methodist Church in which the Church Building is for the time being situate

11.3 "the Circuit Meeting" and "the Superintendent Presbyter" mean respectively the Circuit Meeting and the Superintendent Presbyter of the Circuit of the Methodist Church in which the Church Building is for the time being situate

11.4 "the Baptist Church Members" and "members of the Baptist Church" means the people in membership with the Baptist Church under the terms of either the Baptist Church constitution or the LEP Constitution

11.5 “the Deacons” means the charity trustees of the Baptist Church under the terms of the Baptist Church constitution or the LEP Constitution.

11.6 “the Regional Minister Team Leader” means the person appointed to that role by the East Midland Baptist Association and “the Chair of EMBTC” means the person appointed to that role by EMBTC.

11.7 Reference to the Methodist Council the Connexional Ecumenical Officer the Methodist District the Circuit Meeting the Superintendent Presbyter the Methodist Church Council, the Deacons the Baptist Church Members the Regional Minister Team Leader and the Chair of EMBTC includes a reference to the person or persons or body who by reason of any vacancy of office or any change in the constitution of either of the two Churches or the LEP is for the time being charged with the responsibilities of the person or body named

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IN WITNESS whereof the Board and EMBTC have hereunto caused their respective Common Seals to be affixed and the said Susan Margaret Watts and Geoffrey William Batstone and the Reverend Neil Adrian Stubbens and John Frederick Bayes and William Bowmer have hereunto set their respective hands the day and year first hereinbefore written

THE FIRST SCHEDULE hereto

ALL THAT piece or parcel of land situate at 49 Saint John’s Street Wirksworth in Derbyshire TOGETHER WITH the buildings erected thereon or on some part thereof and known as Wirksworth Methodist Church as the same is registered at HM Land Registry under Title Number DY447766

THE SECOND SCHEDULE hereto

Constitution of the Joint Council

In accordance with Clause 2.2 of this Agreement in the event that either the Methodist Church Council or a properly constituted meeting of the Baptist Church Members request

that a Joint Council should be convened at a separate time it shall be constituted as follows

1 The Joint Council shall consist of an equal number of members of each of the two Churches which number shall be six or such other number as the Joint Council shall from time to time determine

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2 The members of the Joint Council who are members of the Methodist Church shall consist of

2.1 The Superintendent Presbyter and the Minister in pastoral charge at the Church Building if a Methodist Presbyter who shall be ex-officio members

2.2 Four persons (or such other number of persons as may be required to complete the number of members of the Joint Council who are members of the Methodist Church) elected annually by the Methodist Church Council

3 The members of the Joint Council who are members of the Baptist Church shall consist of

3.1 The Minister in pastoral charge at the Church Building if a Baptist Minister who shall be an ex-officio member

3.2 Five persons (or such other number of persons as may be required to complete the number of members of the Joint Council who are members of the Baptist Church) elected annually by the Baptist Members' Meeting.

4 Ex-officio members may each appoint a deputy either generally or for a particular meeting to act in their place at a meeting when they are not present in person and such members present by deputy shall be deemed to be present at a meeting and their deputies may at the meeting exercise all the rights which they might have exercised

5 Members to be elected at an annual meeting shall hold office until the next annual meeting of the body which elected them and shall be eligible for re-election but if then no persons shall be elected in their places (unless otherwise expressly resolved by the body which elects them) they shall be deemed to have been re-elected for a further year

6 6.1 The Superintendent Presbyter or his/her deputy shall be Chairman of the Joint Council

6.2 When the Chairman is not available to take the chair those present shall choose one of their number to be Chairman for that meeting

7 The quorum at a meeting shall be four or such other number as the Joint Council may from time to time decide but so that no meeting shall be deemed to have a quorum unless at least two members of each of the two Churches are present

8 Every matter shall be determined by the majority of the members of the Joint Council present and voting on the question provided that in case of equality of votes the Chairman shall have a second or casting vote

9 A casual vacancy in the Joint Council shall not invalidate its proceedings

10 Subject to the foregoing provisions of this Schedule the Joint Council shall from time to time regulate its own procedure and shall cause minutes to be kept of all its meetings

THE COMMON SEAL of THE TRUSTEES FOR)
METHODIST CHURCH PURPOSES was hereunto)
affixed with the sanction of the two Members whose)
signatures are herewith subscribed)

CS

SIGNED as a DEED and DELIVERED by)
by the said SUSAN MARGARET WATTS)
in the presence of)

SIGNED as a DEED and DELIVERED by)
the said GEOFFREY WILLIAM BATSTONE)
in the presence of)

SIGNED as a DEED and DELIVERED by)
the said NEIL ADRIAN STUBBENS)
in the presence of)

SIGNED as a DEED and DELIVERED by)
the said JOHN FREDERICK BAYES)
in the presence of)

SIGNED as a DEED and DELIVERED by)
the said WILLIAM BOWMER)
in the presence of)

THE COMMON SEAL of THE EAST MIDLAND BAPTIST TRUST)
COMPANY LIMITED was hereunto in the presence of)

CS

SA *REGISTERED* by
THE METHODIST COUNCIL
on behalf of THE METHODIST CHURCH
this _____ day of _____ 20____
ASSISTANT SECRETARY OF CONFERENCE

REGISTERED by _____

on behalf of
THE WIRKSWORTH AND BONSALL BAPTIST
CHURCH
this _____ day of _____ 20____

DATED _____ 20__

THE TRUSTEES FOR METHODIST CHURCH PURPOSES
AND OTHERS

and

WIRKSWORTH AND BONSALL BAPTIST CHURCH
AND
THE EAST MIDLAND BAPTIST TRUST COMPANY LIMITED

SHARING AGREEMENT

relating to

Wirksworth Methodist Church
49 St John's Street
Wirksworth
Matlock
DE4 4DS

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Original draft received - on 18th November 2013
Amended by David Phillips for The Methodist Church Connexional Team - 6th January 2014
Amended by Jenny Smith for EMBTC and the Baptist Church – September 2014
Further amended by David Phillips for The Methodist Church Connexional Team - 23rd February 2015