

ST FAITH'S CHURCH MAIDSTONE

Reverend Jackie Cray
Priest in Charge
The Rectory
Church Road
Harrietsham
Kent ME17 1AP
Home tel. 01622 851822



St Faith's Street, Maidstone, ME14 1LH
E mail: Jackiecray@hotmail.co.uk

Dear Mr Harris,

I am writing to you as Chair of Maidstone Street Pastors an organization involving various Church denominations across Maidstone and working alongside the police on Saturday nights in the town centre. Maidstone Street Pastors is one of about 145 teams and they are all accountable to a local Management Committee and to the Ascension Trust the group that founded and oversees Street Pastors in the U.K.).

The Ascension Trust requires that Street Pastor teams are set up in cooperation with local Borough, Police and Churches. We already have church and police representation on the Committee- Town centre Sergeant John Marshall and P.C. Duncan Pallett but we need a Borough representative. I had approached Councillor Denise Joy as I knew she had some understanding of the work of Street Pastors. But she explained that I need to make a formal request and that there are certain procedures involved. I am therefore putting in a request for a Borough representative on Maidstone Street Pastor's Management Committee. We meet monthly in the evenings. We of course understand, that with people's busy schedules they will not be able to attend every meeting, but attending regularly would be important. I enclose a copy of our new Constitution which we hope will be adopted by members at our first AGM on 22nd May. I also enclose a copy of our Licence agreement with the Ascension Trust.

If there is any other information that you need, please don't hesitate to contact me.

Yours sincerely and hopefully

Rev. Jackie Cray.

Rev Jackie Cray (St Faith's Maidstone)

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Outside Bodies - 'Job Specification' Form

Name of Organisation	Maidstone Street Pastors	
Type of Organisation e.g. charity	Inter- denominational Church Charity	
Contact Details	Name	Rev Jackie Cray (Chair)
	Address	The Rectory Church Road Harrietsham Kent ME17 1AP
	Telephone number	01622 851822
	Email	jackiecray@hotmail.co.uk
	Website	www.streetpastors.org.uk Maidstone pages under 'current locations'
Mission and Objectives of Organisation	Street Pastors is an inter-denominational Church response to urban problems, engaging with people on the streets to care, listen and dialogue	
Role and responsibility of the Council representative? (e.g. Observer, Trustee, Director)	Member of Management Committee If constitution is adopted at AGM to become a Trustee of the Charity	
What do you hope to achieve through the relationship?	To be faithful to the terms and conditions of our licence with the Ascension Trust who expect us to work in partnership with both Borough and Police	
How often does the Organisation meet?	About once a month in the evening Sergeant John Marshall and P.C. Duncan Pallet share representing the police	
Desirable skills and experience from the Council's representative	To be someone who understands the importance of the night time economy. Someone who is sympathetic to Christian values and ways of working Someone who is concerned for the health and welfare of our young people (not just issues re drinking too much but general issues about their low self esteem, need of someone to listen etc.	
Terms of Reference Attached?	I've already sent a copy of our new Constitution and the licence agreement with the Ascension Trust (the body which We are accountable to)	
Any other information the Organisation wishes to add?	Street Pastors was pioneered in London by Rev Les Isaac Director of the Ascension Trust and has seen some remarkable results including drops in crime in areas where teams have been working.	

CONSTITUTION

of

MAIDSTONE STREET PASTORS

adopted on

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Name

1. The name of the association is Maidstone Street Pastors.

Objects

2. The association's objects are:

- i) To carry out "works" as **Street Pastors** in the area of the Borough of Maidstone. The details of the 'works' to be done are incorporated in
 - a) the signed License Agreement between Maidstone Street Pastors and Ascension Trust
 - b) the mandatory training given to Maidstone Street Pastors by Ascension Trust.

Powers

3. In pursuance of the objects set out in clause 2 (but not otherwise), the association shall have the following powers:-

- i) To improve, manage, develop, or otherwise deal with, all or any part of the property and rights of the association.
- ii) To engage such consultants and advisers as are considered appropriate from time to time.
- iii) To liaise with other voluntary sector bodies, local authorities, Government departments and agencies, and other bodies, all with a view to furthering the association's objects.
- iii) To take such steps as may be deemed appropriate for the purpose of raising funds for the association's activities.
- iv) To accept grants, donations and legacies of all kinds (and to accept any reasonable conditions attaching to them).
- v) To do anything which may be incidental or conducive to the furtherance of the association's objects.
- vi) Contact Ascension Trust for guidance as considered appropriate. Such matters may include finance, tax, legal and issues of a contentious nature that may impact local and nationwide Street Pastor projects.

General structure

4. The structure of the association shall consist of:-

- a) the MEMBERS - who have the right to attend the annual general meeting (and any special general meeting) and have important powers under the constitution; in particular, the members elect people to serve on the management committee and take decisions in relation to changes to the constitution itself. Members will comprise serving street pastors, regular prayer supporters constituting part of the prayer rota and any other person appointed by the management committee and holding a permanent position of responsibility within the association.
- b) the MANAGEMENT COMMITTEE - who hold regular meetings during the period between annual general meetings, and generally control and supervise the activities of the association; in particular, the management committee is responsible for monitoring the financial position of the association.

Qualifications for membership of Maidstone Street Pastors

5. Membership shall be open to any member of a Christian church supporting the work of Street Pastors in Maidstone
6. There must be a minimum of ten members.

Application for membership

7. Any person who wishes to become a member must sign, and lodge with the association, a written application for membership, which also includes an endorsement by their church minister and an endorsement either written or by telephone for Prayer team members. Street Pastors will also need a CRB
8. The management committee may, at its discretion, refuse to admit any person to membership.
9. The management committee shall consider each application for membership at the first management committee meeting which is held after receipt of the application; the management committee shall, within a reasonable time after the meeting, notify the applicant of its decision on the application.

Membership subscription

10. No membership subscription shall be payable, although each member will be invited to contribute the sum of £100.00 to cover the cost of their uniform and training.

Register of members

11. The management committee shall maintain a register of members, setting out the full name and address of each member, the date on which s/he was admitted to membership, and the date on which any person ceased to be a member.

Withdrawal from membership

12. Any person who wishes to withdraw from membership shall sign, and lodge with the association, a written notice to that effect; on receipt of the notice by the association, s/he shall cease to be a member.

Disciplinary procedures

12. Any Street Pastor that is deemed to be:-

- a) operating outside of this constitution, remit and agreed protocols of the association
- b) bringing the activities of the association into disrepute
- c) adversely affecting the health, safety and wellbeing of themselves, other members of the association or the general public in the course of their duties
- d) otherwise failing to serve effectively in their duties

is liable to disciplinary action.

13. Any member, having reasonable grounds to consider that another member has breached any of the conditions in clause 12, should first bring the matter to the attention of their designated team leader. The team leader will then decide whether the matter requires escalating to the management committee. If the matter concerns a team leader, the member shall have the right to refer the matter directly to any member of the management committee for resolution.

Under normal circumstances, the following escalation procedures will be followed:

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- a) informal discussion with the member concerning the identified issue
- b) formal verbal warning from the team leader
- c) referral to the management committee for a follow up interview with the member concerned
- d) final written warning
- e) suspension and expulsion

14. Any person may be expelled from membership by way of a resolution passed by majority vote at a general meeting (meeting of members), providing the following procedures have been observed:-

- (a) at least 21 days' notice of the intention to propose the resolution must be given to the member concerned, specifying the grounds for the proposed expulsion
- (b) the member concerned shall be entitled to be heard on the resolution at the general meeting at which the resolution is proposed.

15. The management committee may, at its sole discretion, suspend without notice and use disciplinary procedures if it considers that to allow the member to continue as part of the association would:-

- a) bring the activities of the association into disrepute
- b) present a risk to the health, safety and well being of the member in question, other members of the association or the general public
- c) any other such reason that the management committee deems to make the position of that member untenable

15. Any person expelled from membership of the association shall have the right to lodge an appeal against this decision within 7 days of having been served written notice of their expulsion. An appeal hearing will then take place where the expelled member may choose to be accompanied by their church leader or other nominated person. The appeal will be heard by the chairperson and at least two other members of the management committee. The decision of this hearing is final. No further appeals will be heard.

Street Pastors Maidstone are also required to work with certain related procedures as laid down by the Ascension Trust

General meetings (meetings of members)

16. The management committee shall convene an annual general meeting in each year; not more than 15 months shall elapse between one annual general meeting and the next.

17. The business of each annual general meeting shall include:-

- (a) a report by the chair on the activities of the association
- (b) consideration of the annual accounts of the association
- (c) the election/re-election of members of the management committee, as referred to in clause 30.

18. The management committee may convene a special general meeting at any time.

Notice of general meetings

19. At least 14 clear days' notice must be given (in accordance with clause 65) of any annual general meeting or special general meeting; the notice must indicate the general nature of any business to be dealt with at the meeting and, in the case of a resolution to alter the constitution, must set out the terms of the proposed alteration.

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20. The reference to "clear days" in clause 19 shall be taken to mean that, in calculating the period of notice, the day after the notice is posted, and also the day of the meeting, should be excluded.

21. Notice of every general meeting shall be given (in accordance with clause 65) to all the members of the association, and to all the members of the management committee.

Procedure at general meetings

22. No business shall be dealt with at any general meeting unless a quorum is present; the quorum for a general meeting shall be ten members, present in person.

23. If a quorum is not present within 15 minutes after the time at which a general meeting was due to commence - or if, during a meeting, a quorum ceases to be present - the meeting shall stand adjourned to such time and place as may be fixed by the chairperson of the meeting.

24. The chair of the association shall (if present and willing to act as chairperson) preside as chairperson of each general meeting; if the chair is not present and willing to act as chairperson within 15 minutes after the time at which the meeting was due to commence, the members of the management committee present at the meeting shall elect from among themselves the person who will act as chairperson of that meeting.

25. The chairperson of a general meeting may, with the consent of the meeting, adjourn the meeting to such time and place as the chairperson may determine.

26. Every member shall have one vote, which (whether on a show of hands or on a secret ballot) must be given personally.

27. If there are an equal number of votes for and against any resolution, the chairperson of the meeting shall be entitled to a casting vote.

28. A resolution put to the vote at a general meeting shall be decided on a show of hands unless a secret ballot is demanded by the chairperson (or by at least two members present in person at the meeting); a secret ballot may be demanded either before the show of hands takes place, or immediately after the result of the show of hands is declared.

29. If a secret ballot is demanded, it shall be taken at the meeting and shall be conducted in such a manner as the chairperson may direct; the result of the ballot shall be declared at the meeting at which the ballot was demanded.

Maximum number of management committee members

30. The maximum number of members of the management committee shall be twelve

Eligibility

31. A person shall not be eligible for election/appointment to the management committee unless he/she is a member of the association or a member of a supporting church - (see clause 5).

Election, retirement, re-election

32. At each annual general meeting, the members may (subject to clause 30) elect any member to be a member of the management committee. A maximum of two members

33. The management committee may at any time appoint any member to be a member of the management committee (subject to clause 30).

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34. Those officers elected at the Annual General meeting shall hold office from the conclusion of the annual meeting at which they were elected until the conclusion of the third annual meeting thereafter. one third retiring and being elected each year, but shall on retirement be eligible for re-election. Two Street Pastor representatives will be elected annually and will serve from the conclusion of the annual meeting at which they were elected until the next annual meeting. They are eligible for re-election for a maximum of two further years

Termination of office

35. A member of the management committee shall automatically vacate office if:-

- (a) he/she becomes debarred under any statutory provision from being a charity trustee (if currently a charity)
- (b) he/she becomes incapable for medical reasons of fulfilling the duties of his/her office and such incapacity is expected to continue for a period of more than six months
- (c) he/she ceases to be a member of the association
- (d) he/she becomes an employee of the association
- (e) he/she resigns office by notice to the association
- (f) he/she is absent (without permission of the management committee) from more than three consecutive meetings of the management committee, and the management committee resolve to remove him/her from office.

Register of management committee members

36. The management committee shall maintain a register of management committee members, setting out the full name and address of each member of the management committee, the date on which each such person became a management committee member, and the date on which any person ceased to hold office as a management committee member.

Officebearers

37. The management committee members shall elect from among themselves a chair, a vice-chair, a treasurer and a secretary, and such other office bearers (if any) as they consider appropriate.

38. One third of office bearers shall cease to hold office at the conclusion of each annual general meeting, but shall then be eligible for re-election with ref. to clause 34

39. A person elected to any office shall cease to hold that office if he/she ceases to be a member of the management committee or if he/she resigns from that office by written notice to that effect.

Powers of management committee

40. Except as otherwise provided in this constitution, the association and its assets and undertaking shall be managed by the management committee, who may exercise all the powers of the association.

41. A meeting of the management committee at which a quorum is present may exercise all powers exercisable by the management committee.

Personal interests

42. A member of the management committee who has a personal interest in any transaction or other arrangement which the association is proposing to enter into, must declare that interest at a meeting of the

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management committee; he/she will be debarred (in terms of clause 54) from voting on the question of whether or not the association should enter into that arrangement.

43. For the purposes of clause 42, a person shall be deemed to have a personal interest in an arrangement if any partner or other close relative of his/hers **or** any firm of which he/she is a partner **or** any limited company of which he/she is a substantial shareholder or director, has a personal interest in that arrangement.

44. Provided

(a) he/she has declared his/her interest

(b) he/she has not voted on the question of whether or not the association should enter into the relevant arrangement and

(c) the requirements of clause 46 are complied with,

a member of the management committee will not be debarred from entering into an arrangement with the association in which he/she has a personal interest (or is deemed to have a personal interest under clause 43) and may retain any personal benefit which he/she gains from his/her participation in that arrangement.

45. No member of the management committee may serve as an employee (full time or part time) of the association, and no member of the management committee may be given any remuneration by the association for carrying out his/her duties as a member of the management committee.

46. Where a management committee member provides services to the association or might benefit from any remuneration paid to a connected party for such services, then

(a) the maximum amount of the remuneration must be specified in a written agreement and must be reasonable

(b) the management committee members must be satisfied that it would be in the interests of the association to enter into the arrangement (taking account of that maximum amount)

(c) less than half of the management committee members must be receiving remuneration from the association (or benefit from remuneration of that nature).

47. The members of the management committee may be paid all travelling and other expenses reasonably incurred by them in connection with their attendance at meetings of the management committee, general meetings, or meetings of committees, or otherwise in connection with the carrying-out of their duties.

Procedure at management committee meetings

48. Any member of the management committee may call a meeting of the management committee or request the secretary to call a meeting of the management committee.

49. Questions arising at a meeting of the management committee shall be decided by a majority of votes; if an equality of votes arises, the chairperson of the meeting shall have a casting vote.

50. No business shall be dealt with at a meeting of the management committee unless a quorum is present; the quorum for meetings of the management committee shall be four.

51. If at any time the number of management committee members in office falls below the number fixed as the quorum, the remaining management committee member(s) may act only for the purpose of filling vacancies or of calling a general meeting.

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52. Unless he/she is unwilling to do so, the chair of the association shall preside as chairperson at every management committee meeting at which he/she is present; if the chair is unwilling to act as chairperson or is not present within 15 minutes after the time when the meeting was due to commence, the management committee members present shall elect from among themselves the person who will act as chairperson of the meeting.

53. The management committee may, at its discretion, allow any person who they reasonably consider appropriate, to attend and speak at any meeting of the management committee; for the avoidance of doubt, any such person who is invited to attend a management committee meeting shall not be entitled to vote.

54. A management committee member shall not vote at a management committee meeting (or at a meeting of a committee) on any resolution concerning a matter in which he/she has a personal interest which conflicts (or may conflict) with the interests of the association; he/she must withdraw from the meeting while an item of that nature is being dealt with.

55. For the purposes of clause 54, a person shall be deemed to have a personal interest in a particular matter if any partner or other close relative of his/hers **or** any firm of which he/she is a partner **or** any limited company of which he/she is a substantial shareholder or director, has a personal interest in that matter.

Conduct of members of the management committee

56. Each of the members of the management committee shall, in exercising his/her functions as a member of the management committee of the association, act in the interests of the association; and, in particular, must

(a) seek, in good faith, to ensure that the association acts in a manner which is in accordance with its objects (as set out in this constitution)

(b) act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person

(c) in circumstances giving rise to the possibility of a conflict of interest of interest between the association and any other party

(i) put the interests of the association before that of the other party, in taking decisions as a member of the management committee

(ii) where any other duty prevents him/her from doing so, disclose the conflicting interest to the association and refrain from participating in any discussions or decisions involving the other members of the management committee with regard to the matter in question

(d) ensure that the association complies with any direction, requirement, notice or duty imposed on it by UK law.

Delegation to sub-committees

57. The management committee may delegate any of their powers to any sub-committee consisting of one or more management committee members and such other persons (if any) as the management committee may determine; they may also delegate to the chair of the association (or the holder of any other post) such of their powers as they may consider appropriate.

58. Any delegation of powers under clause 57 may be made subject to such conditions as the management committee may impose and may be revoked or altered.

59. The rules of procedure for any sub-committee shall be as prescribed by the management committee.

Operation of accounts and holding of property

60. The signatures of two out of three signatories appointed by the management committee shall be required in relation to all operations (other than lodgement of funds) on the bank and building society accounts held by the association; at least one out of the two signatures must be the signature of a member of the management committee.

61. The title to all property (including any land or buildings, the tenant's interest under any lease and (so far as appropriate) any investments) shall be held either in the names of the chair, treasurer and secretary of the association (and their successors in office) or in name of a nominee company holding such property in trust for the association; any person or body in whose name the association's property is held shall act in accordance with the directions issued from time to time by the management committee.

Minutes

62. The management committee shall ensure that minutes are made of all proceedings at general meetings, management committee meetings and meetings of committees; a minute of any meeting shall include the names of those present, and (as far as possible) shall be signed by the chairperson of the meeting.

Accounting records and annual accounts

63. The management committee shall ensure that proper accounting records are maintained in accordance with all applicable statutory requirements.

64. The management committee shall prepare annual accounts, complying with all relevant statutory requirements; if an audit is required under any statutory provisions or if they otherwise think fit, they shall ensure that an audit of such accounts is carried out by a qualified auditor.

Notices

65. Any notices which are required to be given to a member under this constitution shall be in writing; such a notice may either be given personally to the member or be sent by post to the member at the address last intimated by him/her to the association.

Dissolution

66. If the management committee determines that it is necessary or appropriate that the association be dissolved, it shall convene a meeting of the members; not less than 21 days' notice of the meeting (stating the terms of the proposed resolution) shall be given.

67. If a proposal by the management committee to dissolve the association is confirmed by a two-thirds majority of those present and voting at the general meeting convened under clause 66, the management committee shall have power to dispose of any assets held by or on behalf of the association - and any assets remaining after satisfaction of the debts and liabilities of the association shall be transferred to some other charitable body or bodies having objects similar to those of the association; the identity of the body or bodies to which such assets are transferred shall be determined by the members of the association at, or prior to, the time of dissolution.

68. For the avoidance of doubt, no part of the income or property of the association shall (otherwise than in pursuance of the association's objects) be paid or transferred (directly or indirectly) to the members, either in the course of the association's existence or on dissolution.

Alterations to the constitution

69. Subject to clause 70, the constitution may be altered by a resolution passed by not less than two-thirds of

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those present and voting at a general meeting, providing due notice of the meeting, and of the resolution, is given in accordance with clauses 17, 18 and 19.

70. No amendment to clauses 3, 45, 67 or 68 of the constitution may be made if the effect would be that the association would cease to be a charity (if currently a charity) or breach the terms of the signed License Agreement between Maidstone Street Pastors and Ascension Trust.

Interpretation

71. For the purposes of this constitution,

(a) The Council of Reference shall mean the group of people / office holders established specifically for this role.

(b) the expression The Borough of Maidstone shall mean the administrative area currently known as the Borough of Maidstone, Kent, United Kingdom

72. Any reference in this constitution to a provision of any legislation shall include any statutory modification or re-enactment of that provision in force from time to time.

Initial members of the management committee

73. ~~The initial members of the management committee, and the positions held by each, shall be as set out below.~~

Chair: Rev Jackie Cray

Vice Chair: ~~Mr Graham Tanner~~

Secretary: Miss Katy Rogers

Treasurer: ~~Vacant currently~~

Committee Member: Rev Jonathan Jankowski

~~Committee Member: Mr Paul Davis~~

Committee Member: *after the AGM there will be two Street Pastors voted on by their peers*

~~Committee Member:~~

Borough representative

Police attendance: Town centre Sargeant John Marshall

P.C. Duncan Pallett

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This constitution was adopted on

Signature	Name	Address	Position
	Rev Jackie Cray	The Rectory, Church Road Harrietsham Kent ME17 1AP	Chair
	Mr Graham Tanner	8 Fallowfield Close Weaving, Maidstone ME14 5TW	Vice Chair



Street Pastors Licence Agreement

A Document of Understanding and Expectations

1 Introduction

- 1.1 The relationship between Ascension Trust ("AT") and each local Street Pastors Initiative ("local SPI") is fundamental to the success of the work. The purpose of this agreement is to ensure that the local SPI has a clear understanding of what AT expects of them and what to expect from AT.
- 1.2 This agreement is also intended to ensure that all local SPIs are committed to a common set of principles and standards and that Street Pastors' reputation and intellectual property are protected in the interests of all stakeholders.
- 1.3 This agreement supersedes and replaces all previous agreements either oral or written between AT and the local SPI.

2 Key fixed principles and standards

- 2.1 The local SPI must commit to the Street Pastors' Code of Conduct and to our distinctive ethos, i.e.
 - We are non-judgemental and will give time and unconditional love to anyone and everyone by way of listening, caring and helping;
 - The gospel is what motivates us but it is not at the forefront of what we say; we are about helping people to improve their lives and integrate into society;
 - We work in partnership with the Police and Local Councils (the "Urban Trinity") and are willing to work with a range of local voluntary and statutory organisations in order to reach and help those in need.

3 Grant of the licence

- 3.1 AT hereby grants to the management committee of the local SPI a non transferable, exclusive licence to carry on the work of Street Pastors and Related Projects in [MAIDSTONE, KENT] in accordance with the terms and conditions set out in this agreement.
- 3.2 AT hereby grants to the local SPI the right to use all intellectual property associated with the Street Pastors movement and Related Projects. Intellectual property for the purposes of this agreement includes the trade marks, copyright, designs, drawings, logos, patents, confidential information, systems, methods, computer software, computer programmes, DVDs, websites, training manuals, all operating procedures, processes, policies and practices included in the Coordinators' Pack and any other intellectual property which has been developed or will be developed in future by or on behalf of AT or any other person associated with the Street Pastors movement.

4 Related projects

- 4.1 "Related Projects" includes the School Pastors movement and any other projects initiated in the future by AT, local SPIs or any other person(s) associated with local SPIs as an extension of the Street Pastors movement.
- 4.2 The local SPI or any other person(s) associated with the local SPI may only develop and initiate Related Projects with the prior knowledge and consent of AT. AT shall be the legal owner of all intellectual property and any other rights associated with all such Related Projects and the local SPI shall at the request of AT execute such deeds or other instruments as may be necessary or desirable for vesting such rights in AT

5 Licence fee

Each local SPI shall pay a fee of 15% of all income they receive in exchange for the right to carry on the work of Street Pastors and Related Projects and the right to use all intellectual property associated with the Street Pastors movement and Related Projects. "Income" includes all donations, grants or other funds received by the local SPI. The local SPI shall complete and submit to AT a Licence Fee Request Form (see the Coordinators' Pack) in respect of each quarter and pay the licence fee on a quarterly basis three months in arrears no later than 31st March, 30th June, 30th September and 31st December of each year.

6 Term

This agreement shall commence on the date of execution and shall thereafter remain in force unless terminated in accordance with the Termination clause (see page 6) of this agreement.

7 The Coordinators' Pack and other Materials

- 7.1 The local SPI hereby agrees to comply with the most up to date guidelines, policies and procedures included in the Coordinators Pack. AT reserves the right to review and amend the guidelines, policies and procedures contained in the Coordinator's Pack as well as other Materials as and when necessary in light of changes to legislation and best practice. AT shall not however make any amendments which are manifestly unreasonable.
- 7.2 "Materials" for the purposes of this agreement means designs, drawings, logos, patents, confidential information, systems, methods, computer software, computer programmes, DVDs, websites, training manuals and all policies, procedures and guidelines other than those included in the Coordinators' Pack.

8 Quality control and risk management

- 8.1 Both AT and the local SPI hereby make the following commitments in the interests of quality control, risk management and the effective coordination of Street Pastors Initiatives throughout the UK and overseas:

8.2 The local SPI's initial commitments

The local SPI shall:

- a. Commit to working in accordance with the terms and conditions of this agreement, the Street Pastors Code of Conduct, the Street Pastors ethos and the most up to date guidelines, policies and procedures in the Coordinators' Pack;
- b. Establish a management board comprised of members from a minimum of 4 local churches of different Christian denominations;
- c. Appoint a coordinator and submit their contact details to AT within one (1) month of their appointment;
- d. In the event that the coordinator or any member(s) of the management group leaves the local SPI, notify AT in writing and submit contact details of their replacement within one (1) month;
- e. Ensure that the coordinator attends an AT Coordinators' Training Programme (to be held in January and July each year) as soon as possible and that newly appointed coordinators attend an AT Coordinators' Training Programme within six (6) months of their appointment.
- f. In the interests of efficiency and continuity, ensure that the management committee at all times includes one (1) member in addition to the coordinator who has attended an AT Coordinator's Training Programme.
- g. Recruit Street Pastors in accordance with the "Application and Selection Procedure" set out in **Schedule 1** to this agreement;
- h. Train Street Pastors volunteers in accordance with the Training Guidelines set out in **Schedule 2** to this agreement.
- i. Register with the Charities Commission in the event that the local SPI's annual income exceeds £5,000.
- j. Notify the Information Commissioner's Office ("ICO") and comply with all requirements in the event that the local SPI's operations are conducted in a way which would require such notification under the Data Protection Act.

8.3 *The local SPI's commitments on an ongoing basis*

The local SPI shall:

- a. Take reasonable steps to ensure that all Street Pastors volunteers carry on the work of Street Pastors in accordance with this licence agreement (including the schedules), the Street Pastors Code of Conduct, the Street Pastors ethos and the most up to date guidelines, policies and procedures in the Coordinators' Pack;
- b. Comply with all reasonable advice and instructions given by AT's management or their appointed representative(s) with regards to their Street Pastors operations;
- c. Comply with all legislation and regulations including in particular, legislation relating to Charity law, Child Protection and Vulnerable Adults, Health and Safety, Equal Opportunities, Employment, Taxation and Data Protection.

- d. Have written policies in force in relation to Child Protection and Vulnerable Adults, Health and Safety, Equal Opportunities and Data Protection.
 - e. Agree a local protocol for working with the Police which is informed and guided by the National Protocol included in the Coordinators' Pack.
 - f. Ensure that all Street Pastors volunteers adhere to the "Uniforms Guidelines" set out in **Schedule 2**
 - g. Ensure that all Street Pastors volunteers adhere to the "Street Pastors Patrols' Procedure" set out in **Schedule 3**
 - h. Encourage Street Pastors to attend all national conferences and ensure that all Street Pastors who are unable to attend are fully informed of new developments and best practice shared;
 - i. Encourage the coordinator and at least one member of the management committee to attend all national and regional coordinators' meetings;
 - j. Provide annual reports to AT in the prescribed format (see the Coordinators' Pack) in respect of each year to 31st December showing the information set out in **Schedule 4**. This report must be submitted by 31st March of the following year.
 - k. Provide full and free access to all documents, records and personnel to AT's management or their appointed representative(s) at all reasonable times in order that they may carry out Street Pastors Quality Reviews.
 - l. In the event that the licence fee received by AT in any given year is less than the costs incurred by AT in providing insurance coverage to the local SPI, the local SPI shall pay to AT an additional sum equal to the costs incurred by AT in providing such insurance coverage less the licence fee received in that year.
 - m. Not use or disclose the intellectual property including the Coordinators' Pack for any purpose other than for the work of Street Pastors and Related Projects and ensure as far as possible that no member of the local SPI management committee, their relatives, employees or Street Pastors volunteers uses or discloses the intellectual property including the Coordinators' Pack for any purpose other than for the work of Street Pastors and Related Projects.
 - n. Not do anything which could bring AT, the Street Pastors movement or Related Projects into disrepute.
- 8.4 In the event that the local SPI anticipates difficulties in meeting any of the above commitments, they should notify AT as early as possible; the door is always open for discussion.
- 8.5 *AT's initial commitments*
- a. Advice and guidance on setting up and operating the local SPI;
 - b. Training course and training materials;
 - c. The Coordinators Pack;
 - d. Public and Employers' liability insurance;

8.6 AT's commitments on an ongoing basis

Ongoing guidance and support from the AT Head Office, including:

- a. General central administration;
- b. Uniforms;
- c. Continual development and updating of the guidelines, policies and procedures included in the Coordinators' Pack;
- d. Continual development and updating of the Training Manual;
- e. Continual development and maintenance of the Street Pastors UK website
- f. Ongoing advice and guidance via email and telephone;
- g. General management (including risk management) of the Street Pastors' and Related Projects' brands;
- h. Continual promotion and development of the Street Pastors movement and Related Projects in the UK and overseas;
- i. Responses where appropriate to national and international media queries;
- j. Knowledge sharing and networking events;
- k. A minimum of one (1) Street Pastors Quality Review every two years in the interests of providing the necessary support and encouragement to adopt best practice. The costs of Street Pastors Reviews shall be borne by the local SPI and AT in equal shares.
- l. Advice and guidance on the development and delivery of refresher training programmes;
- m. Continual development of the National Protocol with the Police;

9 Use of Intellectual Property

- 9.1 AT is and shall be the legal owner of all intellectual property and goodwill associated with the Street Pastors movement and Related Projects and is responsible for managing and controlling their use.
- 9.2 The local SPI may freely use Street Pastors and Related Projects' names, logos and images on letters, presentations, invitations, newsletters, pamphlets, flyers and banners. However, Street Pastors and Related Projects' names, logos or images shall not be used on any other items (including DVDs and computer software) unless such items have been produced by AT or produced with the knowledge and prior consent of AT.
- 9.3 The local SPI hereby agrees to abide by all branding guidelines which may be developed by AT after the date of execution of this agreement in accordance with **Schedule 5** to this agreement.

10 Disputes

- 10.1 AT and the local SPI agree to exercise fairness in their dealings with each other and agree to use their best endeavours to resolve complaints, grievances and disputes in good faith and good will through fair and reasonable direct communication and negotiation.
- 10.2 In the event that a dispute remains unresolved, AT may at its sole discretion elect for it to be dealt with by mediation led by a person with theological credentials who commands the respect of both AT and the local SPI. In the event that the dispute remains unresolved six (6) months after the commencement of such mediation proceedings, either AT or the local SPI shall have the option to terminate this agreement on one (1) month's notice.

11 Termination

- 11.1 AT will have the right to terminate this agreement in the event of a fundamental breach or persistent breaches of this agreement or in line with the dispute resolution procedure set out above.
- 11.2 Except in an emergency, or where AT, acting in its reasonable discretion needs to take such action as it sees fit to protect the integrity of the Street Pastors brand and name, such termination would not normally occur until the following procedure has been followed:
- a) Firstly, a letter sent by AT to the local SPI providing a) details of the problem or breach(es) and b) the action required to put right such breach and c) the (reasonable) timescale within which such action is to be taken;
 - b) If necessary, secondly, a meeting attended by AT management or their appointed representative(s), a majority of the local SPI's management committee and a majority of the participating churches' representatives who are then in office at the time of the dispute. This meeting shall be arranged upon at least two weeks' notice at a time convenient to all the parties.
- 11.3 Either AT or the local SPI shall have the right to terminate this agreement for reasons other than fundamental breach or persistent breaches by serving four (4) months' written notice of termination to the other party. However neither party shall exercise this right if the termination of this agreement would be manifestly unreasonable.

12 Consequences of termination

- 12.1 It is agreed that (except for any insurance claims which may be ongoing in which case AT will provide such help as is necessary to the local SPI for the duration of that claim), no further fees will be payable to AT, or any services provided by AT to the Local SPI.
- 12.2 It is also agreed that following the termination of this agreement, the local SPI shall:
- a) With immediate effect, cease to use all trade names and trade marks owned by Ascension Trust and must not thereafter hold themselves out to be a representative of AT, Street Pastors or any other Related Project.

- b) Within one (1) month, return to AT all uniforms, the Coordinators Pack and all manuals, literature, letterheads or promotional material or anything else which bears Street Pastors or Related Projects' name, logos or images or which indicate any association with AT, Street Pastors or Related Projects.
- c) Not use or disclose the intellectual property including the Coordinators' Pack for any purpose other than for the work of Street Pastors and Related Projects and ensure as far as possible that no member of the local SPI management committee, their relatives, employees or Street Pastors volunteers uses or discloses the intellectual property including the Coordinators' Pack for any purpose other than for the work of Street Pastors and Related Projects

13 Amendments to this agreement

AT reserves the right to review and amend this agreement, including the schedules by written notice to the local SPI as and when necessary in the interests of the effective coordination and operation of Street Pastors Initiatives throughout the UK. AT shall not however make any amendments which are manifestly unreasonable.

This agreement is made on ⁴27 day of April 20[10] between:

Members of theStreet Pastors Management Committee.

1 Name: Rev. Jackie Gray (Chair)(print)
Signature: Jackie Gray
Telephone Number: 01622 851822
Email: jackiegray@hotmail.co.uk

2 Name: KATHERINE ROGERS(print)
Signature: [Signature]
Telephone Number: 07769 972857
Email: Katy.j.rogers@hotmail.co.uk

Ascension Trust Chair/Trustee

3 Name:(print)
Signature:
Telephone Number:
Email:

Ascension Trust CEO/Senior Manager

4 Name:(print)
Signature:
Telephone Number:
Email:

Details of Management Committee

- 1 Name: HEATHER GARDNER(print)
Signature: *H Gardner*
Church: ST. LUKE'S CHURCH, MAIDSTONE
Telephone number: 07810 208630
Email: heather.gardner@hotmail.co.uk

- 2 Name: GRAHAM TANNER(print)
Signature: *Graham Tanner*
Church: St Lukes
Telephone number: *See over. Graham is Co-ordinator + Vice Chair*
Email:

- 3 Name: PJ DAVIS(print)
Signature: *PJ Davis*
Church: Grace Church
Telephone number: 07739 232986
Email: PJ D & ME @ YAHOO.CO.UK

- 4 Name: KATHERINE ROGERS(print)
Signature: *K Rogers*
Church: St FAVES
Telephone number: 07769 972857
Email: Katy.j.rogers@hotmail.co.uk

- 5 Name: JONATHAN JANKOWSKI(print)
Signature: *Jonathan Jankowski*
Church: Grace Community Church
Telephone number: 07944 196021
Email: jonathon@gccmaidstone.org.uk

Details of Coordinator

Name GRAHAM TANNER
 Postal Address G. FALLOWFIELD CLOSE
 MAIDSTONE KENT ME14 5TW
 Telephone Number 01622 739236
 Email maidstone@streetpastors.org.uk

Participating Churches

A Church name St. Faiths Church (print)
 Denomination ANGLICAN

Church Leader Rev. Jackie Cray
 Tel: 01622 851822
 Email: jackiecray@hotmail.co.uk

B Church name Grace Community Church (print)
 Denomination Assemblies of God

Church leader Pastor Jonathan JanKowski
 Tel: 01622 664940
 Email jonathan@gecmaidstone.org.uk

C Church name The Salvation Army Maidstone Corps (print)
 Denomination Salvation Army

Church leader Major Grayson Williams
 Tel: 01622 631808
 Email grayson.williams@salvationarmy.org.uk

D Church name St. Luke's Church (print)
 Denomination Anglican Charismatic

Church leader Rev. Eric Delve
 Tel: 01622 661169
 Email admin@stlukes.org.uk

See over for names of other participating churches.

APPENDIX B

St Phillips Anglican Church

Knight Rider Baptist

West Malling Baptist

Loose Baptist

Larkfield Community Church

Tonbridge Road Methodist

Bearsted Community Church

The Beacon Church (New Frontiers)

Jubilee Church Maidstone (AOG)
South African

Schedule 1

Application and Selection Procedure

1. Applicants must be over 18 and attend a local church. They must complete the Street Pastors Application form, be CRB checked and obtain a positive reference in the prescribed format (see Coordinators' Pack) from the leader of a church of which they have been a member for the previous twelve months.
2. ALL successful applicants must complete and/or sign a **Street Pastors Confidential Declaration Form** and a **Street Pastors Volunteer's Agreement** in the prescribed format (see Coordinators' Pack).

Transfers between SPIs

If a Street Pastor from one SPI wishes to go out on patrol with another SPI, the management committee/coordinator of the first SPI must email the coordinator of the second SPI recommending him/her as a fit and proper person to serve as a Street Pastor and verifying that in their opinion, no additional training/counselling is needed before he/she is able to serve effectively as a Street Pastor. In the absence of such recommendation, the Street Pastor must reapply in line with the application and selection procedure set out above.

Accountability

On an ongoing basis, all Street Pastors volunteers are accountable to both their management committee and to the leader of their church who was their referee. If the coordinator/management committee feels that a Street Pastor may no longer be fit to serve as a Street Pastor, they should consult with the church leader and follow the prescribed Complaints Procedure (a template is included in the Coordinators' Pack).

In the event that the coordinator/management committee becomes aware that a Street Pastor is being investigated for inappropriate or criminal behaviour, they must inform the Ascension Trust Head Office within 48 hours and follow the reasonable instructions of AT management in order to manage any reputational or other risks arising.

When a Street Pastors leaves his/her church

If a Street Pastor leaves his/her church, he/she must immediately notify the management committee and the coordinator and explain the reasons for leaving. The management committee/coordinator must discuss the matter with the leader of the church and must satisfy themselves that the Street Pastor is still a fit and proper person to serve as a Street Pastor. They should also make contact with the leader of his/her new church, indicating that they will be asking him/her for a reference after a period of one year.

If the management committee and/or the coordinator do not feel satisfied that the Street Pastor is still fit and proper to go out on patrols or if (in their opinion) the Street Pastor has not become a member of another church within a reasonable period of time, the Street Pastor shall cease serving as a Street Pastor until such time that he/she has been a member of another church for at least one (1) year and shall then reapply in accordance with the Application and Selection procedure described above

Schedule 2

Training Guidelines

1. All Street Pastors volunteers must undertake the full Street Pastors' training programme set out in AT's Training Manual and must complete a minimum of fifty (50) hours of training, excluding breaks. All Street Pastors training programmes must begin with "Roles and Responsibilities" training.
2. We accept that at times, there may be additions to the training programme to take account of local conditions. AT's National Training Coordinator must be notified of all such additions before the training programme begins. Any other changes whatsoever to the training programme may only be made with the prior knowledge and approval of AT.
3. All "Roles and Responsibilities" training both in London or outside of London shall only be done by AT or AT trained and authorised trainers ("ATTs"). Local SPIs shall pay to AT a fee (currently £200) in addition to travel and subsistence expenses for the delivery of "Roles and Responsibilities" training outside of London.
4. AT or an AT trained and authorised representative ("ATR") must participate in both the official launch of the local SPI and the Street Pastors' Commissioning Service. Local SPIs shall give a gift (we suggest a minimum of £100) to any ATR in attendance in addition to travel and subsistence expenses.
5. All trained Street Pastors must receive at least one (1) refresher training course every 18-24 months. All refresher training courses must include a review of "Roles and Responsibilities". AT may from time to time provide advice and guidance as to other topics which should be covered in refresher training courses.

Uniforms Guidelines

All Street Pastors shall:

1. wear only the authorised Street Pastors and related projects' uniform and associated kit (such as caps, badges etc) supplied by AT when patrolling the streets,
2. return Street Pastors and related projects' uniforms and all associated kit to their local SPI coordinators within 1 month of any Street Pastor ceasing to go out on patrol in accordance with the terms of the Street Pastors Code of Conduct. Coordinators must take reasonable steps to ensure that all uniforms and associated kit are retrieved and either reused locally or returned to AT.
3. not wear any kit whatsoever with Street Pastors or related projects ' names or logos which has not been supplied by AT unless the local SPI has obtained the approval of AT's management in advance.

Schedule 3

Street Pastors Patrols Procedure

1. All Street Pastors volunteers must embrace the Street Pastors Code of Conduct and the Street Pastors ethos and follow all the directions of the Senior Street Pastor.
2. All Street Pastors volunteers going out on patrol must first meet together for prayer and a briefing;
3. No more than 20 Street Pastors should be out on patrol at any one time.
4. All Street Pastors' volunteers should ideally be in groups of 4 but shall not be in groups of less than 3. If divided, they are to be in sight and hailing distance of each other at all times. All School Pastors volunteers shall at all times be accompanied by at least one (1) other Street Pastor.
5. All Street Pastors volunteers must at all times be clearly identifiable as Street Pastors, wearing the common uniform supplied by AT. They must be equipped with the following items:
 - Notebook
 - Mobile phone
 - Information re local service providers
 - Emergency contact numbers for the Senior Street Pastor and the Police
6. Each group of Street Pastors must report back to the Senior Street Pastor at the end of the session for a debriefing. The Senior Street Pastor must complete a feedback form in the prescribed format (see the Coordinators' Pack) and submit this to the Co-ordinator within 5 working days.

Schedule 4

Reports to be submitted to AT

SPIs shall provide annual reports in the prescribed format (see the Coordinators' Pack) to AT in respect of each year to 31st December showing:

- a) The total number of trained volunteers;
- b) The total number of people helped;
- c) The total number of people signposted to other voluntary or statutory organisations;
- d) The total number of weapons and bottles collected (as well as any other items (e.g. glass) which can be used as weapons);
- d) The total income raised;
- e) Any other activities on the streets;
- f) All developments, changes or innovations planned for the year ahead;

This report must be submitted by 31st March of the following year.

Media Guidelines

1. AT reserves the right to engage with the media on behalf of the local SPI prior to and for twelve (12) months after the execution of this agreement. The local SPI may only engage with the media with the prior knowledge and consent of AT.
2. After the first twelve (12) months, the local SPI shall only engage with the media in accordance with the terms of the Media Policy included in the Coordinators' Pack.
3. The local SPI must notify AT of all press enquiries or press releases, comments, announcements, articles, interviews, films and documentaries published in the local media within seven (7) working days.
4. In the event that any comment is made to or by the local media of a potentially controversial nature or which may potentially give rise to conflict of any nature, the local SPI must notify AT of this within twenty-four (24) hours.

Schedule 5

Websites and Branding Guidelines

AT reserves the sole right to develop and maintain the UK Street Pastors website. The local SPI may only develop and maintain a local Street Pastors webpage within the national Street Pastors website. The local SPI shall consent to all reasonable changes to the webpage requested by AT and such consent shall not be unreasonably withheld or delayed.

The local SPI shall take reasonable steps to ensure as far as possible that no person or persons associated with the local SPI brings AT, the Street Pastors movement or Related Projects into disrepute as a result of statements made on Facebook or any other social networking site.

AT may in due course develop and introduce branding guidelines in order to protect Street Pastors and Related Projects' intellectual property and to ensure the effective coordination of Street Pastors initiatives throughout the UK and internationally. The local SPI hereby agrees to adhere to such guidelines when these are introduced, unless such guidelines are manifestly unreasonable.

End.PCS.New Licence Agreement