

Company number: 00090305



The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

MEMORANDUM AND ARTICLES OF ASSOCIATION

of

Stewardship Services (UKET) Limited



Bates Wells Braithwaite

10 Queen Street Place, London EC4R 1BE
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NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS

A. BOAKE,

Stratford, Essex, Manufacturing Chemist

H. M. BELL,

133 Fenchurch Street, EC, Merchant

A. M. KYD,

71 Cazenove Road, Stamford Hill, N, Stockbroker

GEORGE PIGOT,

Warfield Grove, Bracknell, Berks, Bart

WILLIAM PAGE,

Morningside, Park Avenue, Watford, Engineer

C. STUART THORPE,

205 Gt Portland Street, W, Secretary of Rescue Society

WILLIAM STEVENS,

30 Flood Street, Borough of Chelsea, Builder

GEORGE LINE,

Kenwyn Lodge, East Finchley, N, Merchant

E. B. ROCHE,

27 Surrey Street, Norwich, Norfolk, Physician

GEO. S. JORDAN,

139 Burnt Ash Road, Lee, S E , Dairy Farmer

F. W. ANDREWS,

3 Trefoil Road, Wandsworth, Bank Clerk

Dated the 26th day of September, 1906

Witness to the Signatures of Arthur Boake, Herbert Maule Bell, Andrew Milne Kyd, Sir George Pigot, Bart., William Page, Charles Stuart Thorpe, William Stevens, and George Line

ERNEST HENRY GRANT, 212 Fort Road, Bermondsey, London, Evangelist

Witness to the Signature of Eleazer Birch Roche

HELEN ROCHE, Housewife, 27 Surrey Street, Norwich

Witness to the Signature of George Silas Jordan

GEORGE HENRY NEWTON, 30 Burnt Ash Road, Lee, Dairy Foreman

Witness to the Signature of Frederick William Andrews

E A E ANDREWS, 3 Trefoil Rd , Wandsworth, S W , Housewife

Company number: 00090305

**The Companies Acts 1985 to 2006
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**Articles of Association of
STEWARDSHIP SERVICES (UKET) LIMITED**

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1. **Interpretation**

1.1 In the Articles:

"Annual Retirement Meeting"	has the meaning given in Article 15.1;
"Articles"	means these Articles of Association of the Trust;
"Charities Act"	means the Charities Act 2011;
"Companies Acts"	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Trust;
"Connected"	<p>in relation to a Trustee means any person falling within any of the following categories:</p> <ul style="list-style-type: none">(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Trustee; or(b) the spouse or civil partner of any person in (a); or(c) any other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or(d) any company, partnership or firm of which the Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital
"Commission"	means the Charity Commission for England and Wales;
"Council"	means the Trustees from time to time of the Trust, acting collectively;
"Electronic Form" and "Electronic Means"	have the meanings respectively given to them in section 1168 of the Companies Act 2006;
"General Meeting"	means an Annual General Meeting or an Extraordinary General Meeting;
"Member"	means a member of the Trust who for the avoidance of doubt is a member for company law purposes;
"Month"	means calendar month;
"Objects"	means the objects of the Trust set out in Article 2;
"Registered Office"	means the registered office of the Trust;

"Secretary"	means the secretary of the Trust;
"Subsidiary Company"	any company in which the Trust holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
"Trust"	means Stewardship Services (UKET) Limited;
"Trustee"	means a director of the Trust;
"written" or "in writing"	refers to the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods whether sent or supplied in Electronic Form of by Electronic Means or otherwise;
"Year"	means a calendar year.

1.2 In the Articles:

- 1.2.1 words importing the singular number only include the plural number and vice-versa. Words importing the masculine gender include the feminine and neuter genders and vice-versa;
- 1.2.2 none of the Regulations contained in Table A of the Companies Act 1985 (nor any subsequent statutory model articles of association) shall apply to the Trust;
- 1.2.3 references to legislation, regulations, determinations and directions include all amendments, replacements and re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it; and
- 1.2.4 headings are not to affect the interpretation of the Articles.

2. **Objects**

The objects for which the Trust is established are as follows:

- 2.1 to advance the evangelical Christian faith including by preaching the Gospel and holding religious services and meetings;
- 2.2 to promote the publication and distribution of the Bible and other Christian literature;
- 2.3 to advance the education of children and adults in accordance with the doctrines and principles of evangelical Christianity;
- 2.4 to relieve need, hardship and distress, especially amongst evangelists, teachers and others who have given service to the Trust or helped to promote the Objects;
- 2.5 otherwise to promote the charitable work of evangelical Christian churches, societies and charities; and
- 2.6 to advance such purposes as may be charitable according to the Law of England and Wales and are not, in the opinion of the Council, inconsistent with the attainment of the above Objects, including by means of making donations to further such charitable purposes.

3. Powers

The Trust has the following powers, which may be exercised only in promoting the Objects:

- 3.1 to promote or carry out research;
- 3.2 to provide advice;
- 3.3 to publish or distribute information;
- 3.4 to co-operate with other bodies;
- 3.5 to set up, support, or administer other trusts or funds or act as trustee, custodian trustee, or in any other fiduciary capacity;
- 3.6 to raise funds by way of subscription, donation or otherwise;
- 3.7 to trade in the course of carrying out the Objects and carry on any other trade which is not expected to give rise to taxable profits;
- 3.8 to incorporate and acquire Subsidiary Companies to carry on trade;
- 3.9 to borrow money and give security (including by way of mortgage) for loans (but only in accordance with the restrictions imposed by the Charities Act);
- 3.10 to construct, maintain, alter and repair any buildings or works;
- 3.11 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 3.12 to make grants or loans of money and to give guarantees;
- 3.13 to decline to make a gift out of any restricted fund held by the Trust at the request of the donor of that fund without obligation to give any reason therefor;
- 3.14 to set aside funds for special purposes or as reserves against future expenditure;
- 3.15 to remunerate, support, or help out of the funds of the Trust any evangelists, teachers, or others, wherever resident, whose time may be devoted, either partially or entirely, to the work of preaching the Gospel or of instructing Christians, and any other persons whose services further the Objects or any of them;
- 3.16 to provide indemnity insurance for the Trustees or any other officer of the Trust in accordance with, and subject to the conditions in, Section 189 of the Charities Act (provided that, in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said Section 189 shall be treated as references to the officers of the Trust);
- 3.17 to:
 - 3.17.1 deposit or invest funds,
 - 3.17.2 employ a professional fund manager,

- 3.17.3 arrange for investments or other property of the Trust to be held in the name of a nominee in the same manner and subject to the same conditions as trustees of a trust are permitted to do by the Trustee Act 2000;
- 3.18 to insure the property of the Trust against any foreseeable risk and take out other insurance policies to protect the Trust when required;
- 3.19 subject to Article 4, to employ paid or unpaid agents, staff or advisers;
- 3.20 to enter into contracts to provide services to or on behalf of other persons or bodies;
- 3.21 to establish subsidiary companies to assist or act as agents for the Trust;
- 3.22 to do anything else within the law which promotes or helps to promote the Objects.

4. Benefits to Members and Trustees

- 4.1 The property and funds of the Trust must be used only for promoting the Objects and do not belong to the Members.
- 4.2 No part of the income and property of the Trust may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member unless the payment is permitted by Articles 4.3, 4.4 or 4.5.
- 4.3 No Trustee may:
 - 4.3.1 sell goods, services or any interest in land to the Trust;
 - 4.3.2 be employed by, or receive any remuneration from, the Trust; or
 - 4.3.3 receive any other financial benefit from the Trust;unless the payment is permitted by Articles 4.4 or 4.5 or authorised by the court or the Charity Commission.
- 4.4 A Trustee may receive the following benefits from the Trust:
 - 4.4.1 a Trustee or a person who is Connected with a Trustee may receive a benefit from the Trust in his, her or its capacity as a beneficiary of the Trust;
 - 4.4.2 a Trustee or a person who is Connected with a Trustee may be reimbursed by the Trust for, or may pay out of the Trust's property, reasonable expenses properly incurred by him, her or it when acting on behalf of the Trust;
 - 4.4.3 a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by the Trust for any goods or services supplied to the Trust on the instructions of the Trustees (excluding, in the case of a Trustee, the service of acting as Trustee and services performed under a contract of employment with the Trust) provided that this provision and Article 4.5.4 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);

- 4.4.4 a Trustee or a person who is Connected with a Trustee may receive interest at a reasonable and proper rate on money lent to the Trust;
- 4.4.5 a Trustee or a person who is Connected with a Trustee may receive reasonable and proper rent for premises let to the Trust;
- 4.4.6 the Trust may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.16; and
- 4.4.7 a Trustee or other officer of the Trust may receive payment under an indemnity from the Trust in accordance with the indemnity provisions set out at Article 21;

provided that where benefits are conferred under this Article 4.4, Article 16 (Conflicts of Interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

Subsidiary Companies

- 4.5 A Trustee may receive the following benefits from any Subsidiary Company:
 - 4.5.1 a Trustee or a person who is Connected with a Trustee may receive a benefit from any Subsidiary Company in his, her or its capacity as a beneficiary of the Trust or of any Subsidiary Company;
 - 4.5.2 a Trustee or a person who is Connected with a Trustee may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by him, her or it when acting on behalf of any Subsidiary Company;
 - 4.5.3 a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company, with the approval of the Trustees, (excluding, in the case of a Trustee, services performed under a contract of employment with any Subsidiary Company) provided that this provision and Article 4.4.3 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);
 - 4.5.4 a Trustee or a person who is Connected with a Trustee may, with the approval of the Trustees, receive interest at a reasonable and proper rate on money lent to any Subsidiary Company;
 - 4.5.5 a Trustee or a person who is Connected with a Trustee may, with the approval of the Trustees, receive reasonable and proper rent for premises let to any Subsidiary Company;
 - 4.5.6 any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and
 - 4.5.7 a Trustee or a person who is Connected with a Trustee may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company;

provided that the affected Trustee may not take part in any decision of the Trustees to approve a specific benefit to that Trustee or a person Connected to them under Articles 4.5.4, 4.5.5 or 4.5.6.

5. Liability of Members

Each Member of the Trust undertakes to contribute to the assets of the Trust in the event of the same being wound up during the time that he is a Member, or within one year afterwards, for the payment of the debts and liabilities of the Trust contracted before the time at which he ceases to be a Member, and of the costs, charges and expenses of winding up the Trust, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding one pound.

6. Membership

6.1 The Trustees from time to time shall be the only Members.

6.2 A Trustee shall become a Member on becoming a Trustee. All new Trustees are treated as having agreed to become Members.

6.3 A Member shall cease to be a Member if he or she ceases to be a Trustee.

6.4 Membership is not transferable and shall cease on death.

6.5 The Trust in General Meeting shall from time to time appoint a competent person or persons to act as Auditor or Auditors.

7. General Meetings

7.1 The Council may choose whether or not to hold Annual General Meetings. If an Annual General Meeting is to be held then it shall take place at such time and place as the Council decides.

7.2 A General Meeting other than an Annual General Meeting shall be called an Extraordinary General Meeting.

7.3 The Council may convene an Extraordinary General Meeting when it thinks fit and must do so upon receiving a requisition from the required percentage of Members under the Companies Act 2006.

8. Proceedings at General Meetings

8.1 At least fourteen days' notice of every General Meeting shall be given to all Members and to the Trust's auditors in manner hereinafter mentioned but the non-receipt of such notice by any Member shall not invalidate the proceedings at any General Meeting.

8.2 A General Meeting may be called on shorter notice if this is agreed by a majority in number of the Members who may attend and vote and who together hold 90% or more of the total voting rights of all of the Members at the General Meeting.

8.3 The business of an Annual General Meeting (where held) shall be to receive and consider the report of the Council as to the work done, the financial position of the Trust and the

report of the Auditor or Auditors, to elect (if and when necessary under these Articles) Auditors and fix the remuneration of the Auditors All other business transacted at an Annual General Meeting and all business transacted at an Extraordinary General Meeting shall be deemed special.

- 8.4 No business may be transacted at a General Meeting unless a quorum is present. Four Members present in person or by proxy shall be a quorum for a General Meeting.
- 8.5 At every General Meeting the Chairman of the Council, if present, shall preside, but if he is absent the Members shall choose one of their number to be chairman of the meeting.
- 8.6 Save for special resolutions which shall require a 75% majority of those present and voting to vote in favour in order to be passed, all resolutions at General Meetings shall require the support of a simple majority of the Members present and voting in order to be passed, each Member having one vote, and in the event of an equality of votes the chairman of the meeting shall have a casting vote in addition to his vote as a Member.

9. Notices

- 9.1 A notice may be served by the Trust upon any Member either:
 - 9.1.1 personally,
 - 9.1.2 by sending it through the post in a prepaid letter addressed to such Member at his registered address,
 - 9.1.3 by leaving it at his registered address,
 - 9.1.4 by facsimile transmission to a number provided to the Trust by the Member, or
 - 9.1.5 by email to an email address provided to the Trust by the Member.
- 9.2 Any notice if served by post shall be deemed to have been served 24 hours after posting and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and posted.
- 9.3 Proof that a facsimile transmission was made is conclusive evidence that the notice was given at the time stated on the transmission report.
- 9.4 A copy of the notification from the system used by the Trust to send emails, that the email has been sent to the particular person, will be conclusive evidence that the notice was sent and such notice will be deemed to have been delivered 24 hours after it was sent.

10. Adjournment of General Meetings

- 10.1 The chairman may, with the consent of a General Meeting at which a quorum is present (and must if so directed by the General Meeting), adjourn it to a time and place agreed by the General Meeting. The chairman may also adjourn a General Meeting if it appears that for any other reason an adjournment is necessary for the business of the meeting to be properly conducted

- 10.2 The only business which may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting which was adjourned
- 10.3 It is not necessary to give notice of a General Meeting which is adjourned under this Article 10 unless it is adjourned for 30 days or more in which case 7 clear days' notice must be given
- 10.4 Resolutions passed at an adjourned General Meeting are to be treated as having been passed on the date on which they were actually passed
11. **Ballots**
- 11.1 A ballot may be demanded by the chairman of the meeting or by any two Members before or on the declaration of the result of a show of hands
- 11.2 A demand for a ballot may be withdrawn before the ballot is taken. If the demand for a ballot is withdrawn the result of the show of hands will stand
- 11.3 The demand for a ballot will not prevent the General Meeting continuing to transact business other than in relation to the question on which the ballot is demanded
- 11.4 A ballot is to be taken as the chairman of the meeting directs. The result will be the resolution of the General Meeting at which the ballot was demanded but will be treated as passed when the result is declared
- 11.5 A ballot on the election of a chairman of the meeting or an adjournment must be taken immediately. A ballot on any other question may be taken either immediately or at such time and place as the chairman of the meeting directs
- 11.6 At least 7 days' notice must be given of the time and place at which the ballot is to be taken unless the time and place are announced at the General Meeting at which it is demanded
12. **Proxies**
- 12.1 A Member may appoint a proxy in writing. A proxy need not be a Member. The Council may from time to time prescribe a form to appoint a proxy. A proxy may not appoint another proxy.
- 12.2 The document appointing a proxy may instruct the proxy which way to vote on particular resolutions.
- 12.3 A proxy will only be valid if the document appointing the proxy (and any power of attorney or other authority (if any) under which it is signed) or a properly certified copy is deposited at the Registered Office at least 24 hours before the starting time for the General Meeting or adjourned General Meeting at which the proxy proposes to vote.
- 12.4 No document appointing a proxy will be valid for more than 12 months.
- 12.5 A proxy form will not be valid for any part of a General Meeting at which the Member who appointed the proxy is present.

13. Members' Written Resolutions

- 13.1 A written resolution approved by the required majority of eligible Members (provided that those Members would constitute a quorum at a General Meeting) is as valid as if it had been passed at a General Meeting. For the purposes of this Article 13.1 the required majority shall be not less than 75% for written special resolutions and a simple majority for written ordinary resolutions, each Member having one vote.
- 13.2 A resolution under Article 13.1 may consist of several documents in similar form each approved by one or more Members.

14. The Council

- 14.1 There shall be at least eight Trustees.
- 14.2 No person shall be appointed a Trustee who has not subscribed to the Statement of Beliefs contained in the Schedule hereto. A Trustee shall re-affirm annually and at such other time as the Council may require his acceptance of their Statement of Beliefs.
- 14.3 New Trustees are to be appointed by a decision of the Trustees. The appointment of a Trustee is to take effect from the end of the meeting at which the decision was taken to appoint him or her or, if the decision was taken following the procedure at Article 18.9, the day on which the resolution in writing was passed.

15. Retirement and Removal of Trustees

- 15.1 Subject to Article 15.2, a Trustee shall serve as such until the Annual Retirement Meeting first occurring after he has completed three years' service as a Trustee. A Trustee may be re-appointed for a further term or terms.
- 15.2 The Trustees may from time to time determine arrangements to stagger the retirements of Trustees where they consider this necessary or desirable to ensure an appropriate balance between continuity and renewal.
- 15.3 The Annual Retirement Meeting shall be the meeting of the Council at which the accounts of the Trust are adopted.
- 15.4 A Trustee will cease to hold office if he:
- 15.4.1 dies,
- 15.4.2 ceases to be a director under the Companies Acts or is prohibited by law from being a director or is disqualified from acting as a charity trustee under the Charities Act,
- 15.4.3 becomes incapable of managing and administering his own affairs because of mental disorder, illness or injury,
- 15.4.4 is declared bankrupt or makes any arrangement or composition with his creditors,
- 15.4.5 is removed from office by a resolution of the Trustees at a meeting provided that the Trustee concerned has first been given an opportunity to put his case and to justify why he should not be removed as a Trustee,

- 15.4.6 resigns by giving one month's written notice to the Secretary,
- 15.4.7 is absent without good reason from three consecutive Council meetings held no more frequently than once per month and the Council resolves at a meeting that he should cease to be a Trustee for this reason,
- 15.4.8 has ceased to subscribe to the Statement of Beliefs and the Council resolves at a meeting that he should cease to be a Trustee for this reason,
- 15.4.9 concludes his term of office as a Trustee and is not re-appointed, or
- 15.4.10 ceases to be a Member.

16. Conflicts of Interests

16.1 A Trustee who has:

- 16.1.1 a direct or indirect interest in any contract, proposed contract, arrangement or dealing of the Trust; or
- 16.1.2 any duty or any direct or indirect interest which conflicts or may conflict with the interests of the Trust or his or her duties to the Trust

must declare his interest;

16.2 Every Trustee must ensure that at all times the Secretary has a list of:

- 16.2.1 any other body of which he is a director or officer,
- 16.2.2 any firm in which he is a partner,
- 16.2.3 any public body of which he is an official or elected member,
- 16.2.4 any company whose shares are publicly quoted in which he owns or controls more than 1% of the shares,
- 16.2.5 any company whose shares are not publicly quoted in which he owns or controls more than 10% of the shares, or
- 16.2.6 any other interest which is significant or material or would cause him or her to fall within Article 16.1 above.

16.3 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

16.4 A decision of the Council will not be invalid because of the subsequent discovery of an interest which should have been declared.

Participation in decision making

16.5 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Trust, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in

relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

16.6 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Trust, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

16.6.1 The decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than:

- (a) any benefit received in his, her or its capacity as a beneficiary of the Trust (as permitted under Article 4.4.1 and which is available generally to the beneficiaries of the Trust;
- (b) the payments of premiums in respect of indemnity insurance effected in accordance with Article 3.14;
- (c) payment under the indemnity set out at Article 21; and
- (d) reimbursement of expenses in accordance with Article 4.4.2; or

16.6.2 a majority of the other Trustees participating in the decision-making process decide to the contrary;

in which case he or she must comply with Article 16.7.

16.7 If a Trustee with a conflict of interest or duties is required to comply with this Article 16.7, he or she must:

16.7.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;

16.7.2 not be counted in the quorum for that part of the process; and

16.7.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Trust

16.8 Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:

16.8.1 the Trustee shall not be in breach of his or her duties to the trust by withholding confidential information from the Trust if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

16.8.2 the Trustee shall not be accountable to the Trust for any benefit expressly permitted under these Articles which he or she or any person connected within him or her derives from any matter or from any office, employment or position.

17. Powers of the Council

- 17.1 The management of the business and affairs of the Trust shall be vested in the Council who may exercise all of the powers of the Trust.
- 17.2 An alteration to the Articles does not invalidate earlier acts of the Council which would have been valid without the alteration.

18. Proceedings of the Council

- 18.1 The Council may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they shall think fit and Council meetings may be called by any Trustee or the Secretary.
- 18.2 At meetings of the Trustees the quorum necessary for the transaction of business shall be a simple majority of the total number of Trustees for the time being in office.
- 18.3 A Trustee may be part of the quorum at a Council meeting if he can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 18.4 The Council may act despite vacancies in its number but if the number of Trustees is less than eight then the Council may act only to appoint new Trustees under Article 14.3.
- 18.5 In order to be passed a resolution of the Council shall require the support of at least a simple majority of all the Trustees, each Trustee having one vote and, in the case of an equality of votes, the Chairman having a casting vote in addition to his vote as a Trustee. The Trustees' intention, where possible, is to seek consensus in their decision making.
- 18.6 The Council must, from amongst their number, elect a Chairman of their meetings and may elect a Vice-Chairman.
- 18.7 The Council may delegate any of their powers to one or more committees each consisting of such persons (whether Trustees or not) as the Council shall think fit.
- 18.8 All acts done by any meeting of the Council or of a committee of the Council shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such person acting as aforesaid or that he was disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Trustee or a member of the committee.
- 18.9 A resolution in writing approved by a simple majority of the Trustees or committee members (as the case may be) shall be as valid and effectual as if it had been passed at a meeting of the Council or committee (as the case may be) duly called and constituted provided that such number of Trustees or committee members would represent a valid quorum at a Council meeting or committee meeting (as the case may be). A written resolution may consist of several documents in similar form each signed or approved by one or more of the Trustees or committee members (as the case may be). For the avoidance of doubt, the procedure set out at this Article 18.9 may not be used to remove a Trustee from office in accordance with Articles 15.4.5, 15.4.7 or 15.4.8.

19. Records and Accounts

19.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

19.1.1 annual reports;

19.1.2 annual statements of account; and

19.1.3 annual returns or confirmation statements.

20. Audit

Once at least in every Year the accounts of the Trust shall be examined by one or more auditor or auditors.

21. Indemnity

Every Trustee and officer or servant of the Trust shall be indemnified by the Trust and it shall be the duty of the Council, out of the funds of the Trust, to pay all costs, losses, and expenses which any such Trustee, officer or servant may incur or become liable to by reason of any contract entered into, or act, or thing done by him in good faith as such officer or servant, and in any way in discharge or supposed discharge of his duties, including travelling and personal expenses incurred on the business of the Trust, and the Council may give to any officer or servant of the Trust or other person who has incurred, or may be about to incur, any liability at the request or for the benefit of the Trust such security by way of indemnity as may seem expedient.

22. Winding Up

22.1 If upon the winding up or dissolution of the Trust there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Trust, but if and so far as effect can be given to the following provisions shall be:

22.1.1 applied directly for the objects of the Trust, or

22.1.2 given or transferred to some other institution or institutions having objects similar to the objects of this Trust,

to be determined by the members of the Trust at or before the time of dissolution; or

22.1.3 in default thereof for such charitable purposes as directed by the Charity Commission.

Schedule 1 Statement of Beliefs

The Sovereignty and grace of God the Father God the Son and God the Holy Spirit in creation, providence, revelation, redemption and final judgment,

the divine inspiration of Holy Scripture and its consequent entire trustworthiness and supreme authority in all matters of faith and conduct,

the universal sinfulness and guilt of fallen man making him subject to God's wrath and condemnation,

the substitutionary sacrifice of the incarnate Son of God as the sole and all-sufficient ground of redemption from the guilt and power of sin and from its eternal consequences,

the justification of the sinner solely by the grace of God through faith in Christ crucified and risen from the dead,

the illuminating regenerating indwelling and sanctifying work of God the Holy Spirit,

the priesthood of all believers who form the universal Church the Body of which Christ is the Head and which is committed by His command to the proclamation of the Gospel throughout the world,

the expectation of the personal visible return of the Lord Jesus Christ in power and glory.