



Registration of a Charge

Company name: **STEWARDSHIP SERVICES (UKET) LIMITED**

Company number: **00090305**



X3AYD04I

Received for Electronic Filing: **27/06/2014**

Details of Charge

Date of creation: **24/06/2014**

Charge code: **0009 0305 0007**

Persons entitled: **STEWARDSHIP SERVICES (UKET) LIMITED**

Brief description: **60 SOUTH BANK AVENUE YORK YO23 1DP**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DANIELLE KEMP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 90305

Charge code: 0009 0305 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th June 2014 and created by STEWARDSHIP SERVICES (UKET) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th June 2014 .

Given at Companies House, Cardiff on 30th June 2014

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THIS LEGAL CHARGE is dated this 24 day of JUNE 2014

BETWEEN:

- (1) The person or persons described in part 1 of the First Schedule hereto (hereinafter called "the Borrower")
- (2) The person or persons described in part 2 of the First Schedule hereto (hereinafter called "the Chargor") and
- (3) **STEWARDSHIP SERVICES (UKET) LIMITED** whose registered office is at Oakwood House, Oakwood Hill Industrial Estate, Loughton Essex IG10 3TZ (Company Registration Number 90305) (Charity Registration Number 234714) (hereinafter called "the Lender")

NOW THIS DEED WITNESSES as follows:

1. Interpretation

1.1 In this Legal Charge unless the context otherwise requires:-

"the Borrower"	includes the persons who are from time to time the managing trustees of York Evangelical Church
"the Chargor"	includes the persons deriving title under it and successors in title
"the Chargor's Governing Instrument"	the document establishing the trusts or terms under which the Chargor operates as a charity and described in the Second Schedule
"Consent"	means the previous written consent of the Lender
"Costs"	include all costs and expenses properly incurred by the Lender in relation to the Property or the protection or enforcement of his security whether involving litigation or not on a basis of full indemnity
"Further Advances"	means any Further Advances which the Lender has made prior to the date hereof or which may be made by the Lender to the Borrower
"Higher Rate"	means the Prevailing Stewardship Mortgage Rate (variable) plus 3%
"Interest"	means interest at the rate of four per centum (4%) per annum as well after as before any judgement subject to the provision for variation of the rate of interest hereinafter contained
"the Legal Charge"	means this Legal Charge or other documents in which the terms of this Deed are incorporated
"the Loan"	means £142,312.00 (One hundred and forty two thousand, three hundred and twelve pounds)
"Notice"	means notice in writing
"the Planning Acts"	means all legislation of whatever nature relating to town and country planning
"the Principal Sum"	means the whole of the money outstanding for the time being to the Lender by the Borrower under the terms of the Legal Charge including:

	(a) the Loan, and
	(b) any Further Advances
"the Property"	means the property or any part of the property described in the Third Schedule and includes all buildings and erections from time to time thereon and all roads ways sewers drains pipes wires and cables thereon and all rights easements advantages and privileges belonging or appertaining to the Property
"Repayment Period"	means the period of fifteen years commencing on the date hereof
"Secured Liabilities"	means <ul style="list-style-type: none"> (a) the Principal Sum (b) any other indebtedness or liabilities of the Borrower to the Lender whatsoever present future actual and/or contingent and whether alone or jointly with any other person and in whatever style or name and whether as principal debtor or guarantor (c) all costs, charges, expenses or liabilities paid or incurred by the Lender directly or indirectly in relation to the security constituted by this Deed and/or any such indebtedness and/or liabilities and the obligations owed under and associated with this Deed (including all commission, legal and other professional costs and fees and disbursements and VAT on them) and including without prejudice to the generality of the foregoing all costs in connection with:- <ul style="list-style-type: none"> (i) the contemplation and institution of all proceedings and other action in connection with the enforcement, preservation and protection of the security; (ii) the contemplation and institution of all proceedings and other action for the payment or discharge of the money and liabilities by this Deed; (iii) the exercise or contemplated exercise of any power right or discretion conferred by this Deed or by law on the Lender; (iv) any default by the Borrower or; (v) the contemplation or doing of any other matter or thing which the Lender considers to be for the benefit or improvement of this security (d) Interest and charges upon or relating to all such indebtedness liabilities unpaid Interest costs until demand at such rate as may have been agreed between the Lender and

the Borrower and in any event from and after demand until full discharge (as well after as before judgement) at the Higher Rate

- 1.2 All sums payable to the Lender under the Legal Charge (or any Charge in favour of the Lender granted prior to the date hereof) are to be treated as part of the debt secured by the Legal Charge (including costs).
- 1.3 Obligations undertaken by more than one person are joint and several obligations.
- 1.4 Any reference to a statute or statutory instrument (whether specifically named or not) includes any amendment or re-enactment thereof for the time being in force and any instrument order notice regulation bye-law direction plan or permission for the time being issued made or given thereunder or deriving validity therefrom.
- 1.5 The masculine includes the feminine and neuter.
- 1.6 The singular includes the plural and vice versa.

2. Covenant to Pay

- 2.1 In consideration of the Loan paid by the Lender to the Borrower (receipt of which is hereby acknowledged) the Borrower hereby covenants to pay or discharge to the Lender on demand the Secured Liabilities to the Lender and further covenants with the Lender as set out below.
- 2.2 Without prejudice to the generality of Clause 2.1 and to the provisions of Clause 7 hereof if the Borrower pays to the Lender such equal monthly sums on the last day of each month as will result in the Loan with Interest thereon being repaid to the Lender on the expiration of the Repayment Period (together with such sums required under any Further Advances) and at all times observes and performs the other obligations on the part of the Borrower contained in this Deed the Lender will (subject to Clause 7 hereof) accept the payment of such monthly instalments in repayment of the Loan together with any Further Advances.

3. Repayment

The Borrower must repay in full all money advanced by the Lender together with accrued Interest thereon and all other money payable under and in accordance with this Legal Charge.

4. Interest

- 4.1 Interest will be charged on a daily basis from the date of drawdown on the amount so drawn down and will be payable by the Borrower in arrears by bankers standing order (or at the option of the Lender by direct debit) to such bank account as may be directed by the Lender from time to time PROVIDED that the Lender shall be entitled to agree to suspend payments of Interest pursuant to Clause 11 hereof or otherwise by permission in writing from the Lender.
- 4.2 The rate of Interest may be increased or decreased from time to time by the Lender and any variation of the rate of Interest shall take effect from the end of one calendar month after the date on which notice of variation is served on the Borrower.

- 4.3 Any Interest which accrues but remains unpaid either because of an agreed suspension in accordance with the provision to Clause 4.1 above or for any other reason shall be capitalised and added to the Loan at such rests as the Lender may consider appropriate.
- 4.4 Any capitalisation pursuant to Clause 4.3 above is to be without prejudice to the Lender's right at any time to enforce payment of the sums concerned as Interest in arrears.
- 4.5 All covenants and provisions contained in this Legal Charge and all powers and remedies conferred by law or by this Legal Charge and all rules of law or equity relating to the Principal Sum and Interest on it shall apply equally to capitalised arrears of Interest and to Interest on them.
- 4.6 All Secured Liabilities other than the Loan or Further Advances shall bear and there shall be payable by the Borrower interest thereon at the Higher Rate until such Secured Liabilities are discharged.

5. Charge

- 5.1 The Chargor charges the Property to the Lender with full title guarantee by way of legal mortgage with the payment of all sums covenanted to be paid under Clause 2 and as security not only for those sums but also for any other money (including costs) which may be or become owing by the Borrower to the Lender.
- 5.2 The Chargor hereby covenants with the Lender not without Consent to create or permit to subsist any mortgage charge or other encumbrance in favour of any third party or affecting the Property or any part or parts thereof.

6. Borrower's Covenants

The Borrower covenants and agrees so long as the Legal Charge is outstanding:

- 6.1 to keep the Property and all buildings, fixtures and fittings, services and service media in on or associated with the Property in good and substantial repair and condition and in good working order and condition to the reasonable satisfaction of the Lender and forthwith to repair and make good all defects and wants of repair of which notice shall be given to the Borrower by the Lender
- 6.2 to complete the erection and construction of any incomplete building works or erections (if any) on the Property promptly and as agreed with the Lender to the complete satisfaction of the Lender;
- 6.3 that the Lender and his agents may enter and inspect the Property at any reasonable time and may also enter and do any work which the Borrower has failed to do and the Borrower will on demand repay to the Lender all costs and expenses incurred by the Lender in carrying out inspections and works permitted by this sub-clause together with Interest from the date when the Lender becomes liable for the same until repayment by the Borrower all which money and interest shall be charged on the Property;
- 6.4 to insure the Property or ensure that the Property is kept insured at the expense of the Borrower against loss or damage by fire and such other risks as the Lender may think expedient and in respect of any loss of rent and any professional fees which may be incurred in or about the repair, rebuilding or reinstatement of the Property in all cases for such

- amounts in such name and with such Insurers and with such interests endorsed on the policy as the Lender shall from time to time decide or select and permit and to make all payments required for this purpose when they become due the Lender to retain all Policies of Insurance and the receipts or other evidence of payment of premiums but so that the Lender shall not be responsible to the Borrower or any other person in the event of the Property not being adequately insured;
- 6.5 to observe and perform all covenants and conditions affecting the Property and duly and punctually to pay all rates and taxes ground rent charge rents and all other outgoings and charges whatsoever payable in respect of the Property and on demand to produce to the Lender all receipts or other evidence of such payments and to keep the Lender indemnified against all actions proceedings damages and costs in respect of any breach of such covenants or any other default hereunder;
- 6.6 that all money paid by the Lender in repairing or insuring the Property or in making any payment for outgoings in relation to the Property or for the protection or improvement of this security and the costs incurred by the Lender in relation thereto shall be recoverable from the Borrower on demand and until paid by the Borrower shall without prejudice to any other remedy carry interest at the Higher Rate and be a charge on the security hereby constituted;
- 6.6 that nothing shall be done on the Property in contravention of the Planning Acts and in particular that without consent no building or structural alterations or addition or like building works shall be made to the Property nor shall the Borrower carry out or permit any development or change of use of the Property;
- 6.6 to ensure that all and any legislation regulations or bye-laws for the time being in force applicable to the Property or to the employment of persons in the Property are complied with in all respects;
- 6.9 to observe and perform all the requirements and regulations of the local and other competent authorities concerning the Property and to report immediately to the Lender the receipt by the Borrower of any notice, order, direction, permission, requirement or other matter affecting the Property or any part of it from whatever source the same may come and to comply with any such notice, order, direction, permission, requirement or other matter without delay, or if the Lender so requires, to make or join with the Lender in making such objections or representations against or in respect of the same as the Lender may request or approve;
- 6.10 not to use such part of the Property as is not residential for residential purposes;
- 6.11 **Compliance with notices etc.**
- 6.11.1 If any valid enforcement or other notice, claim, order or proposal is made or served by the relevant authority under or by virtue of the Town and Country Planning Act 1990 or the Environmental Protection Act 1990 the Borrower will immediately produce the same to the Lender and allow the Lender to take a copy of it.
- 6.11.2 The Borrower will at his own expense in all respects comply with the requirements of any such notice, order or proposal without delay and in any event within any time which may be specified for compliance. Alternatively, if the Lender so requires, the

Borrower will make or join with the Lender in making such objections or representations as the Lender may request or approve against or in respect of any such notice or order or proposal.

6.11.3 If the Borrower fails to take immediate steps to commence compliance, or fails within the relevant time limit to conclude compliance with any such requirement, the Lender may (but shall not be obliged to) at any time thereafter enter on the Property and execute any works and do anything on the Property necessary to ensure such compliance without the Lender thereby becoming liable as mortgagee in possession and all costs and expenses so incurred by the Lender, with Interest on them at the Higher Rate, shall be payable and charged upon the Property as provided by Clause 5.1

6.11.4 The Borrower irrevocably appoints the Lender and his substitutes for the time being to be his attorney to apply for and procure on his behalf any licences, permissions or other things from any competent authority necessary for the execution of the works authorised by this clause to be executed by the Lender on the default of the Borrower

6.11.5 All expenses incurred by the Lender in securing such licences permissions and other things shall be treated as part of the cost of the works and such expenses and Interest at the Higher Rate on them shall be charged upon the Property as provided by Clause 5.1

7. Chargor's Covenants

The Chargor covenants and agrees so long as the Legal Charge is outstanding:

7.1 to authorise the Lender to receive and apply all monies payable in respect of any damage or loss to the Property under any insurance at the option of the Lender in or toward either discharge of the Principal Sum or the making good of the loss or damage in respect of which the claim arose and if any such insurance moneys are received by the Chargor the Chargor will hold these moneys on trust for the Lender for this purpose;

7.2 that the Chargor shall not without Consent make any disposition of the Property or create any lease or tenancy of the Property or any part of it or exercise or agree to exercise any power of leasing or of accepting surrenders of leases (whether conferred by statute or otherwise) or vary or agree to vary any lease or tenancy agreement or the amounts payable thereunder or otherwise part with or share possession or occupation or dispose of or deal with the Property or any part of it or any interest in it or create or purport to create any rentcharge affecting it;

7.3 to observe and perform the terms of all conveyances, grants, assignments, contracts and other deeds and documents from time to time affecting the Property and to keep the Lender fully and effectually indemnified against all proceedings and claims on account of any breach of those terms;

7.4 where any lease of the Property or any part thereof granted by the Chargor or its predecessors in title either before or after the date hereof shall contain a provision for any rent payable to be dependent upon agreement between the Chargor and the tenant not to agree any such rent without Consent and if such lease contains a provision for any rent payable to

be determined by arbitration or by an expert not to appoint or agree to the appointment of any arbitrator or expert without Consent;

- 7.5 If under the terms of the Leasehold Reform Act 1967 (as amended) the Chargor shall obtain an extension to the term of any lease under which the Property is held or any new lease under the provision of such Act the Chargor shall forthwith notify the Lender in writing of the same and the Borrower and Chargor at their own expense will when so required by the Lender execute a further legal charge of such extension in favour of the Lender to secure the sums owing to the Lender under this Legal Charge and to observe and perform all the obligations imposed on the Borrower by such Act

7.6 Specific covenant in relation to compulsory purchase

- 7.6.1 The Chargor will not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to that consent but which consent will not be unreasonably withheld or delayed) enter into any negotiations with any local or other authority for or consent to the compulsory acquisition of the Property either in whole or in part.
- 7.5.2 If the Lender so requires the Chargor will permit the Lender to conduct such negotiations and grant such consents on its behalf.
- 7.5.3 Any compensation payable to or received by the Chargor in respect of the compulsory acquisition of the Property or any part of it will, if so and to the extent required by the Lender, be applied in or towards the discharge of the money due under this security

7.6 To comply with lease terms

- 7.6.1 The Chargor will pay the rents reserved by and observe and perform all covenants, conditions, agreements or obligations on his part to be observed and performed contained in any lease under which the Chargor holds the Property
- 7.6.2 The Chargor will keep the Lender indemnified against all proceedings and claims on account of non-payment of the said rents or of any breach of the said covenants, conditions, agreements and obligations
- 7.6.3 All expenses, damages and costs incurred by the Lender in relation to any such non-payment or breach together with Interest at the Higher Rate shall be payable and charged upon the Property as provided at Clause 5.1
- 7.6.4 The Chargor will use its best endeavours to ensure observance and performance by the landlord under such lease of the covenants conditions agreements or obligations on the part of the landlord
- 7.6.5 If the Chargor receives any notice under Section 146 of the Law of Property Act 1925 or if any proceedings are commenced for forfeiture of any such lease or any superior lease or if the landlord or any superior landlord attempts to re-enter upon the Property or any part of it the Chargor shall give immediate notice in writing to the Lender and at the request of the Lender (but at the Chargor's expense) take such steps as the Lender may require.

- 7.6.6 If the Chargor receives any other form of notice under or in connection with any such lease he shall give immediate notice in writing to the Lender and at the request of the Lender (but at the Chargor's expense) take such steps as the Lender may require.
- 7.6.7 The Chargor will not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to that consent) give any notice under or in connection with any such lease
- 7.6.8 The Chargor will not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to that consent) in relation to any such lease take any steps to or to agree to:-
- (a) vary its terms;
 - (b) review or submit to any review of the rents payable under it;
 - (c) surrender, cancel, assign, charge, renew, enfranchise or otherwise dispose of or terminate it; or
 - (d) submit to its forfeiture

8. Statutory Provisions

- 8.1 For the purposes of the Law of Property Act 1925 the Loan shall become due on the date hereof and Further Advances shall become due on the days on which they are respectively made
- 8.2 Section 93(1) of the Law of Property Act 1925 shall not apply to this Legal Charge and the Lender may consolidate this security and all or any present and future charges executed by the Chargor or by any other person through whom he claims to or in favour of the Lender whether or not default has been made by the Borrower and/or the Chargor in respect of this Legal Charge or such other charges and all moneys hereafter lent by the Lender to the Borrower at any time or times during the subsistence of this Legal Charge upon the security of the Property shall as from the respective dates on which the same shall have been lent be deemed to be part of the Principal Sum.
- 8.3 The statutory power of sale applies to the Legal Charge free from the restrictions imposed by Section 103 of the Law of Property Act 1925.
- 8.4 Section 109 of the Law of Property Act 1925 applies to the Legal Charge as if the restriction contained in its sub-section (1) was omitted and its sub-section (8) (iv) said "in payment of the moneys whether for interest (or otherwise) in arrear or accruing due under the mortgage"
- 8.5 The powers of leasing or agreeing to lease and of accepting surrenders of leases conferred on a mortgagor in possession by the Law of Property Act 1925 shall not apply to this Legal Charge and the Chargor will observe the provisions of Clause 7.2
- 8.6 The Lender when in possession may lease the Property or any part of it for such tenancy of term of years at such rent and generally on such terms as the Lender in its absolute discretion shall think fit and the Lender may accept surrenders of leases of the Property or any part of it or vary such leases as the Lender in its absolute discretion shall think fit.

8.7 In addition to all other protection afforded by statute every Purchaser or other third party dealing with the Lender shall be entitled and bound to assume without enquiry that some part of the Principal Sum is owing on the security hereof and that the same has become due.

8.8 The powers expressly conferred on the Lender by the Legal Charge are in addition to all other powers and remedies vested in the Lender by statute or at law for recovering or enforcing payment of the Principal Sum

9. Appointment of Receiver

9.1 The power conferred by Section 101 of the Law of Property Act 1925 of appointing a receiver shall be exercisable at any time after payment of the sums hereby secured has been demanded.

9.2 Any receiver so appointed shall be the agent of the Chargor for all purposes and the Chargor shall be solely responsible for his acts or defaults and for his remuneration

10. Powers of the Lender and the Receiver

10.1 At any time after payment of the sums hereby secured has been demanded the Lender (whether or not in possession of the Property) and any receiver appointed by the Lender ("the Receiver") may without restriction exercise any of the following powers in addition and without prejudice to any other powers conferred upon the Lender and/or the Receiver under or by virtue of this Legal Charge or by a statute or otherwise;

- (a) to enter upon and take possession of all or any part or parts of the Property;
- (b) to sell exchange surrender deal with convert into money and realise the Property or any part or parts thereof or any estate or interest therein and/or any part or parts of the assets and/or goodwill of the Borrower and convey assign or transfer the same and to do so subject to such exceptions reservations and covenants as may be considered necessary or expedient and for the purpose of realisation to convey assign or transfer the same to any person or company whether in consideration of payment or not or exchange for shares or other property or voluntarily without payment or any other consideration.
- (c) to acquire renew extend grant vary or otherwise deal with such easements rights privileges and/or licences over or for the benefit of the Property as may be considered expedient;
- (d) to grant lease or tenancy of the Property or any part thereof for any term whether commencing at once or on any future date at any or no rent and with or without any fine or premium and generally on such terms as may be considered expedient (and subsection (19) of Section 99 of the Law of Property Act 1925 shall not prevent the Receiver from exercising such powers without the need for any delegation by the Lender)
- (e) to accept the surrender of any lease or tenancy whether or not for the purpose of enabling a new lease to be granted
- (f) to give an effectual receipt for any fine or premium payable on any grant or surrender of any lease;

- (g) to promote either alone or with others any company
 - (i) for the purpose of taking a conveyance or transfer or assignment or lease of or other interest in the Property or any part or parts thereof and/or of undertaking works thereon and/or of providing services to the occupiers thereof in any case where it is desirable or convenient to do so
 - (ii) in connection with or for the furtherance of all or any of the powers herein contained as may be considered expedient;
- (h) to complete in such manner as may be considered expedient the construction of any buildings roads accessways and the services therefore upon the Property and any part thereof which may be unfinished;
- (i) to construct upon the Property or any part thereof any building or buildings whether or not the same be in accordance with the development planned or being carried on at the Property and to construct all roads and accessways and to provide all services which may be required or may be considered expedient and generally to develop the Property in such manner as may be considered expedient;
- (j) to carry out any work involving furnishing the Property or any part thereof and the installation or provision of any part of machinery equipment or service;
- (k) to utilise any moneys at any time or from time to time received by the Receiver in his capacity as Receiver of the Property or any part or parts thereof for the purpose of financing any expenditure at any time or from time to time incurred in connection with or incidental to the exercise of any of the powers herein contained in advance of any other payments by the Receiver whether under Section 109(8) of the Law of Property Act 1925 or otherwise and the said Section 109 in its application hereto is hereby varied accordingly;
- (l) to utilise any moneys at any time or from time to time received by the Lender for the purpose of financing any expenditure at any time or from time to time incurred in connection with or incidental to the exercise by the Lender of his powers and whether such moneys be received by the Lender in his capacity as mortgagee or as attorneys or otherwise;
- (m) to borrow or raise or secure the payment of money which may be required for the exercise of any of the powers set out in the sub-clauses to Clause 9.1 in such manner including the creation of new legal charges of the Property (whether or not having priority to the charge hereby created) as may be considered expedient;
- (n) to obtain renew extend amend or otherwise deal with such permissions consents and/or licences for the benefit of or otherwise connected with or ancillary to the Property or its use or development or the business conducted therein or thereon as may be considered necessary or desirable;
- (o) to agree any variation or determination of any existing deeds or agreements for the development of the Property and enter into any new agreements deeds or bonds

which may be necessary or desirable for or incidental to the development of the Property and to do all, acts and things incidental thereto;

- (p) to manage any business carried on at the Property as agent for the Borrower in such manner as may be considered expedient;
- (q) to employ solicitors architects surveyors quantity surveyors estate agents contractors and workmen and others and purchase all proper materials as may be considered expedient;
- (r) to dedicate any part or parts of the Property as a highway where to do so is desirable in order that the Property may more conveniently be developed;
- (s) to make any change or arrangement as to boundaries with adjoining owners and neighbours so as to resolve any dispute or to facilitate the development of the Property;
- (t) to effect indemnity insurance and other like insurances and obtain bonds for any purpose connected with the development or realisation of the Property;
- (u) to take or defend or otherwise join in any proceedings concerning or incidental to the Property or to any of the foregoing powers;
- (v) to make any arrangement or compromise which may be thought expedient in the interests of the Lender;
- (w) to do all such other acts and things as may be considered necessary or desirable for the preservation management improvement or realisation of all or any part or parts of the Property

10.2 The Chargor hereby irrevocably appoints the Lender and the Receiver severally as attorneys of the Chargor to exercise any of the foregoing powers for and in the name and on behalf of the Chargor and in addition for the following purposes:-

- (a) To exercise any rights in respect of the Property which the Chargor may be or become entitled to exercise against any appropriate person, authority or body and to deal with any benefit (monetary or otherwise) arising in respect of the Property or its services, maintenance or amenities.
- (b) to execute a First Legal Charge in favour of the Lender on any extended term or new lease granted to the Chargor under the provisions of the Leasehold Reform Act 1967 or otherwise and if the Chargor shall fail to execute such charge within fourteen days of being required to do so.

10.3 The foregoing powers may be exercised:

- (a) by the Lender either as mortgagee (but without incurring liability as mortgagee in possession) or as attorney of the Chargor for and in the name and on behalf of the Chargor;
- (b) by the Receiver for and in the name and on behalf of the Chargor;
- (c) by any substitute or delegate appointed in writing by the Lender or the Receiver or by any attorney of the Lender or the Receiver or by any substitute or delegate appointed

in writing by any such attorney for and in the name and on behalf of the Lender or Receiver or the Chargor as the case may be and any such exercise by any such substitute delegate or attorney shall be treated by the Chargor and shall be effective in all respects as an exercise by the Lender or by the Receiver as the case may be.

- 10.4 The Chargor irrevocably appoints by way of security the Lender each person deriving title from the Lender and the Receiver jointly and severally to be its attorney (with full power to appoint substitutes and to sub-delegate) for it in its name and on his behalf and as its act and deed or otherwise to sign or execute any deed or document or do any act or thing which the Chargor is or may become obliged to sign execute or do pursuant hereto or which the Lender Receiver or any person deriving title from the Lender or the Receiver may in the discretion of such person think fit in connection with the exercise of any of the powers of such person or the realisation of any security constituted hereby.
- 10.5 Without prejudice to the generality of the foregoing the Chargor unconditionally undertakes to the Lender and separately to the Receiver and to each person deriving title from the Lender or the Receiver that it shall ratify and confirm any thing done or purported to be done by any attorney appointed pursuant to this clause.
- 10.6 The Lender's power of appointing a receiver of the Property shall be exercisable whether or not there is any income arising from the Property.
- 10.7 Any costs expenses and liabilities incurred by the Lender or by the Receiver (including any substitute delegate or attorney as aforesaid) in connection with the exercise of any of the powers hereby conferred shall be charged upon the Property with Interest as aforesaid in addition to the moneys hereby secured and if not under the other provisions of the charge hereby created immediately owing by the Borrower to the Lender shall be so treated as immediately owing.

11. Insurance

The Borrower shall insure the Property pursuant to Clause 6.4 with a reputable insurer approved by the Lender (acting reasonably).

12. Suspension of payments

The Lender may at its absolute discretion from time to time suspend reduce or cancel any payment whether in respect of the Principal Sum or Interest or other moneys hereby secured upon such terms and from such date (whether then already passed or not) as he may think proper and may at such discretion give further time for payment of any money hereby secured or generally make other arrangements with the Borrower as to the mode or time of payment provided that no such suspension reduction cancellation giving of further time or arrangement shall affect the Lender's power of sale and other remedies or render the Lender liable in damages or otherwise for the exercise of any such power where no such liability would have arisen if such suspension reduction or cancellation giving of further time or arrangement had not been made.

13. Communications

- 13.1 Every notice demand or other communication under this Legal Charge shall be in writing and may be delivered personally or by letter or facsimile transmission despatched by the Lender

to the Borrower to the address specified in the First Schedule to this Legal Charge or its place of business for the time being or to such other address and/or facsimile number as may be notified in accordance with this Clause by the Chargor to the Lender for such purpose with a duplicate being sent at the same time and by the same means addressed collectively to the Borrower at the address specified in the First Schedule.

- 13.2 Every notice demand or other communication shall be deemed to have been received (if sent by post) twenty-four hours after being posted first class postage prepaid (if posted from and to an address within the United Kingdom) or 5 working days after being posted prepaid airmail (if posted from or to an address outside the United Kingdom) and (if delivered personally or despatched by facsimile transmission) at the time of delivery or despatch if during normal business hours on a working day in the place of intended receipt and otherwise at the opening of business in that place on the next succeeding such working day.
- 13.3 Reference to "a working day" is reference to a day when the United Kingdom clearing banks are open for business in the City of London.
- 13.4 If the Chargor or the Borrower comprises more than one person service of any notice demand or other communication in accordance with this clause upon any one or more of them shall be deemed for the purpose of this Legal Charge to be service upon all those persons comprising the Borrower in accordance with this clause.

14. Assignment by the Chargor

So far as it is able the Chargor assigns to the Lender (but subject to redemption):

- 14.1 the benefit of any covenant agreement option undertaking charge right indemnity or remedy relating to the Property or to any road or highway on which the Property abuts relating to the services or easements and rights belonging to or enjoyed with the Property;
- 14.2 the benefit of any compensation (including the monies arising under any insurance policy relating to the Property) of any kind whatsoever available to the Chargor in respect of the Property;
- 14.3 all rights whether or not in being at the date of the Legal Charge which may be or any money which (ex gratia or otherwise) may be or become payable in respect of the Property or any damage or injury thereto or depreciation thereof;
- 14.4 the benefit of any other obligation security right or indemnity affecting the Property with power for the Lender to assign to any purchaser from the Lender or any transferee of this Legal Charge anything which by this clause is assigned to the Lender.

PROVIDED that any payment received by the Lender under this Clause shall (after deduction of the Lender's costs) be applied by the Lender in reduction of the Principal Sum unless the Lender shall in its sole discretion otherwise decide

15. Continuing Security

- 15.1 This Legal Charge shall be in addition to and shall be independent of every other security which the Lender may at any time hold whether for the Principal Sum or other liabilities of any kind whatsoever owed by the Borrower to the Lender and it is hereby declared that no prior

security held by the Lender over the whole or any part of the Property comprised in this Deed shall merge in the security created by this Legal Charge

- 15.2 This Legal Charge shall remain in full force and effect as a continuing security unless and until the Lender discharges this Legal Charge.

16 Encumbrances

At any time after this Legal Charge shall have become enforceable or after any powers conferred by any encumbrance having priority to this Legal Charge shall have become exercisable the Lender may redeem such or any other prior encumbrance or procure the transfer thereof to himself and may settle and pass the accounts of the encumbrancer any accounts so settled and passed shall be conclusive and binding on the Borrower and all moneys paid by the Lender to the encumbrancer in accordance with such accounts shall as from such payment be due from the Borrower to the Lender and shall bear interest and be secured as part of the Principal Sum.

17. Waiver

No failure delay or other relaxation or indulgence on the part of the Lender to exercise any right power or remedy hereunder or at law shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any such right power or remedy preclude this further exercise or the exercise of any other right power or remedy.

18. Governing Law and Submission to Jurisdiction

- 18.1 The Legal Charge shall be governed and construed in accordance in all respects with English Law.
- 18.2 The parties hereto hereby irrevocably submit to the exclusive jurisdiction of the English Courts for all purposes of this Legal Charge or any matter in connection therewith howsoever arising

19. Charities Act 2011

- 19.1 It is hereby certified that the land charged is held by or in trust for a charity by the Chargor and the charity is not an exempt charity and this charge is not one falling within Section 124(9) of the Charities Act 2011 so that the restrictions imposed by Section 124 of the Charities Act 2011 apply
- 19.2 The Chargor and the Borrower certify that they have power under the trusts of the charity to effect this charge and that they have obtained and considered such advice as is mentioned in sub-section (2) of Section 124 of the Charities Act 2011.
- 19.3 The Borrower executes this Charge pursuant to the provisions of section 333 of the Charities Act 2011.

20. Chargor's Governing Instrument

The Chargor represents and warrants to the Lender:-

- 20.1 that the Chargor is established and governed by the Chargor's Governing Instrument; and
- 20.2 that this Legal Charge does not contravene the Chargor's Governing Instrument

21. Land Registry

The Chargor agrees with the Lender that the Chargor will forthwith after completion of this Legal Charge apply to the Chief Land Registrar for a restriction to be entered on the register of the Borrower's title to registered properties charged by this Legal Charge that:-

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 2014 in favour of the Stewardship Services (UKET) Limited referred to in the Charges Register or if appropriate signed by or on such proprietor's behalf by its secretary or conveyancer"

22. Capacity

It is hereby agreed and declared that the Chargor has granted this Legal Charge as the holding trustee of the Borrower and that the Borrower has entered into its obligations under this Legal Charge as managing trustees of the Property and it is agreed that the Chargor shall have no liability beyond the assets held on trust for the Borrower.

IN WITNESS whereof the parties have executed and delivered this Legal Charge as a deed the day and year first before written

THE FIRST SCHEDULE

Part 1

The Borrower

William Frame of 6 Bannisdale Woodthorpe York North Yorkshire YO24 2YA (1) and Neil Hulse of 15 Edgeware Road Fulford York YO10 4DG (2) and Colin Runciman of The Willows Newton Road Tollerton York North Yorkshire YO61 1QX (3) and Mark Troughton of 14 St Helens Road Dringhouses York YO24 1HP (4) being the managing trustees of York Evangelical Church

Part 2

The Chargor

The Fellowship of Independent Evangelical Churches Limited whose registered office is at 39 The Point Rockingham Road Market Harborough Leicestershire LE16 7QU (Company registration number 225717 and Registered Charity Number 251395)

THE SECOND SCHEDULE

The Chargor's Governing Instrument

Memorandum and Articles of Association

Registered Number: 225717

Articles of Association
of
The Fellowship of Independent Evangelical
Churches Limited

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

THE COMPANIES ACT 2006

as altered by special resolutions on 24 November 1971, 25 October 1972, 23 April 1974, 22 May 2001, 29 January 2004, 12 May 2008, 18 May 2009, 2 September 2009, 23 July 2010, 1 February 2011 and 7 September 2011

Anthony Collins Solicitors LLP
134 Edmund Street
Birmingham
B3 2ES

ARTICLES OF ASSOCIATION

THE FELLOWSHIP OF INDEPENDENT EVANGELICAL CHURCHES LIMITED

PART A. INTRODUCTION

1 INTERPRETATION

1.1 In these Articles:

"the Acts"	means the Companies Acts (as defined in Section 2 of the Companies Act 2006) insofar as they apply to the Company and any statutory modification or re-enactment thereof for the time being in force
"the Articles"	means these Articles of Association of the Company
"the Board"	means the board of Trustees of the Company and (where appropriate) includes a Committee and the Trustees acting by written resolution
"Board Meeting"	means a meeting of the Board
"Business Day"	means any day other than a Saturday, Sunday, bank holiday or public holiday
"Chair"	means (subject to the context) either the person appointed as chair of the Company under Article 27 or where the chair of the Company is not present or has not taken the chair at a meeting means the person who is chairing a Board Meeting or General Meeting at the time
"Charity Commission"	means the Charity Commission for England and Wales
"Clear Days"	in relation to a period of notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
"Committee"	means a committee of the Board exercising powers delegated to it by the Board
"Companies House"	means the office of the Registrar of Companies

"the Company"	means the company intended to be regulated by the Articles
"Company Member"	means a member for the time being of the Company in accordance with Article 6
"Trustee Members"	mean the Trustees excluding any Trustees who are also trustees of the Fellowship
"the Doctrinal Basis of the Fellowship"	means the basis of faith of the Fellowship from time to time
"Elected Trustee"	means a Trustee nominated and appointed in accordance with Article 19
"the Fellowship"	means the Fellowship of Independent Evangelical Churches an unincorporated organisation registered as a charity with charity number 263354
"Fellowship Members"	means the trustees from time to time of the Fellowship
"the FIEC Director"	means the person appointed to the role of FIEC director of the Fellowship from time to time
"the FIEC Pastoral Director"	means the person appointed to the role of pastoral director of the Fellowship from time to time
"General Meeting"	means a meeting of Company Members
"including"	means "including without limitation" and "include" and "includes" are to be construed accordingly
"the Memorandum"	means the Memorandum of Association of the Company
"the Objects"	means the objects of the Company set out in Article 3
"Observers"	means those persons (other than Trustees) present under Article 29 at a Board Meeting
"Registered Office"	means the registered office of the Company
"Trustee"	means a trustee of the Company appointed under Article 19
"United Kingdom"	means Great Britain and Northern Ireland
"Vice-Chair"	means a person elected as a Vice-Chair of the Company under Article 27
"Working Party"	means a body established by the Board to make recommendations to the Board but without decision-making powers

1.2 In the Articles:

- 1.2.1 terms defined in the Act are to have the same meaning;
- 1.2.2 references to the singular include the plural and vice-versa and to the masculine include the feminine and neuter and vice-versa;
- 1.2.3 references to "organisations" or "persons" include corporate bodies, public bodies, unincorporated associations and partnerships;
- 1.2.4 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it;
- 1.2.5 references to articles are to those within the Articles; and
- 1.2.6 headings are not to affect the interpretation of the Articles.

1.3 For the avoidance of doubt the system of law governing the Memorandum and the Articles is the law of England and Wales.

1.4 None of the model articles in the Companies (Model Articles) Regulations 2008 applies to the Company.

1.5 Throughout the Articles "charitable" means charitable in accordance with the law of England and Wales provided that it will not include any purpose that is not charitable in accordance with any statutory provision regarding the meaning of the word "charitable" or the words "charitable purpose" in force in any part of the United Kingdom.

2 NAME

The name of the Company is the Fellowship of Independent Evangelical Churches Limited.

3 OBJECTS

3.1 The Company's Objects are:-

- 3.1.1 to advance the Evangelical Christian Faith which shall mean the Faith based upon the Doctrinal Basis of the Fellowship or such other similar doctrinal basis as the Company shall approve;
- 3.1.2 to act as trustee for the Fellowship and churches affiliated thereto and to promote, aid and further the objects and work of the Fellowship in such ways as the Company shall determine, subject always to the Fellowship having and continuing to have exclusive charitable objects; and
- 3.1.3 to act as trustee for other fellowships of churches, for individual churches affiliated thereto and for unaffiliated churches and to promote, aid and further the objects and work thereof in such ways as the Company shall determine subject always to such fellowships and churches having and

continuing to have exclusive charitable objects and subject to such fellowships and churches being in agreement with and conducting their affairs consistently with the Doctrinal Basis of the Fellowship or such other similar doctrinal basis as the Company shall approve.

3.2 This Article 3 cannot be altered unless 90% of the votes entitled to be cast by Company Members present and voting are cast in favour of the alteration.

4 POWERS

The Company may do anything that a natural or corporate person can lawfully do which is not expressly prohibited by the Articles in order to further the Objects (but not otherwise) and in particular it has powers:

Staff and Volunteers

- 4.1 to employ staff or engage consultants and advisers on such terms as the Board thinks fit and to provide pensions to staff, their relatives and dependants;
- 4.2 to recruit or assist in recruiting and managing voluntary workers, including paying their reasonable expenses;

Property

- 4.3 to purchase, lease, exchange, hire or otherwise acquire any real, personal, movable or immovable property of any kind and any rights or privileges (including shared or contingent interests);
- 4.4 to construct, reconstruct, alter, improve, convert, maintain, equip, furnish and/or demolish any buildings, structures or property;
- 4.5 to sell, lease, license, exchange, dispose of or otherwise deal with property (subject to the restrictions in the Charities Act 1993);
- 4.6 to provide accommodation for any other charitable organisation on such terms as the Board decides (including rent-free or at nominal or non-commercial rents) subject to the restrictions in the Charities Act 1993;

Borrowing

- 4.7 to borrow and give security for loans including but not limited to, charging the Company's property;

Grants and Loans

- 4.8 to make grants, donations or loans, to give guarantees and to give security for those guarantees (subject to the restrictions in the Charities Act 1993);

Fund Raising

- 4.9 to raise funds, to invite and receive contributions including but not limited to

receiving gifts and legacies whether or not subject to any special trusts:

Trading

- 4.10 to trade in the course of carrying out the Objects and to charge for services;

Publicity

- 4.11 to hold, conduct or promote meetings, conferences, lectures, exhibitions or training courses and to disseminate information to publicise the work of the Company and other organisations operating in similar fields;
- 4.12 to promote or carry out research and publish the results of it;

Contracts

- 4.13 to co-operate with and enter into contracts with any person;

Bank or building society accounts

- 4.14 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank or building society accounts in the name of the Company;

Investments

- 4.15 to:-
- 4.15.1 deposit or invest funds;
 - 4.15.2 employ a professional fund-manager; and
 - 4.15.3 arrange for the investments or other property of the Company 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 and so that where the Company holds any money as trustee other than for its general purposes it shall only invest it in such manner as is permitted by law having regard to the terms of the trusts upon which it is held;

Insurance

- 4.16 to insure the assets of the Company to such amount and on such terms as the Board decides, to pay premiums out of income or capital and to use any insurance proceeds as the Board decides (without necessarily having to restore the asset);
- 4.17 to insure and to indemnify the Company's employees and voluntary workers from and against all risks incurred in the proper performance of their duties;
- 4.18 to take out insurance to protect the Company and those who use premises owned by or let or hired to the Company;
- 4.19 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 73F of the Charities Act 1993;

Other Organisations

- 4.20 to establish, promote, assist or support (financially or otherwise) any trusts, companies, industrial and provident societies, associations, institutions or churches that have purposes which include the Objects or to carry on any other relevant charitable purposes;
- 4.21 to co-operate or join with any charity, voluntary body or public or statutory authority or any other organisation in any location whatsoever in furthering the Objects or allied charitable purposes, to exchange information and advice and to undertake joint activities with them;
- 4.22 to amalgamate with any charity which has objects similar to the Objects;
- 4.23 to undertake and execute any charitable trusts;
- 4.24 to affiliate, register, subscribe to or join any organisation;
- 4.25 to act as agent or trustee for any organisation;

Reserves

- 4.26 to accumulate income in order to set aside funds for special purposes or as reserves against future expenditure;

Formation expenses

- 4.27 to pay the costs of forming the Company and of complying with all relevant registration requirements;

Trusteeship

- 4.28 to undertake and execute any trusts, being charitable, which are directly or indirectly conducive to the Objects whether alone or jointly with others and whether as managing trustee or bare trustee;

General

- 4.29 to do anything else within the law which is incidental and conducive to the Objects.

5 APPLICATION OF FUNDS

5.1 General

The income and property of the Company must be applied solely towards promoting the Objects and (except to the extent authorised by this Article 5):

- 5.1.1 no part may be paid or transferred directly or indirectly by dividend bonus or profit to a Company Member; and
- 5.1.2 a Trustee may not directly or indirectly receive any payment of money or benefit from the Company.

5.2 Benefits to Company Members

Notwithstanding Article 5.1, the Company may make the following payments or grant the following benefits to Company Members:-

Interest and Rent

- 5.2.1 reasonable and proper interest on money lent by any Company Member to the Company;
- 5.2.2 reasonable rent, service charges or other payments properly payable under the provisions of any lease, agreement for lease or licence in respect of premises let by any Company Member to the Company or a reasonable hiring fee for premises hired by any Company Member to the Company;

Supply of Goods or Services

- 5.2.3 reasonable payments to a Company Member in return for goods and/or services supplied to the Company pursuant to a contract;

Out of Pocket Expenses

- 5.2.4 reasonable and proper out of pocket expenses to Company Members who are engaged by the Company as volunteers in the work of the Company and which are actually incurred by them in carrying out their work as volunteers; and

Benefits to Company Members

- 5.2.5 the grant of a benefit to a Company Member who is a beneficiary of the Company in the furtherance of the Objects.

5.3 Benefits to Trustees

Notwithstanding Article 5.1, the Company may make the following payments or grant the following benefits to Trustees:-

Out of pocket expenses

- 5.3.1 the reimbursement of reasonable and proper out-of-pocket expenses (including travel and dependants' care costs) actually incurred in enabling them to carry out their duties as Trustees;
- 5.3.2 reasonable and proper out of pocket expenses to those Trustees who are engaged by the Company as volunteers in the work of the Company and which are actually incurred by them in carrying out their work as volunteers;

Indemnity

- 5.3.3 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings);

- 5.3.4 the benefit of indemnity insurance under Article 4.19;

Fees to companies in which Trustees have negligible interests

- 5.3.5 a payment to a company in which a Trustee has no more than a 1% shareholding;

Interest and Rent

- 5.3.6 reasonable and proper interest on money lent by any Trustee to the Company;
- 5.3.7 reasonable rent, service charges or other payments properly payable under the provisions of any lease, agreement for lease or licence in respect of premises let by any Trustee to the Company or a reasonable hiring fee for premises hired by any Trustee to the Company;

Beneficiaries

- 5.3.8 benefits provided in furtherance of the Objects to Trustees who are beneficiaries of the Company where those benefits are the same as or similar to benefits provided to other beneficiaries.

Employment/Supply of Goods and Services

- 5.3.9 payments to a Trustee who is employed by the Company to act for it in a professional or business capacity or who enters into a contract for the supply of goods or services to the Company (other than for acting as a Trustee) provided that:-
- 5.3.9.1 the remuneration or other sums paid to the Trustee do not exceed an amount that is reasonable in all the circumstances;
 - 5.3.9.2 the Trustee is absent from the part of any meeting at which there is a discussion of his employment or remuneration or any matter concerning the contract, his performance in the employment or his performance of the contract, any proposal to enter into any other contract or arrangement with him or to confer any benefit upon him and/or any other matter relating to payment or the conferring any benefit to him;
 - 5.3.9.3 the Trustee does not vote on any such matter and is not counted when calculating whether a quorum of Trustees is present at the meeting;
 - 5.3.9.4 the other Trustees are satisfied that it is in the interests of the Company to employ or to contract with the Trustee rather than with someone who is not a Trustee. In reaching that decision the Trustees must balance the advantage of employing or contracting with a Trustee against the disadvantages of doing so (especially the loss of the Trustee's services as a result of dealing with the Trustee's conflict of interest);
 - 5.3.9.5 the reason for the Trustees' decision is recorded in the minutes

of the Board meeting; and

5.3.9.6 at no time shall a majority of the Trustees receive payment pursuant to this Article 5.3.9.

The employment or remuneration of a Trustee pursuant to this Article includes the engagement or remuneration of any firm or company in which the Trustee is a partner, an employee, a consultant, a director or a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Trustee holds less than 1% of the issued capital.

Exceptional Circumstances

5.3.10 other payments or benefits (approved in writing in advance by the Charity Commission) in exceptional cases.

5.4 The provisions in this Article 5 on the making of payments and the granting of benefits by the Company to Trustees shall also extend to payments made to Trustees by any other company in which the Company

5.4.1 holds more than 50% of the shares; or

5.4.2 controls more than 50% of the voting rights attached to the shares; or

5.4.3 has the right to appoint one or more directors to its board.

5.5 For the purposes of Article 5.3 a payment to or a benefit granted to a dependant relative or the spouse of the Trustee shall be deemed to be a payment to the Trustee and shall be permitted to the same extent that payments to or benefits granted to Trustees are permitted.

5.6 Amendments

This Article may not be amended without the prior written consent of the Charity Commission.

PART B. COMPANY MEMBERSHIP

6 COMPANY MEMBERS

Subject to Article 7.1 the Company Members are:-

- 6.1.1 the Fellowship Members; and
- 6.1.2 the Trustee Members.

7 ADMISSION OF COMPANY MEMBERS

7.1 A person may not be a Company Member:-

- 7.1.1 unless he has signed a written Company Member guarantee in such form as the Board requires;
- 7.1.2 unless he is aged 18 or over; or
- 7.1.3 if he would immediately cease to be a Company Member under the Articles.

7.2 Company membership is personal and not transferable.

8 TERMINATION OF COMPANY MEMBERSHIP

A person will cease to be a Company Member:-

- 8.1 on delivering one month's prior written notice of resignation to the Registered Office;
- 8.2 in the case of a Fellowship Member if he ceases to be a trustee of the Fellowship; or
- 8.3 in the case of a Trustee Member if he ceases to be a Trustee or if he is appointed as a trustee of the Fellowship provided that he may however still be a Fellowship Member .

9 LIABILITY OF COMPANY MEMBERS

9.1 The liability of the Company Members is limited.

9.2 Every Company Member promises, if the Company is wound up whilst he is a Company Member or within one year after ceasing to be a Company Member, to contribute such amount as is required up to a maximum of £1 towards:

- 9.2.1 winding up the Company;
- 9.2.2 the payment of the debts and the payment of the costs, charges and expenses of liabilities incurred whilst the contributor was a Company Member; and
- 9.2.3 the adjustment of the rights of the contributories among themselves.

PART C. GENERAL MEETINGS

10 GENERAL MEETINGS

- 10.1 The Board may call a General Meeting at any time and must call one at least once in every calendar year with not more than 15 months between General Meetings, to be held at such time and place as the Board decides subject to Article 11.
- 10.2 On receiving a requisition from the percentage of Company Members required under the Act the Board must promptly convene a General Meeting.

11 NOTICE OF GENERAL MEETINGS

- 11.1 Every General Meeting must be called by at least 14 Clear Days' notice.
- 11.2 A General Meeting may be called by shorter notice if this is agreed by a majority in number of the Company Members who may attend and vote and who together hold 90% or more of the total voting rights of all of the Company Members at the General Meeting.
- 11.3 The notice must specify:-
 - 11.3.1 the time, date and place of the General Meeting; and
 - 11.3.2 the general nature of the business to be transacted.
- 11.4 Subject to the Act no business may be transacted at a General Meeting except that specified in the notice convening the meeting.
- 11.5 Notice of a General Meeting must be given to all of the Company Members, the Trustees and the Company's auditors (if any).
- 11.6 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice will not invalidate the proceedings at that General Meeting.

12 QUORUM

- 12.1 No business may be transacted at a General Meeting unless a quorum is present.
- 12.2 The quorum for General Meetings:-
 - 12.2.1 for the passing of an ordinary resolution is 6 of the Company Members for the time being present in person or by proxy provided that at all times a minimum of one half of those Company Members present must be Fellowship Members; and
 - 12.2.2 for the passing of a special resolution or for the passing of a resolution in accordance with Articles 3.2, 12.3, 15.2.2 and 18.1.2 is 15 of the Company Members for the time being present in person or by proxy provided that at all times a minimum of one half of those Company Members present must

be Fellowship Members.

- 12.3 Articles 12.2 and 12.3 cannot be altered unless 90% of the votes entitled to be cast by Company Members present and voting are cast in favour of the alteration.
- 12.4 A Company Member may be part of the quorum at a General Meeting if he can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 12.5 If a quorum is not present within 15 minutes from the time of the General Meeting or a quorum ceases to be present during a General Meeting it must be adjourned to such time and place as the Board decides.
- 12.6 If at the adjourned meeting there are again insufficient Company Members present within 15 minutes from the time of the adjourned General Meeting to constitute a quorum then the meeting shall be dissolved.
- 12.7 Reasonable notice of an adjournment of a General Meeting because of a lack of quorum and the time and place of the adjourned General Meeting must be given to all Company Members.

13 CHAIR AT GENERAL MEETINGS

- 13.1 The Chair is to chair General Meetings.
- 13.2 If the Chair is not present within 15 minutes from the time of the General Meeting or is unwilling to act then the Vice-Chair, if any, must chair the General Meeting.
- 13.3 If neither the Chair nor the Vice-Chair, if any, is present and willing to act within 15 minutes from the time of the General Meeting, the Company Members present must choose one of their number to chair the General Meeting.

14 ADJOURNMENT OF GENERAL MEETINGS

- 14.1 The Chair 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.
- 14.2 The Chair may also adjourn a General Meeting if it appears to the Chair that for any other reason an adjournment is necessary for the business of the meeting to be properly conducted.
- 14.3 The only business that may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting that was adjourned.
- 14.4 It is not necessary to give notice of a General Meeting which is adjourned under Article 14.1 or 14.2 unless it is adjourned for 30 days or more in which case 7 Clear Days' notice must be given.
- 14.5 Resolutions passed at an adjourned General Meeting are to be treated as having been passed on the date on which they were actually passed.

15 VOTING AT GENERAL MEETINGS

- 15.1 Resolutions are to be decided on a show of hands unless a ballot is properly demanded.
- 15.2
- 15.2.1 Each Fellowship Member present in person or by proxy has three votes and each Trustee Member present in person or by proxy has one vote. This is both on a show of hands and a ballot.
- 15.2.2 This Article 15.2 cannot be altered unless 90% of the votes entitled to be cast by Company Members present and voting are cast in favour of the alteration.
- 15.3 If there is an equality of votes on a show of hands or a ballot the Chair is not entitled to a second or casting vote and resolutions which fail to achieve the required majority will be lost.
- 15.4 An objection to the qualification of any voter may only be raised at the General Meeting at which the vote objected to is tendered. Every vote not disallowed at the General Meeting is valid. An objection made in time must be referred to the Chair whose decision is final.
- 15.5 A declaration by the Chair that a resolution has been carried (or not carried) unanimously, or by a particular majority, which is entered into the minutes of the meeting is conclusive evidence of the fact unless a ballot is demanded.

16 BALLOTS

- 16.1 A ballot may be demanded by the Chair or by any two Company Members before or on the declaration of the result of a show of hands.
- 16.2 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.
- 16.3 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.
- 16.4 A ballot is to be taken as the Chair directs. The Chair may appoint scrutineers (who need not be Company Members) and set a time and place to declare the result. 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.
- 16.5 A ballot on the election of a chair 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 Chair directs.
- 16.6 At least 7 Clear 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.

17 PROXIES

- 17.1 A Company Member may validly appoint a proxy by notice in writing which
- 17.1.1 states the name and address of the Company Member appointing the proxy;
 - 17.1.2 identifies the person appointed to be that Company Member's proxy and the General Meeting in relation to which that person is appointed;
 - 17.1.3 is signed by or on behalf of the Company Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
 - 17.1.4 is delivered to the Company in accordance with the articles and any instructions contained in the notice of the General Meeting to which they relate.
- 17.2 A proxy need not be a Company Member. The Board may from time to time prescribe a form to appoint a proxy by standing orders made under Article 37. A proxy may not appoint another proxy.
- 17.3 The document appointing a proxy may instruct the proxy which way to vote on particular resolutions.
- 17.4 A proxy will only be valid if the document appointing a 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.
- 17.5 No document appointing a proxy will be valid for more than 12 months.
- 17.6 A vote given or ballot demanded by proxy is to be valid despite:-
- 17.6.1 the revocation of the proxy; or
 - 17.6.2 the death or insanity of the principal
- unless written notice of the death, insanity or revocation is received at the Registered Office before the start of the General Meeting or adjourned General Meeting at which the proxy is used.
- 17.7 A proxy form will not be valid for any part of a General Meeting at which the Company Member who appointed the proxy is present.

18 COMPANY MEMBERS' WRITTEN RESOLUTIONS

- 18.1
- 18.1.1 In relation to Company Members' written resolutions each Fellowship Member has three votes and each Trustee Member has one vote.

- 18.1.2 This Article 18 cannot be altered unless 90% of the votes entitled to be cast by Company Members present and voting are cast in favour of the alteration.
- 18.2 A written resolution approved by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the votes cast by eligible Company Members (provided that those Company Members would constitute a quorum at a General Meeting) is as valid as if it had been passed at a General Meeting provided that:
- 18.2.1 a copy of the proposed resolution has been sent to every eligible Company Member;
- 18.2.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of the votes cast by Company Members have been in agreement with the resolution; and
- 18.2.3 such agreement is contained in an authenticated document that has been received at the Registered Office within the period of 28 days beginning with the circulation date.
- 18.3 A resolution under Article 18.2 may consist of several documents in similar form each approved by one or more Company Members.

PART D. TRUSTEES

19 APPOINTMENT OF TRUSTEES

- 19.1 The minimum number of Trustees is 6 and the maximum number of Trustees is 12 and at all times only a minority of the Trustees may also be trustees of the Fellowship.
- 19.2 Subject to Article 19.6 the Board shall comprise:-
 - 19.2.1 the FIEC Director;
 - 19.2.2 the FIEC Pastoral Director; and
 - 19.2.3 the Elected Trustees.
- 19.3 To be eligible to be elected as an Elected Trustee a person must first be nominated either:
 - 19.3.1 by a simple majority of the existing Trustees; or
 - 19.3.2 by any five Company Members (each Company Member having only one vote in relation to each nomination).
- 19.4 A person nominated in accordance with Article 19.3 shall be elected as an Elected Trustee if a majority of two-thirds or more of the votes cast by Company Members present and voting at a properly convened General Meeting or by means of a written postal ballot (conducted in such form as the Board shall determine from time to time), vote in favour of the appointment.
- 19.5 The term of office of an Elected Trustee shall be 3 years or such shorter period as may be required to ensure a continuity of Trustees. At the conclusion of his term of office an Elected Trustee who is willing may be re-elected subject to him being nominated and re-elected in accordance with this Articles 19.
- 19.6 A person's appointment as a Trustee will not take effect:-
 - 19.6.1 unless he has signed the prescribed Companies House form;
 - 19.6.2 unless he is aged 18 or over;
 - 19.6.3 if he is aged 70 or over, save that this does not apply to the FIEC Director or to the FIEC Pastoral Director
 - 19.6.4 unless he has confirmed his agreement with the Doctrinal Basis of the Fellowship by signing a copy of it;
 - 19.6.5 if his appointment would be in breach of Article 19.1; or
 - 19.6.6 if he would immediately cease to be a Trustee under Article 21.

20 OBLIGATIONS OF TRUSTEES

Trustees of the Company will:-

- 20.1 be committed to the Company's values and objectives;
- 20.2 contribute to and share responsibility for the Board's decisions;
- 20.3 read Board papers and to attend meetings, training sessions and other relevant events;
- 20.4 declare relevant interests;
- 20.5 (subject to any overriding legally binding requirement to the contrary) keep confidential the affairs of the Board;
- 20.6 comply with statutory and fiduciary duties, including:-
 - 20.6.1 acting in the best interests of the Company;
 - 20.6.2 declaring any interests a Trustee may have in matters to be discussed at Board meetings and not putting himself in a position where his personal interest or a duty owed to another conflicts with the duties owed to the Company;
 - 20.6.3 securing the proper and effective use of the Company's property;
 - 20.6.4 acting personally;
 - 20.6.5 acting within the scope of any authority given;
 - 20.6.6 using the proper degree of skill and care when making decisions particularly when investing funds; and
 - 20.6.7 acting in accordance with the Articles.

21 RETIREMENT AND REMOVAL OF TRUSTEES

- 21.1 A Trustee will cease to hold office if he:-
 - 21.1.1 dies;
 - 21.1.2 ceases to be a director under the Act or is prohibited by law from being a director or is disqualified from acting as a charity trustee under the Charities Act 1993;
 - 21.1.3 becomes incapable of managing and administering his own affairs because of mental disorder illness or injury;
 - 21.1.4 is declared bankrupt or makes any arrangement or composition with his creditors;
 - 21.1.5 in the case of an Elected Trustee is in the opinion of the Company

Members guilty of conduct detrimental to the interests of the Company and the Company Members resolve by a majority of at least 75% of the votes cast by the Company Members present and voting at a properly convened General Meeting that he should be removed 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;

21.1.6 resigns by written notice to the Company at the Registered Office;

21.1.7 in the case of an Elected Trustee is absent without good reason from three consecutive Board Meetings held no more frequently than once per month and the Company Members resolve by a majority of at least 75% of the votes cast by the Company Members present and voting at a properly convened General Meeting that he should cease to be a Trustee;

21.1.8 in the case of the FIEC Director and the FIEC Pastoral Director the person ceases to hold that position in the Fellowship;

21.1.9 has, in the reasonable opinion of the Company Members, ceased to subscribe to the Doctrinal Basis of the Fellowship and the Company Members resolve by a majority of at least 75% of the votes cast by the Company Members present and voting at a properly convened General Meeting that he should cease to be a Trustee; or

21.1.10 ceases to be a Company Member.

22 CONFLICTS OF INTEREST

22.1 Declaration of interests

22.1.1 If a Trustee is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company, he must declare the nature and extent of that interest to the other Trustees.

22.1.2 In accordance with the Act, the declaration may be made at a Board Meeting or by written notice.

22.1.3 If a declaration of interest proves to be or becomes inaccurate or incomplete a further declaration must be made.

22.1.4 Any required declaration of interest must be made before the Company enters into the transaction or arrangement.

22.1.5 A declaration is not required in relation to an interest of which the Trustee is not aware or where the Trustee is not aware of the transaction or arrangement in question. For this purpose a Trustee is treated as being aware of matters of which he ought reasonably to be aware.

22.1.6 A Trustee need not declare an interest:-

22.1.6.1 if it cannot reasonably be regarded as likely to give rise to a conflict of interests; or

22.1.6.2 if, and to the extent that, the other Trustees are already aware

of it (and for this purpose the other Trustees are treated as being aware of anything of which they ought reasonably to be aware).

22.2 Authorisation of direct conflicts of interests

A Trustee may enter into a transaction or arrangement with the Company only if and to the extent that such an arrangement is authorised by Article 5.

22.3 Authorisation of indirect conflicts of interest

22.3.1 Where, for whatever reason, a Trustee has any form of indirect interest in relation to a transaction or arrangement with the Company (which shall include a conflict of duty) and the transaction or arrangement is not authorised by virtue of any other provision in the Articles then it may be authorised by those Trustees not having a conflict provided that:-

22.3.1.1 the Trustee with the conflict (and any other interested Trustee) is not counted when considering whether or not there is a valid quorum for that part of the meeting and does not vote in relation to the matter giving rise to the conflict; and

22.3.1.2 the Trustees who do not have a conflict in relation to the matter in question consider it is in the best interests of the Company to authorise the transaction.

22.3.2 The Trustees who do not have a conflict in relation to the matter in question may, in their absolute discretion, determine that the Trustee with the conflict and/or any other interested Trustee should absent himself from the part of the meeting at which there is discussion concerning the transaction or arrangement giving rise to the conflict.

PART E. BOARD MEETINGS

23 FUNCTIONS OF THE BOARD

The Board must direct the Company's affairs in such a way as to promote the Objects. Its functions include:-

- 23.1 defining and ensuring compliance with the values and objectives of the Company;
- 23.2 establishing policies and plans to achieve those objectives;
- 23.3 approving each year's budget and accounts before publication;
- 23.4 establishing and overseeing a framework of delegation of its powers to Committees and Working Parties (under Article 28) and employees with proper systems of control;
- 23.5 monitoring the Company's performance in relation to its plans budget controls and decisions;
- 23.6 appointing (and if necessary removing) employees;
- 23.7 satisfying itself that the Company's affairs are conducted in accordance with generally accepted standards of performance and propriety; and
- 23.8 ensuring that appropriate advice is taken on the items listed in Articles 23.1 to 23.7 and in particular on matters of legal compliance and financial viability.

24 POWERS OF THE BOARD

- 24.1 Subject to the Act and the Articles, the business of the Company is to be managed by the Board who may exercise all of the powers of the Company.
- 24.2 An alteration to the Articles does not invalidate earlier acts of the Board which would have been valid without the alteration.

25 BOARD MEETINGS

- 25.1 Subject to the Articles, the Board may regulate Board Meetings as it wishes.
- 25.2 Board Meetings may be called by any Trustee.
- 25.3 7 days' notice of Board Meetings must be given to each of the Trustees but it is not necessary to give notice of a Board Meeting to a Trustee who is out of the United Kingdom.
- 25.4 A Board Meeting which is called on shorter notice than required under Article 25.3 is deemed to have been duly called if at least two Trustees certify in writing that because of special circumstances it ought to be called as a matter of urgency.

- 25.5 Matters arising at a Board Meeting are to be decided by a simple majority of votes and, subject to Article 25.6, each Trustee is to have one vote.
- 25.6 If there is an equality of votes the Chair is entitled to a second or casting vote.
- 25.7 A technical defect in the appointment of a Trustee or in the delegation of powers to a Committee of which the Board is unaware at the time does not invalidate decisions taken in good faith.

26 QUORUM FOR BOARD MEETINGS

- 26.1 The quorum for Board Meetings is 6 of the Trustees for the time being.
- 26.2 A Trustee may be part of the quorum at a Board Meeting if he can hear comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 26.3 The Board may act despite vacancies in its number but if the number of Trustees is less than 6 then the Board may act only to nominate Company Members in accordance with Article 19.3 and to make decisions to allow the election of Company Members in accordance with Article 19.4
- 26.4 At a Board Meeting which remains inquorate for 15 minutes after its starting time or one which becomes inquorate for more than 15 minutes the Trustees present may act only to:-
 - 26.4.1 adjourn it to such other time and place as they decide; or
 - 26.4.2 call a General Meeting; or
 - 26.4.3 nominate Company Members in accordance with Article 19.3.
- 26.5 If at the adjourned meeting there are again insufficient Trustees present within 15 minutes from the time of the adjourned Board Meeting to constitute a quorum then those Trustees who are present (provided that they number at least two) shall constitute a quorum for the purpose of allowing any business of the adjourned meeting to be conducted.

27 CHAIR AND VICE-CHAIR

- 27.1 The Chair of the Company will be the FIEC Director.
- 27.2 The Company must also have a Vice-Chair. The Vice-Chair is to be elected by the Board. The Board must decide the period during which he is to hold office and the precise point at which his term of office ends. The Vice-Chair may be re-elected by the Board.
- 27.3 The Vice-Chair may resign from his position as Vice-Chair at any time without necessarily resigning as Trustee at the same time.
- 27.4 The Vice-Chair may be removed only at a Board Meeting called for the purpose at which a resolution with a majority in favour is passed. The Vice-Chair must be given an opportunity to say why he should not be removed.

-
- 27.5 The Chair is to chair all Board Meetings and General Meetings at which he is present unless he does not wish or is not able to do so.
- 27.6 If the Chair is not present within 15 minutes after the starting time of a Board Meeting, or is unwilling or unable to chair a Board Meeting, then the Vice-Chair must chair the Board Meeting unless he is unwilling or unable to do so.
- 27.7 If both the Chair and Vice-Chair are not present within 15 minutes after the starting time of a Board Meeting or both are unwilling or unable to chair a Board Meeting, then the Board must elect one of the Trustees who is present to chair the Board Meeting.
- 27.8 The functions of the Chair are:-
- 27.8.1 to promote harmony and integration between the Company and the Fellowship in pursuits of the Objects;
 - 27.8.2 to ensure that Board Meetings and General Meetings are conducted efficiently;
 - 27.8.3 to give all Trustees an opportunity to express their views;
 - 27.8.4 to establish a constructive working relationship with and to provide support for the employees;
 - 27.8.5 where necessary (and in conjunction with the other Trustees) to ensure that, where the post of any employee is or is due to become vacant, a replacement is found in a timely and orderly fashion;
 - 27.8.6 to encourage the Board to delegate sufficient authority to its Committees to enable the business of the Company to be carried on effectively between Board Meetings;
 - 27.8.7 to ensure that the Board monitors the use of delegated powers; and
 - 27.8.8 to encourage the Board to take professional advice when it is needed and particularly before considering the dismissal of an employee.
- 27.9 The role of the Vice-Chair is to deputise for the Chair during any period of his absence and, for that period, his functions shall be the same as those of the Chair.

28 COMMITTEES AND WORKING PARTIES

- 28.1 The Board may:-
- 28.1.1 establish Committees consisting of those persons whom the Board decide;
 - 28.1.2 delegate to a Committee any of its powers; and
 - 28.1.3 revoke a delegation at any time.
- 28.2 The Board may establish Working Parties consisting of those persons whom the Board decide. A Working Party may not take decisions on behalf of the Board but

may consider issues in depth with a view to making recommendations to the Board.

- 28.3 The members of a Committee or a Working Party are to be appointed by the Board but the Board may give a Committee or a Working Party the right to co-opt individuals to its membership. The Board is to determine the chair of each Committee or Working Party.
- 28.4 Each member of a Committee or Working Party (including the chair) is to hold office from the date of his appointment until the term of office for which he has been appointed expires or until he resigns or is removed by the Board from the Committee or Working Party.
- 28.5 The Board must determine the quorum for each Committee and Working Party it establishes.
- 28.6 The Board must specify the financial limits within which any Committee may function. A Working Party can have no authority to incur expenditure.
- 28.7 Every Committee or Working Party must report its proceedings and decisions to the Board as the Board determines.

29 OBSERVERS

- 29.1 Subject to Article 29.4, the Board may allow individuals who are not Trustees to attend Board Meetings as Observers on whatever terms the Board decides.
- 29.2 Observers may not vote but may take part in discussions with the prior consent of the Chair.
- 29.3 The Board may exclude Observers from any part of a Board Meeting where the Board considers the business is private.
- 29.4 The Board must exclude an Observer from any Board Meeting at which a possible personal benefit to him is being considered.

30 TRUSTEES' WRITTEN RESOLUTIONS

- 30.1 A written resolution approved by all of the Trustees entitled to receive notice of a Board Meeting (provided they would constitute a quorum at a Board Meeting) is as valid as if it had been passed at a Board Meeting.
- 30.2 A written resolution approved by a simple majority of the members of a Committee (provided they would constitute a quorum of that Committee) is as valid as if it had been passed at a meeting of that Committee.
- 30.3 A resolution under Articles 30.1 or 30.2 may consist of several documents in similar form each approved by one or more of the Trustees or Committee members.

PART F. OFFICERS

31 INDEMNITIES FOR OFFICERS AND EMPLOYEES

- 31.1 The Company may indemnify any officer or employee (other than a Trustee) against any liability incurred by him in his capacity as such except when that liability is due to his own dishonesty or gross negligence.
- 31.2 Subject to the Act (in particular sections 232-238 or any section of any other statute amending or replacing sections 232-238) and Article 31.3, the Company may indemnify any Trustee against any liability incurred by him in his capacity as such.
- 31.3 The indemnity provided to a Trustee in accordance with Article 31.2 may not include any indemnity against liability:-
 - 31.3.1 to the Company or a company associated with it;
 - 31.3.2 for fines or penalties; or
 - 31.3.3 incurred as a result of his unsuccessful defence of criminal or civil proceedings.
- 31.4 The indemnity provided to a Trustee in accordance with Article 31.2 may include the provision of funds to cover his legal costs as they fall due on terms that the Trustee in question will repay the funds if he is unsuccessful in his defence of the criminal or civil proceedings to which these costs relate
- 31.5 In respect to its auditor the Company may:-
 - 31.5.1 purchase and maintain insurance for his benefit against any liability incurred by him in his capacity as such; and
 - 31.5.2 indemnify him against any liability incurred in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or he is acquitted or in connection with any application under Section 1157 of the Act or any section of any other statute amending or replacing Section 1157 in which relief is granted to him by the Court.

PART G. STATUTORY AND MISCELLANEOUS

32 MINUTES

- 32.1 The Board must arrange for minutes to be kept of all General Meetings and Board Meetings. The names of the Trustees present must be included in the minutes.
- 32.2 Copies of the draft minutes of Board Meetings must be distributed to the Trustees as soon as reasonably possible after the meeting and in any case seven days before the next Board Meeting (unless the next Board Meeting is an urgent Board Meeting).
- 32.3 Minutes must be approved as a correct record at the next General Meeting (as regards minutes of General Meetings) or Board Meeting (as regards minutes of Board Meetings). Once approved they must be signed by the person chairing the meeting at which they are approved.
- 32.4 The Board must keep minutes of all of the appointments made by the Board.

33 ACCOUNTS ANNUAL REPORT AND ANNUAL RETURN

- 33.1 The Company must comply with the Act and the Trustees must comply with their obligations as charity trustees under the Charities Act 1993 in:-
 - 33.1.1 preparing and filing an annual Trustees' report and annual accounts and sending them to the Charity Commission; and
 - 33.1.2 making an annual return to the Registrar of Companies and the Charity Commission.
- 33.2 The Company must comply with the Act in relation to the audit or examination of accounts (to the extent that the law requires).
- 33.3 The annual Trustees' report and accounts must contain:-
 - 33.3.1 revenue accounts and balance sheet for the last accounting period;
 - 33.3.2 the auditor's report on those accounts (if applicable); and
 - 33.3.3 the Board's report on the affairs of the Company.
- 33.4 The accounting records of the Company must always be open to inspection by a Trustee.

34 BANK AND BUILDING SOCIETY ACCOUNTS

- 34.1 All bank and building society accounts must be controlled by the Board and must include the name of the Company.
- 34.2 A cheque or order for the payment of money must be signed in accordance with the

Board's instructions.

35 EXECUTION OF DOCUMENTS

Unless the Board decides otherwise, documents which are executed as deeds must:

- 35.1 be signed by two Trustees;
- 35.2 be signed by one Trustee and the Company secretary (if appointed);
- 35.3 be signed by one Trustee in the presence of a witness who attests the Trustee's signature; or
- 35.4 have affixed to them the commons seal of the Company and then be signed by either two Trustees or one Trustee and the Company secretary (if appointed).

36 NOTICES

- 36.1 Notices under the Articles must be in writing (which shall include facsimile transmission or email) except notices calling Board Meetings.
- 36.2 A Company Member present in person at a General Meeting is deemed to have received notice of the General Meeting and (where necessary) of the purposes for which it was called.
- 36.3 The Company may give a notice to a Company Member, Trustee or auditor either:
 - 36.3.1 personally;
 - 36.3.2 by sending it by post in a prepaid envelope;
 - 36.3.3 by facsimile transmission;
 - 36.3.4 by leaving it at his address; or
 - 36.3.5 by email.
- 36.4 Notices under Article 36.3.2 to 36.3.5 may be sent:-
 - 36.4.1 to an address in the United Kingdom which that person has given the Company;
 - 36.4.2 to the last known home or business address of the person to be served; or
 - 36.4.3 to that person's address in the Company's register of Company Members.
- 36.5 Proof that an envelope containing a notice was properly addressed prepaid and posted is conclusive evidence that the notice was given 48 hours after it was posted.
- 36.6 Proof that a facsimile transmission was made is conclusive evidence that the notice was given at the time stated on the transmission report.

- 36.7 A copy of the notification from the system used by the Company 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.
- 36.8 A notice may be served on the Company by delivering it or sending it to the Registered Office.
- 36.9 The Board may make standing orders to define other acceptable methods of delivering notices.

37 STANDING ORDERS

- 37.1 Subject to Article 37.4;
 - 37.1.1 the Board may from time to time make, alter, add to or repeal standing orders for the proper conduct and management of the Company; and
 - 37.1.2 the Company in General Meeting may alter, add to or repeal the standing orders.
- 37.2 The Board must adopt such means as they think sufficient to bring the standing orders to the notice of Company Members.
- 37.3 Standing orders are binding on all Company Members and Trustees.
- 37.4 No standing order may be inconsistent with or may affect or repeal anything in the Articles.

38 WINDING UP

If upon the winding up or dissolution of the Company 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 Company Members but shall be paid or applied for such charitable purposes for the advancement of the Evangelical Christian Faith as defined in the Objects as the Company Members at or before the time of dissolution may determine and if and so far as effect cannot be given to the aforesaid provisions then to some other charitable object.

THE THIRD SCHEDULE

The Property

All that freehold Property known as 60 South Bank Avenue York YO23 1DP as shown edged red on the attached plan and more particularly described in a Conveyance dated 28th May 1970 made between (1) F N Scott ESQ and (2) Mr & Mrs F J Colley.

EXECUTED and Delivered as a Deed)

by the said Stewardship Services (UKET) Limited)
acting by two directors or a director and
the secretary)

.....
Director

.....
Director/Secretary

Executed as a Deed)

by the Fellowship of)

Independent Evangelical Churches Limited)

By a Director in the presence)

of a witness)


.....
Director


.....
Witness

Witness Name (in block capitals): NAME ARMOUR

Witness Address: 39 THE BENT MARKET WARRINGTON W16 7QR

Witness Occupation: OWNER

Executed as a deed by two of the Borrower)

acting on behalf of all of them pursuant to)

section 333 of the Charities Act 2011)

in the presence of:)


.....
Witness

Witness Name (in block capitals): KATHARINE MCBRIDE

Witness Address: 7 BANNISDALE, YO24 2YA

Witness Occupation: TEACHER

