

COMPANIES ACT 1985

SPECIAL RESOLUTION of

NAME: THE UNITED KINGDOM EVANGELIZATION TRUST (INCORPORATED)

Passed on the 14th day of September 1999 at a General Meeting of the above-named company, duly convened and held at The Charities Centre, 24 Stephenson Way, London NW1

On the 14th day of September 1999 the following resolutions were duly passed:

- 1 That the Memorandum of Association of the Company be amended as follows :
 - 1.1 Clause 3 of the Memorandum (the objects clause) be replaced by new clauses 3 (objects) and 3(a) (powers) as set out in the document appended hereto.
 - 1.2 Clause 4 of the Memorandum shall be replaced with the new clause 4 set out in the document appended hereto.
 - 1.3 Clauses 5 to 9 inclusive of the Memorandum shall remain unchanged.
 - 1.4 A new clause 10 shall be added to the Memorandum as set out on the document appended hereto.
- 2 The Articles of Association of the Company shall be amended so that the existing Article 27 shall be replaced with the following :

“27. The Committee shall provide for the safe custody of the Seal, and the Seal shall never be used except for the purpose of a previous resolution of the Committee or Sub-Committee duly authorised in that behalf and except in the presence of two members of the Committee, or of one member of the Committee and of the Secretary or of one other person appointed in his place.”

Signed A. E. Makg... Secretary
(Secretary of company)

Date 23 September 1999



Memorandum and
Articles of Association of

**THE UNITED KINGDOM
EVANGELIZATION TRUST
(INCORPORATED)**

Incorporated on 1 October 1906

Company Registration no. 90305

Charity Registration no. 234714

Amendments 13th December 1950, 5th June 1958,
11th December 1990 and 14th September
1999

Registered Office First Floor, Oakwood House,
Oakwood Hill Industrial Estate,
Loughton, Essex, IG10 3TZ

Prepared by
Stewardship Services (UKET)
PO Box 99, Loughton, Essex IG10 3QJ

No: 90305

CERTIFICATE OF INCORPORATION

THE EAST OF ENGLAND EVANGELIZATION TRUST (INCORPORATED) (the word "LIMITED" being omitted by Licence of the Board of Trade) was incorporated as a limited company under the Companies Acts, 1862 to 1900 on the First day of October 1906

AND WHEREAS by **special resolution** of the Company and with the approval of the Board of Trade it has changed its name.

NOW THEREFORE I hereby certify that the Company is a limited Company incorporated under the name of

THE UNITED KINGDOM EVANGELIZATION TRUST (INCORPORATED)

Given under my hand at London, this Twenty-fifth day of July One Thousand Nine Hundred and Fifty Eight.

Signed by the Registrar of Companies

The Companies Acts 1985 and 1989
Company Limited by Guarantee and not having
a Share Capital

Memorandum of Association of
THE UNITED KINGDOM EVANGELIZATION TRUST (INCORPORATED)

- 1 The name of the Trust is **THE UNITED KINGDOM EVANGELIZATION TRUST (INCORPORATED)** which is hereinafter referred to as "The Trust".
- 2 The Registered Office of the Trust shall be in England.
- 3 The objects for which the Trust is established are as follows:-
 - 3.1 to advance the evangelical Christian faith including by preaching the Gospel and holding religious services and meetings;
 - 3.2 to promote the publication and distribution of the Bible and other Christian literature;
 - 3.3 to advance the education of children and adults in accordance with the doctrines and principles of evangelical Christianity;
 - 3.4 to relieve need, hardship and distress, especially amongst evangelists, teachers and others who have given service to the Trust or helped to promote the Objects;
 - 3.5 Otherwise to promote the charitable work of evangelical Christian churches, societies and charities.
- 3A The Trust has the following powers, which may be exercised only in promoting the Objects:
 - 3A.1 to promote or carry out research;
 - 3A.2 to provide advice;
 - 3A.3 to publish or distribute information;
 - 3A.4 to co-operate with other bodies;
 - 3A.5 to set up, support, or administer other trusts or funds or act as trustee, custodian trustee, or in any other fiduciary capacity;
 - 3A.6 to raise funds (but not by means of taxable trading);
 - 3A.7 to borrow money and give security (including by way of mortgage) for loans (but only in accordance with the restrictions imposed by the Charities Act 1993);
 - 3A.8 to acquire or hire property of any kind;
 - 3A.9 to construct, maintain, alter and repair any buildings or works;

- 3A.10 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993);
- 3A.11 to make grants or loans of money and to give guarantees;
- 3A.12 to set aside funds for special purposes or as reserves against future expenditure;
- 3A.13 to remunerate, support, or help out of the funds of the Trust any evangelists, teachers, or others, wherever resident, whose time may be devoted, either partially or entirely, to the work of preaching the Gospel or of instructing Christians, and any other persons whose services further the Objects or any of them;
- 3A.14 to deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification);
- 3A.15 to delegate the management of investments to a financial expert, but only on terms that:
- (a) the investment policy is set down in writing for the financial expert by the Committee;
 - (b) every transaction is reported promptly to the Committee;
 - (c) the performance of the investments is reviewed regularly with the Committee;
 - (d) the Committee are entitled to cancel the delegation arrangement at any time;
 - (e) the investment policy and the delegation arrangements are reviewed at least once a year;
 - (f) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Committee on receipt;
 - (g) the financial expert must not do anything outside the powers of the Committee;
- 3A.16 to arrange for investments or other property of the Trust to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Committee or of a financial expert acting under their instructions and to pay any reasonable fee required;
- 3A.17 to insure the property of the Trust against any foreseeable risk and take out other insurance policies to protect the Trust when required;
- 3A.18 to insure Committee members against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Committee member concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- 3A.19 subject to clause 4, to employ paid or unpaid agents, staff or advisers;
- 3A.20 to enter into contracts to provide services to or on behalf of other persons or bodies;
- 3A.21 to establish subsidiary companies to assist or act as agents for the Trust;
- 3A.22 to do anything else within the law which promotes or helps to promote the Objects.

4 Benefits to Members and Committee Members

4.1 The property and funds of the Trust must be used only for promoting the Objects and do not belong to the members of the Trust but:

- (a) members who are not Committee members may be employed by or enter into contracts with the Trust and receive reasonable payment for goods or services supplied;
- (b) members (including Committee members) may be paid interest at a reasonable rate on money lent to the Trust;
- (c) members (including Committee members) may be paid a reasonable rent or hiring fee for property let or hired to the Trust;
- (d) individual members who are not Committee members but who are beneficiaries may receive charitable benefits in that capacity.

4.2 A Committee member must not receive any payment of money or other material benefit (whether directly or indirectly) from the Trust except:

- (a) as mentioned in clauses 3A.18, 4.1(b), 4.1(c) or 4.3;
- (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Trust;
- (c) an indemnity in respect of any liabilities properly incurred in running the Trust (including the costs of a successful defence to criminal proceedings);
- (d) payment to any company in which a Committee member has no more than a 1 per cent shareholding;
- (e) in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).

4.3 Whenever a Committee member has a personal interest in a matter to be discussed at a meeting of the Committee or a sub-committee the Committee member concerned must:

- (a) declare an interest at or before discussion begins on the matter;
- (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
- (c) not be counted in the quorum for that part of the meeting;
- (d) withdraw during the vote and have no vote on the matter;

4.4 This clause may not be amended without the prior written consent of the Commission.

5 The fourth paragraph of this Memorandum is a condition on which a License is granted by the Board of Trade to the Trust in pursuance of Section 23 of the Companies Act, 1867.

6 If any Member of the Trust pays or receives any dividend, bonus, or other profit in contravention of the terms of the fourth paragraph hereof, his liability shall be unlimited.

- 7 Each member of the Trust undertakes to contribute to the assets of the Trust in the event of the same being wound up during the time that he is a member, or within one year afterwards, for the payment of the debts and liabilities of the Trust contracted before the time at which he ceases to be a member, and of the costs, charges and expenses of winding up the Trust, and for the adjustment of the rights of the Contributories amongst themselves such amount as may be required not exceeding One Pound, or in case of his liability becoming unlimited such further amount as may be required in pursuance of the last preceding paragraph of this Memorandum.
- 8 If upon the winding up or dissolution of the Trust there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Trust, but if and so far as effect can be given to the following provisions shall be given or transferred to some other Institution or Institutions having objects similar to the objects of this Trust to be determined by the members of the Trust at or before the time of dissolution, or in default thereof by such Judge of the High Court of Justice as may have or acquire jurisdiction in the matter, and if and so far as effect cannot be given to the aforesaid provisions then to some charitable object.
- 9 True accounts shall be kept of the sums of money received and expended by the Trust, and the matter in respect of which such receipt and expenditure takes place, and of the property credits and liabilities of the Trust and subject to any reasonable restriction as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Trust for the time being shall be open to inspection of the members. Once at least in every year the accounts of the Trust shall be examined and the correctness of the Balance Sheet ascertained by one or more properly qualified Auditor or Auditors.

10 INTERPRETATION

In this Memorandum:

10.1 References to an Act of Parliament are references to the Act as amended or substituted from time to time and to subordinate legislation under it

10.2 The following expressions have the following meanings:

"The Commission" means the Charity Commissioners for England and Wales

"the Committee" means the directors of the Trust and **"Committee member"** means a director

"Financial expert" means an individual, firm or company who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986

"material benefit" means a benefit which may not be financial but has a monetary value

"The Objects" means the Objects of the Trust set out in clause 3

"Taxable trading" means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects

"Written" or in writing refers to a legible document on paper (not including a fax message)

"Year" means a calendar year.

The Companies Acts 1985 and 1989
Company Limited by Guarantee and not having a Share Capital

Articles of Association of
THE UNITED KINGDOM EVANGELIZATION TRUST (INCORPORATED)

PRELIMINARY

The Regulations contained in Table A of the Companies Act, 1862, shall not apply to the Trust.

In these regulations unless there be something in the subject or context inconsistent therewith:-

"The Trust" means the above-named Trust.

"The Committee" means the Committee for the time being of the Trust.

"Month" means calendar month.

"In Writing" means written, typed, or printed, or partly written, typed, or printed.

Words importing the singular number only include the plural number and vice versa.

- 1 For the purpose of registration the number of the members of the Trust is to be taken to be 100, but the Committee may from time to time register an increase in the number of members.

MEMBERSHIP

- 2 The first members shall be the persons who are Subscribers to the Memorandum and Articles of Association. Future members shall be such persons as the Committee may from time to time elect, and who shall have signified their consent to become members by signing an Authority, or request to have their names inserted in the list or roll of members to be kept at the Registered Office of the Trust provided that no person shall be entered in the list of members or act as a member whose election has not been approved by at least two-thirds of the members of the Committee either by their personal vote at such election or by letter addressed to the Trust.
- 3 Every member shall continue until he shall resign or cease to be a member under Article 4 or 5 hereof provided that whenever the number of remaining members would be less than eight, no member shall cease under either of these Articles until another member has been elected to fill his place and the person so elected has accepted membership.
- 4 Any member may withdraw from the Trust by giving one month's notice in writing to the Secretary addressed to the Registered Office of the Trust of his intention so to do. At the expiration of such notice such member shall cease to be a member.
- 5 Any member shall cease to be a member forthwith on being requested to resign by a notice signed by the Chairman of any General Meeting and sent to such member, stating that such request formed the subject of a resolution carried by a majority of not less than two-thirds of the members present personally or by proxy, (and in any event by not less than seven members personally present) but no such resolution shall be passed without 7 days' previous notice in writing being sent by post to such member at his last known place of abode of the intention to propose such a resolution.

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

GENERAL MEETINGS.

- 7 The first General Meeting shall be held within a period of not less than one month nor more than three calendar months after the Registration of the Memorandum of Association and at such place as the Committee may determine. Subsequent General Meetings shall be held once in the year 1907, and in each succeeding year at such time and place as may be determined by the Committee.
- 8 The above-mentioned General Meetings shall be called Ordinary Meetings, and all other General Meetings shall be called Extraordinary.
- 9 The Committee may convene an Extraordinary General Meeting when they think fit.

PROCEEDINGS AT GENERAL MEETINGS.

- 10 At least seven days' notice of every General Meeting shall be given to all members of the Trust in manner hereinafter mentioned, but the non-receipt of such notice by any Member shall not invalidate the proceedings at any General Meeting.
- 11 The business of an Ordinary Meeting (other than the first) shall be to receive and consider the Report of the Committee as to the work done, the financial position of the Trust, and the Report of the Auditor, or Auditors, to elect (if and when necessary under these Articles) Members of the Committee and Auditors, and fix the remuneration of the Auditors. All other business than as aforesaid transacted at an Ordinary Meeting, and all business transacted at an Extraordinary Meeting shall be deemed special.
- 12 Five members personally present shall be a quorum for a General Meeting.
- 13 At every General Meeting the Chairman of the Committee, if present, shall preside, but if he be absent the members shall choose one of themselves to be Chairman of the Meeting.
- 14 All questions at General Meetings shall be decided by the members present, each member having one vote, and the Chairman having a casting vote in addition to his vote as a member.

NOTICES.

- 15 A notice may be served by the Trust upon any Member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered place of abode. Any notice if served by post shall be deemed to have been served at the time when the letter containing the same would be delivered in the ordinary course of post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the Post Office.

THE COMMITTEE.

- 16 For the more convenient conduct of the affairs of the Trust the members shall, in General Meeting, appoint annually a Committee of not less than seven of their number, which Committee shall be in the position of Directors or Managers.
- 17 The first members of the Committee shall consist of the Subscribers hereto, or such of them as shall consent to act, and such other persons, being members of the Trust, whom they shall appoint, and they shall severally hold office until the Annual Meeting in 1907. The Committee may

from time to time and shall whenever the number of members falls below seven appoint additional members of the Committee from amongst the members of the Trust.

- 18 Every member of the Committee shall be eligible for re-election unless otherwise disqualified. Notwithstanding section 185 of the Companies Act 1948 no person now being a member of the Committee of the Company shall be required to retire from his Committee membership nor shall any person be disqualified from being appointed a member of the Committee by reason only of the fact that he has attained the age of seventy years.

POWERS OF THE COMMITTEE.

- 19 The management of the business and affairs of the Trust shall be vested in the Committee who may exercise all such powers of the Trust, and carry out such operations required for the business thereof and do all such acts and things as may be exercised or done by the Trust, as are not hereby or by Statute expressly directed or required to be exercised or done by the Trust in General Meeting, subject nevertheless to any regulations of the Articles the provisions of the Companies Act, 1862 to 1900, and to such regulations being not inconsistent with the aforesaid regulations and provisions as may be prescribed by the Trust in General Meeting, but no regulation made by the Trust in General Meeting shall invalidate any prior act of the Trust which would have been valid if such regulation had not been made.
- 20 Without prejudice to the general powers conferred by the last preceding Clause and other powers conferred by these presents, it is hereby expressly declared that the Committee shall have the following powers, that is to say:-
- (1) to take all such steps and proceedings as the Committee may think fit for the purpose of acquiring and vesting in the Trust (or if deemed desirable in any three or more members of the Committee as Trustees for the Trust) all real and personal property;
 - (2) to pay the costs, charges and expenses of the transfer to the Trust or to the Trustees aforesaid of any real or personal property as aforesaid;
 - (3) subject to the provisions of the Memorandum of Association to purchase or otherwise acquire for the Trust any property rights or privileges which the Trust is authorised to acquire at such price, and generally on such terms and conditions as the Committee may think fit, and to sell, improve, manage, develop, lease, mortgage, exchange or dispose of, turn to account, or otherwise deal with all or any part of the property and rights for the time being of the Trust;
 - (4) to raise and borrow any sum or sums of money which the Committee may think necessary or expedient for the purposes of the Trust, and to secure by Promissory Note, Bond or Debenture, or by Mortgage, or charge of the whole or any part of the property of the Trust, the repayment of such moneys in such manner and upon such terms and conditions in all respects as the Committee may think fit;
 - (5) to pay for any property rights and privileges acquired by the Trust either wholly or partially in cash, bonds, debentures, stocks, or other securities of the Trust;
 - (6) to appoint, and at their discretion, remove or suspend such Secretaries, Managers, Officers, Clerks, Agents, Servants and Employees, for permanent, temporary, and special services, as the Committee may from time to time think fit, and to determine their powers and duties, and fix their salaries and remuneration;
 - (7) to make, pay for, and provide out of the funds of the Trust free or conditional grants or loans of money, books, or other chattels to any assembly of Christians, or to any Christian

Mission, Missionaries, or Agents, or other persons in any part of the world;

- (8) to invest and deal with any of the moneys of the Trust not immediately required for the purposes of the Trust upon such securities and in such manner as the Committee may think fit, and from time to time to vary or realize such investments, and to determine who shall be entitled to sign, on behalf of the Trust, cheques, endorsements, bills, notes, acceptances, contracts and documents, and to provide for the management and carrying on of the work of the Trust;
- (9) to enter into all such negotiations and contracts, and rescind and vary all such contracts, and execute and do all such deeds and things in the name and on behalf of the Trust as they may consider expedient for or in relation to any of the matters aforesaid and otherwise for the purposes of the Trust;
- (10) from time to time to make, vary, or rescind bye-laws for the regulation of the business of the Trust, its officers and servants or members but no such bye-laws shall be made, varied, or rescinded, without the express sanction either by their personal vote or by letter addressed to the Trust of not less than two-thirds of the members of the Committee.

21 Notwithstanding anything herein contained the continuing members of the Committee shall be entitled to act and shall have and may exercise all the powers, authorities and discretions of these presents vested in the Committee during and notwithstanding any vacancy existing in their body.

PROCEEDINGS OF COMMITTEE.

- 22 The Committee may meet for the dispatch of business, adjourn and otherwise regulate their Meetings as they shall think fit. At Meetings of the Committee four shall be the quorum necessary for the transaction of business.
- 23 The Committee may elect a Chairman of their Meetings and determine the period for which he is to hold office.
- 24 The Committee may delegate any of their powers to a Sub-Committee consisting of one or more members of their body as they shall think fit.
- 25 All acts done by any Meeting of the Committee or of a Sub-Committee, or as a Sub-Committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such person acting as aforesaid or that he was disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Member of the Committee or Sub-Committee.
- 26 A Resolution in writing signed by all the members of the Committee or of a Sub-Committee shall be as valid and effectual as if it had been passed at a Meeting of the Committee or Sub-Committee (as the case may be) duly called and constituted.

SEAL

- 27 The Committee shall provide for the safe custody of the Seal, and the Seal shall never be used except for the purpose of a previous resolution of the Committee or Sub-Committee duly authorised in that behalf and except in the presence of two members of the Committee, or of one member of the Committee and of the Secretary or of one other person appointed in his place.

ACCOUNTS

- 28 The Committee shall cause true Accounts to be kept of the real and personal property of the Trust

of the sums of money received and expended by the Trust, and the matters in respect of which such receipts and expenditure take place, and of the assets, credits and liabilities of the Trust.

- 29 At the Ordinary Meeting in the year 1907, and every subsequent year, the Committee shall lay before the Trust a statement of the income and expenditure, and a Balance Sheet containing a summary of the property and liabilities of the Trust made up to a date not more than four months before the Meeting from the time when the last preceding statement was made, or in the case of the first statement from the Incorporation of the Trust.
- 30 Every such statement and Balance Sheet shall be accompanied by a Report of the Committee as to the working of the Trust during the last preceding year.
- 31 A printed copy of such Statement, Balance Sheet, and Report shall previously to the Meeting, be served on every member in the manner in which notices are herein directed to be served.

AUDIT

- 32 Once at least in every year, except the year 1906, the Accounts of the Trust shall be examined and the correctness thereof ascertained by one or more Auditor or Auditors.
- 33 The provisions of the Companies Act, 1900, in regard to Auditors or any amendment thereof for the time being in force shall apply, the Meeting to be held within three calendar months after the incorporation of the Trust being treated as the Statutory Meeting mentioned in such Act.

INDEMNITY

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

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

A. BOAKE,
Stratford, Essex, Manufacturing Chemist.

H. M. BELL,
133 Fenchurch Street, EC., Merchant

A. M. KYD,
71 Cazenove Road, Stamford Hill, N., Stockbroker.

GEORGE PIGOT,
Warfield Grove, Bracknell, Berks, Bart.

WILLIAM PAGE,
Morningside, Park Avenue, Watford, Engineer.

C. STUART THORPE,
205 Gt. Portland Street, W., Secretary of Rescue Society.

WILLIAM STEVENS,
30 Flood Street, Borough of Chelsea, Builder

GEORGE LINE,
Kenwyn Lodge, East Finchley, N., Merchant

E. B. ROCHE,
27 Surrey Street, Norwich, Norfolk, Physician

GEO. S. JORDAN,
139 Burnt Ash Road, Lee, S.E., Dairy Farmer

F. W. ANDREWS,
3 Trefoil Road, Wandsworth, Bank Clerk

Dated the 26th day of September, 1906

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

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

Witness to the Signature of Eleazer Birch Roche.

HELEN ROCHE, Housewife, 27 Surrey Street, Norwich

Witness to the Signature of George Silas Jordan.

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

Witness to the Signature of Frederick William Andrews.

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